

CONTRACTUAL AGREEMENT

BETWEEN

LOPEZ ISLAND
SCHOOL DISTRICT

AND THE

LOPEZ EDUCATION
ASSOCIATION

SEPTEMBER 1, 2023

THROUGH

AUGUST 31, 2025

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ARTICLE I- RECOGNITION AND DEFINITIONS

Section 1 Recognition

The District recognizes the Lopez Education Association as the sole bargaining representative for all contracted non-supervisory certificated employees. Employees who have been issued conditional certificates by either the State or the District are considered members of the bargaining unit provided that, within a reasonable period of time after their initial date of hire, they enroll in a State approved teacher certification program, and provided further, they evidence appropriate and reasonable progress toward completion of the program.

Certificated employees not subject to this Agreement are all substitute teachers who work less than thirty (30) total days in a twelve month period or who work less than twenty (20) consecutive days in a twelve month period, the Superintendent, principals and other supervisory employees.

The Board agrees not to negotiate with or recognize any teacher organization other than the Association for the duration of this Agreement unless otherwise authorized or required by law.

Section 2 Definitions

The term "Agreement" shall mean this entire contract for the period defined in Article X, Duration.

The term " Association" shall mean the Lopez Education Association.

The term "Board" shall mean the Board of Directors of the Lopez School District No. 144.

The term "District" shall mean the Lopez School District No. 144. The term "WEA" shall mean the Washington Education Association. The term "NEA" shall mean the National Education Association.

The terms "teacher", "certificated personnel", "certificated employee", or "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Section 1. The term "teacher" shall additionally be defined by the state pursuant to RCW.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

The term "Act" shall mean the Educational Employment Relations Act, Chapter RCW 41.59.

2.1 Context

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine and words denoting number include both the plural and singular.

2.2 Substitute

A substitute is someone hired by the District to fill in for a regular teacher who is absent but not officially on a long-term leave.

2.3 Long Term Substitute

A long -term substitute is either someone who works more than twenty (20) consecutive days as a substitute or someone who works more than thirty (30) intermittent days as a substitute in a twelve month period.

2.4 Leave Replacement Teacher

When a regularly employed member of the bargaining unit is granted a leave by the Board of Directors, the person hired to fill in for the duration of the leave will be considered a leave replacement teacher and treated as any other "teacher" defined above for the period of their employment. When a substitute is employed in the same assignment for twenty consecutive working days, they will be considered a leave replacement teacher subject to all terms and conditions of this Agreement for the duration of that assignment.

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 Ratification & Mutual Consent

This Agreement shall become effective in accordance with the Duration Clause herein upon ratification by the Board and the Association and when signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

Section 2 Relationship to Existing Policies

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District that shall be contrary to or inconsistent with its terms. Rules, regulations, policies, resolutions, or practices of the District not in conflict with this Agreement shall not be affected by this Agreement.

Section 3 Compliance of Agreement

All individual teacher contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual teacher contract hereafter executed shall expressly provide that it is subject to the terms of this Agreement between the Board and the Association. If any individual teacher contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

Section 4 Conformity to Law

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

4.1 Renegotiation

The parties will meet not later than ten (10) days after any such judgment for the purpose of renegotiating the provision(s) affected, but the failure or inability of the parties to agree shall not otherwise affect the balance of the Agreement.

Section 5 Distribution of Agreement

Within ten (10) days of completion, the District shall make the current Collective Bargaining Agreement available on the LISD website.

Section 6 Appendices

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

Section 7 Management Rights

The parties jointly recognize that pursuant to the laws of Washington State, the Board, as elected citizens, has the responsibility for formulation and implementation of policies and rules for governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

In accordance with and subject to applicable laws, regulations, and provisions of this Agreement, the Board retains the exclusive right to manage the District and to direct its employees. Further, the Board retains the right to delegate such management rights to management personnel, but only to the extent allowed by law and regulations. The Board acts by and through its administrative and supervisory personnel.

All rights, powers, authority and functions of management, whether heretofore or hereafter exercised and regardless of frequency or infrequency of their exercise, shall remain exclusively vested in the District and its Board of Directors except as expressly and specifically surrendered or limited by the express provision of this Agreement.

ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1 Exclusivity

Exclusivity herein granted to the Association shall not be granted to competing labor organization except as authorized or required by law.

Section 2 Access and Equipment Use

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property outside of the scheduled or duty free lunch, provided that this shall not interfere with or interrupt normal school operations.

Likewise, the Association shall have the right to use school facilities and equipment. The Association shall pay only for the actual costs incident to such use and any damage to the equipment proven to have been caused by a member or members of the bargaining unit while using the equipment for Association business. The Association may be charged a reasonable rental fee for the use of District equipment, provided, however, that the rate shall be the same as the rate charged for use by the General Public.

Section 3 Membership Communication

The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. "Reasonable access" for the purpose of this section means: (a) The access to the new employees occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association. It is understood that new employees will be compensated for this time.

The Association shall have the right to utilize bulletin boards, which shall be provided in each faculty lounge or each school in the District, or place of reasonable access to teachers if faculty lounges are not in existence in a given school.

3.1 Mailboxes

The Association shall have the right to use staff mailboxes and Email for communication purposes to the extent allowed by law, and applicable rules and regulations governing public schools in the state of Washington.

Section 4 Availability of Information

The District shall, upon request, provide to the Association President, information which will assist the Association in developing bargaining proposals, and information, which may be necessary for the Association to process any grievance, complaint, or conduct its business, including the following:

- Preliminary Budget
- Final Budget
- Monthly Financial Reports
- Student Enrollment Reports
- Annual Financial Reports
- Audit Reports
- Board Agendas and Board Minutes
- Names of all contracted teachers and working substitute teachers
- Seniority list of all bargaining unit members within each category as described in Article VII, Section 11 will be available by October 15.

Upon request, the District will provide the Association with an updated employee list, including but not limited to, the following information: name; position; work site; FTE; home address; work phone numbers; work email address of each bargaining unit employee; and whether union dues are being deducted.

The District shall provide notification to the Association when any new employee covered by this collective bargaining agreement is hired after the first day of school. This notification shall occur within five days of the new employee's first work day. Notification will include the name, assignment, FTE, work location, date of hire, and district phone and email contact information

known by or provided to the district.

4.1 Requests for Information

Requests for information from the Association shall be directed in writing to the Superintendent and shall specify the document by title, or specific description material requested, if no title or identification number is existent or known to Association. Information requests shall be honored within a reasonable amount of time. The District shall not be required to formulate or compile information which, in the course of its operation, is not in existence in such formulated or compiled form.

Section 5 Communication

Nothing in this Agreement or District policy shall be construed to limit the right of the Association or individual employees to communicate their views to the Board at reasonable times and places. The Association shall, except in emergency situations, have the opportunity to communicate Association views on major educational, construction, or fiscal matters before the Board takes final action thereon; provided, this shall not be construed to allow the Association the right to bargain or negotiate with the Board on such matters, nor to limit the right of the Association to bargain on mandatory subjects.

Labor-Management meetings between parties are critical and should, ideally, occur monthly at a minimum, in order to ensure ongoing, healthy communications and problem-solving habits, as well as share successes.

5.1 Board Meetings

The Board shall schedule on the agenda of each regular board meeting under "new business" or other appropriate places on the agenda, matters brought to its attention by the Association.

Section 6 Payroll Deduction & Representation Fees

Prior to preparation of the first payroll of the school year, the Association shall give written notice of the total amount of individual dues required for membership in Association, and a list of members for whom such dues are to be deducted. The District agrees to deduct such dues in 12 equal installments beginning with the September pay period and remit them to the depository designated by the Association.

6.1 Pro-rata Deduction

Teachers who commence employment after September or terminate employment before June shall have their deductions pro-rated for each month or portion thereof the teacher is employed. The Association will provide the District with the appropriate billing forms necessary for transmittal. Deduction shall be made only from payer employees for whom a payroll deduction authorization is on file.

6.2 Deduction

- A. Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the president of the Association and shall transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office.

- B. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association. Verification will be given to the District within five (5) days of receipt.

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

Section 7 Released Time

Whenever Association representatives are mutually scheduled with the Board's or Administration's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay. The parties agree that negotiations and grievance hearings, whenever possible, will be scheduled during non-school hours.

Section 8 Building Representatives

Individual school principals shall meet with Association building representatives at the request of either party at a mutually agreed upon time. The purpose of these meetings shall be to discuss the administration of this Agreement as it relates to that particular school and other matters of concern to either party, provided that neither the principal nor the Association building representatives have the authority to reach any decision which changes this Agreement.

8.1 Written Requests

Requests for such meetings shall be made in writing, shall allow sufficient time for setting the meeting, and shall state the subjects to be discussed.

ARTICLE IV -EMPLOYEE RIGHTS

Section 1 Individual Rights

The private and personal life of any employee is not within the appropriate concern or attention of the Board, except as it affects job performance.

1.1 Additional Rights

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

1.2 Non-Discrimination

There shall be no discipline or discrimination with respect to the employment of a person because of such person's age, sex, sexual orientation, marital status, race, creed, color, national origin, domicile (to the extent that it does not demonstrably restrict the employees' performance of their contractual responsibility), political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon a bonafide occupational qualification, provided that the prohibition against discrimination because of such handicaps shall not apply

if the particular disability prevents the proper performance of the particular teacher involved.

Section 2 Right of Association

Employees shall have the right to self-organization, to form, join, or assist employee organizations, to bargain collectively through representatives of their own choosing, and shall also have the right to refrain from any or all such activities.

Section 3 Just Cause

No employee shall be disciplined without just and sufficient cause. The specific grounds forming the basis of such disciplinary action will be made available to the teacher and the Association in writing, within three (3) business days. Any such discipline shall be subject to the grievance procedure.

3.1 Evaluation is not Discipline

The judgment of an evaluator as to employee performance under the evaluative criteria shall not be considered discipline, nor shall the evaluation process be considered discipline.

3.2 Representation

Disciplinary action shall in no way be interpreted to preclude the administrator's right to discuss informally with any employee concerns about that employee's job performance and its upgrading so long as such discussions do not constitute disciplinary action. Subject to the foregoing, an employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until the employee has been granted a reasonable time, not to exceed 5 working days, to have such representative of the Association present unless the severity of the employee's actions requires immediate action.

3.3 Appropriate Discipline

Discipline imposed may include in ascending order of severity: verbal warning, written reprimand, suspension without pay, or discharge. The District's policy will be to impose discipline appropriate to the cause which precipitated it, taking into account any prior discipline imposed of a similar nature.

3.4 Written Complaints

If a written complaint is made against a certificated employee, a copy shall be given to the employee within five (5) business days. The employee shall then be given an opportunity to respond in writing to the complaint. Any such complaint not called to the attention of the certificated employee may not be used as the basis for any disciplinary action against the certificated employee. The 5 business day notice will be waived in the event the District is directed by an outside agency (law enforcement, auditor) to refrain from notifying the employee.

3.5 Verbal Complaints

Verbal complaints against a teacher which could result in disciplinary action will be called to the attention of the teacher within five (5) business days. The teacher shall then be given the opportunity to respond to the charge or complaint in writing. The five (5) business days notice will be waived in the event the District is directed by an outside agency (law enforcement, auditor) to refrain from notifying the employee.

Section 4 Academic Freedom

Academic Freedom shall be guaranteed to all employees.

4.1 Context

Employees shall be guaranteed professional freedom in classroom presentations and discussions, and may allow discussion on political, religious or otherwise controversial materials, provided this is done as part of the educational process, reasonably within course content.

4.2 Responsibility

When a controversial issue is discussed, it is the responsibility of the employee to insure that all sides of the issue are equally presented. Employees shall preface their own personal opinions by emphasizing that such statements constitute their personal opinion on controversial issues. Students should have the opportunity to find, collect, and assemble factual material on the subject; to interpret the data without prejudice, to reconsider assumptions and claims, and reach their own conclusions.

4.3 Support

Teachers who operate within these guidelines shall have the support of the Board and the Administration.

4.4 Devices

No mechanical or electronic device shall be installed in any classroom, or brought in on a temporary basis, which would allow a person to be able to listen to or record the procedures in any class without the knowledge of the employee that the device is activated.

4.5 Grades

The teacher shall have the authority and the responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed by anyone other than the teacher provided that:

The grade is adequately documented. The grade is based on achievement.

The grade is consistent with State, District and School rules.

The grade is consistent with the teacher's written grading policy distributed to students and parents at the start of the grading period.

Grades and Evaluation: To best diagnose student learning problems and monitor student progress, only certificated staff will grade student papers.

Teachers will carefully analyze papers corrected by students or aides to assign grades and analyze the nature of the errors made.

4.6 Student Test Scores

Many factors affect student performance, and some of these factors are outside the control of the teaching staff. Therefore, student test scores will not be used to evaluate certificated staff performance or affect their right to transfers, reassignments, or other personnel actions.

Additionally, student test scores shall not be used to determine compensation levels of certificated staff.

Section 5 Personnel File

Teachers shall upon request to the Superintendent, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the teacher. The District may charge a reasonable fee therefore. No secret (duplicate, alternative or other personnel) file shall be kept anywhere in the district.

5.1 Grievance File

A separate file for grievances shall be kept apart from the teacher's personnel file and shall be open for inspection by the teacher.

5.2 Review

Anyone, at the teacher's request, may be present at this review.

5.3 Minimum Items

Each teacher's personnel file shall contain the following minimum items of information: evaluation reports, copies of the annual individual contract, teaching certificate, and official transcript of academic records.

5.4 Disciplinary Material

Any disciplinary material not shown to a teacher 72 hours after receipt or composition shall not be placed in the personnel file. The 72 hour notice will be waived in the event the District is directed by an outside agency (law enforcement, auditor) to refrain from notifying the employee.

5.5 Knowledge

No evaluation, correspondence, or other material making any reference to a teacher's competence, character, or manner, shall be kept or placed in the personnel file without the teacher's knowledge and exclusive right to attach her own written comments.

5.6 Signature

The teacher shall acknowledge that they have read such material by affixing their signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed. Such signature does not necessarily indicate agreement with its content.

5.7 Non-Professional Sources

Derogatory statements from non-professional (e.g. parents, students, non-educator) sources shall not be included in the individual personnel file.

5.8 Time Limit

No disciplinary material or letters of direction shall remain in a teacher's personnel file for more than three (3) years from the date of entry and, upon the written request of the teacher; such material shall be removed and given to the teacher involved at the end of that period. Any material required by law to be kept will not be subject to removal.

Material remaining in the personnel file after three years will not be considered as part of any future discipline against the teacher.

5.9 Inventory Sheet

Upon request by the teacher, the Superintendent or designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said teacher.

5.10 Relationship to Grievance Procedure

A teacher shall have the right to pursue the alteration or removal of material contained in their personnel file through the grievance procedure. If a grievance is filed the disputed material will be placed in the grievance file until the grievance is resolved.

Section 6 Teacher Protection

- A. The Board shall cause employees to be named as additional insured's under its general liability policy.
- B. The District shall provide insurance to pay for loss or damage to personal property of school employee while such employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employee. The limit of liability hereunder shall be \$1,000 per employee per claim.
- C. Any assault upon an employee by a student shall be promptly reported to the Superintendent. The District will cooperate with the employee to report and process the incident with juvenile or criminal law enforcement agencies.

Section 7 Student Discipline

All teachers have the right to expect acceptable behavior from all students and have the responsibility to maintain discipline in an educational environment.

7.1 Support

The District shall support its employees when following the applicable rules of the Employer and WAC 180-40 with respect to student discipline. An employee may at any time use such force as is necessary to protect himself, other employees, or pupils from attack, physical abuse or injury as provided in Washington State laws for self defense and defense of others.

7.2 Responsibility

Teachers shall maintain order and discipline in their classrooms. Disciplinary action should be carried out to reduce disruption of the educational process.

7.3 Policy

The Board shall adopt and the Administration shall implement policies which deal with student misconduct or insubordination disruptive to the classroom environment.

7.4 Recommendation

A teacher may recommend to the principal a pupil's suspension or expulsion from school. The principal shall consider such recommendation in determining action to be taken. Such actions

shall be consistent with student disciplinary policies.

7.5 Appeal

If the principal does not concur with the teacher's recommendations in a matter involving staff or student safety the teacher shall be so informed in writing and may appeal the decision through the grievance procedure, up to and including the review board only.

Section 8 Individual Teacher Contract

The District shall provide each teacher a single contract indicating the employee's total FTE and salary in conformity with Washington State law, State Board of Education Regulations, and this Agreement.

8.1 Copies of Contract

A contract shall be offered to the employee by May 15 prior to the beginning of the ensuing school year for signature via secure electronic methods. The District will provide a paper copy in addition to the electronic copy if requested by the employee.

The signed contract shall be returned to the District office within fifteen (15) days of receipt by the employee, following which the District may consider the employment offer of renewal null and void, except where demonstrable unusual exigencies make timely return impossible. Following board approval, a signed copy will be provided to the employee and placed in the employee's personnel file.

8.2 Relationship to Bargaining

If bargaining between the District and the Association has not been completed, said contracts may be issued based upon the previous year's salary schedule, with increments, if applicable, added, and accompanied by the RIDER attached hereto and cited as Appendix E. Upon mutual agreement, contracts may not be issued until the conclusion of bargaining.

8.3 Release From Contract

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

- A letter of resignation must be submitted to the Superintendent's office.
- A release from contract for the ensuing school year shall be granted provided a letter of resignation is submitted prior to June 15, or at the discretion of the District. A release from contract for the ensuing school year shall be granted after June 15 provided that in the judgment of the District a satisfactory replacement can be obtained.
- A release from contract shall be granted upon the teacher's, or proxy's, written request in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

8.4 Extension of Contract

Any extension of contract beyond 180 days and/or 7.5 hours per day by the District shall be

computed at the basic daily contracted rate of the employee involved.

Section 9 Supplemental Contract

No teacher shall be required to perform extra-curricular duties outside the Basic Work Day. Such duties shall be assigned on a voluntary basis, on a supplemental contract. Said contract shall be for not more than one (1) year and shall be in accordance with current statutory provisions.

9.1 Written Notice

If the Supplemental Contract is not to be renewed for the ensuing year, the employee shall receive written notice prior to May 15.

9.2 Resignation

An employee can resign from such an assignment upon giving at least four (4) months' notice prior to commencement of the ensuing school year.

Section 10 Assignment, Vacancies, Promotion, Transfer & New Positions

General Provisions: Employees will be assigned in accordance with the regulations of the state Board of Education, to subjects, grades, and/or other classes within their teaching certificates and/or their major or minor fields of study or qualification in specialty areas. Notification of tentative assignment will ordinarily be made in writing by May 30. Except where mitigating circumstances do not make it possible, final assignments shall be available to employees 30 calendar days before commencement of the assignment, but in any event shall be made available as soon as finally determined by the District.

10.1 Voluntary Transfers

Statement of Intent:

The parties to this contract agree that small districts like Lopez have unique advantages and problems caused by size. It is recognized that it is often possible for an employee to perform efficiently for many years in the same position. However, from time to time the employee and the employer may benefit if an employee is able to change job assignments. A current employee may be the possible person for an open position even though his experience and training are not as specialized as those of outside applicants and may not by such criteria seem to be the "best" applicants for the position.

It is the intent of the parties that the following procedure will result in hiring the best person for the position by promoting the desire of those current employees who wish to work in a position different from the one they presently hold or for which they have been specifically trained.

Procedure:

When vacancies exist with the employer, teachers shall be given every consideration in filling vacancies or newly created positions utilizing the following procedures:

All certified, non-supervisory vacancies, new positions and procedures for applying, shall be publicized to the staff and Association as far in advance of the date of the opening of any vacancy as possible.

Current in-District employees must submit a statement of interest to the District within four working days. If no qualified in-District employee has submitted an expression of interest within four working days, the district may post the vacancy externally. If an in-District employee submits a letter of interest for the vacancy, the applicant pool of current staff will be interviewed and a determination of transfer made prior to review of external candidates.

During vacation periods, those employees who have expressed special interest to the District Personnel Administrator in writing will be notified of all vacancies. A general transfer request may be submitted in writing to the Superintendent for vacancies which may become available. This transfer application request shall expire August 31, unless renewed in writing.

Employees, who have submitted a transfer request, as provided herein, shall be given first consideration for any vacancy or new position in the area for which the transfer was submitted. The District will not hire for said position from outside the District until it has been determined that; 1) no transfer request for the position in question has been appropriately submitted by a current employee, or; 2) those who have applied are not acceptable. Anyone denied a transfer request will be notified in writing of the reasons for said denial.

All transfer and/or employment recommendations shall be made by the Superintendent on the basis of being the "best applicant" for the position. In cases where more than one employee is deemed equally qualified for a vacant position, the person with the most seniority in the District shall be granted the position. If two or more employees requesting transfer have equal seniority, the employee with the most college credit past the B.A./B.S. will be granted the position. Highly Qualified Teacher status will be considered in transfers and tie breakers.

10.2 Involuntary Transfer

In the event the District determines that a need exists to fill a position from the existing staff, the following procedure shall apply:

Meet with affected teachers and discuss possible options.

Seek volunteers from the existing staff among those who are clearly qualified and, if no volunteer is found, among the remainder of the staff.

If No District-acceptable options surface after meeting with affected teachers and discussing options, and no qualified volunteers step forward from among the rest of the staff, the District may involuntarily transfer a unit member into a position.

The Superintendent shall notify the affected teacher in writing at least ten (10) working days before the transfer and the notice shall inform the teacher of the reasons for the involuntary transfer.

All employees who are required to move rooms due to a change in instructional assignment or per District request will receive a stipend of one day per diem for time associated with moving the classroom. When a teacher is assigned to a new classroom, the District will provide a reasonable number of boxes and assistance related to the move.

Transferred teachers will be given priority to return to the position occupied prior to the transfer.

For the initial two (2) year period in such an assignment, the teacher involuntarily transferred out of his/her previous assignment or area of major/minor academic preparation will be evaluated as would any other unit member except that Criteria #4, "Providing Clear and Intentional Focus on Subject Matter Content and Curriculum," will not be used as the only basis to place him/her on probation or to non-renew his/her contract unless the teacher is endorsed, has a major or minor in the subject/grade level, or has taught it in the prior five years. In no case shall a teacher be subject to non-renewal or probation based on evaluation of his/her teaching effectiveness in an out-of-endorsement assignment(s).

The person transferred will be encouraged to acquire the necessary professional preparation.

The District will make available curriculum, reference material and supplies to enable the transferred employee to properly prepare for the assignment.

Any tuition and other expenses experienced by the employee in pursuit of Professional Preparation will be paid by the District so long as there was prior mutual agreement in writing concerning the preparation.

If a teacher is required to transfer into a position outside their certification, endorsement or educational background will be given \$500 on approved professional training.

If the transfer occurs during the school year the employee will be provided with up to three release days in which to prepare. If the transfer occurs after August 15, but before the opening of school, the employee will be provided with three extra days at the contractual rate of pay.

ARTICLE V -LEAVES

Section 1 Sick Leave

At the beginning of each school year, each teacher shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, disability, injury or emergency. Each teacher's portion of unused sick leave allowance shall accumulate from year to year to the maximum allowed by law. At District discretion, an employee may be required to provide a doctor's or acceptable medical professional's authorization to return to duty, including any restrictions relative to that return to work.

1.1 Accounting

The District will provide each teacher previously employed an accounting of their accumulated sick leave at the end of the school year. The District will provide each newly employed teacher an accounting of their sick leave at the beginning of each school year.

1.2 Exhausted Sick Leave

A Teacher who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted leave under this Article, Section 9.

1.3 Pattern of Absences

The District may in the event of a pattern of regular, excessive, or unusual absences, require a physician's proof of disability causing the absence and clearance to return to work.

Section 2 Family Illness

In accordance with RCW 49.46.210, sick leave will be granted for an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care. Sick leave will also be granted for the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care or for other uses listed in RCW 49.46.210.

For purposes of this section, "family member" will be defined in accordance with RCW 49.46.210 (2)

Section 3 Emergency Leave

This leave is defined as leave to take care of problems which are suddenly precipitated or are of such a nature that preplanning cannot relieve the necessity of the absence. All emergency leave shall be deducted from sick leave so long as the employee has sick leave available. The reason for the leave shall be stated in sufficient terms that applicability can be determined. When possible, advance written notice shall be given.

Section 4 Personal Leave

At the beginning of each school year, each teacher shall be credited with an advanced personal leave allowance of three (3) days with full pay to be used for personal leave. Personal leave may be taken without a reason or explanation being required. A written notification will be presented to the administration at least two days in advance so that a substitute may be obtained. The District will provide each certificated employee an accounting of their accumulated personal leave on the monthly pay warrant. Personal Leave will be granted on a first come, first served basis, when a qualified substitute is available to cover the absence of the employee.

Personal leave is not designed to lengthen an extended vacation, and may not be taken the first or last day of the student school year.

The District may limit, in extenuating circumstances, the number of staff who may take personal leave at any one time.

The exception to this rule is as follows:

The principal/superintendent, upon written application given by the first school day in October, may allow as many as two teachers per year to take one personal day in connection with any of the four major extended breaks. Slots not allocated following the October deadline will be available until requested and allocated, as approved by the principal/superintendent. A teacher may be granted use of this offer only once in any consecutive three- year period, unless otherwise agreed to by the principal/superintendent. This is the only time a reason must be

given for personal leave. The principal/ superintendent reserves the right to deny any request that might be grossly detrimental to the district and/or program.

Up to two (2) days of personal leave can be carried over each year to a maximum of five (5) total banked days. By June 30th of each school year, the employee may submit in writing to the Payroll department their request to cash out up to two (2) unused personal leave days. Unused personal leave will be compensated for each day at the per diem rate on the July warrant. Any days beyond the maximum five banked days will be cashed out and paid on the July warrant.

Section 5 Bereavement Leave

Teachers shall upon request be granted leave for a death in the family unit as defined, in Article V, Section 2, the extended family (defined as grandparents, grandchildren, son or daughter-in-law), or friend. Leave for a death in the family unit shall be up to five (5) days, and one (1) day for extended family and friend. Additional travel days shall be granted when travel more than 200 miles is required. The specific amount of days will be mutually agreed to by the Superintendent/designee and the affected employee. Substitute pay shall be deducted from the employee's salary for bereavement leave taken on the occasion of the death of a friend and additional travel days.

Section 6 Public Service Leave

Upon request of any employee, leave for public service shall be granted, during which time the employee will receive the basic rate of pay, less any amounts received for such service. Deductions from sick or emergency leave shall not be made for such leave taken. Public service is defined as:

1. Jury Duty.
2. Appearance in court under subpoena as a witness in an action to which neither the employee nor the Association is a party, unless subpoenaed by the Board.
3. Military training duty to maintain reserve status, not to exceed two weeks per year, and only if reserve training cannot be scheduled during the employee's non-contracted days. No deduction from pay shall be made for such leave unless authorized by state law.

Section 7 Association Leave

Up to fifteen (15) days leave shall be available each school year, to be shared collectively by the Association, for matters stemming from or related to local bargaining conferences and negotiations with the employer, contract administration and maintenance, investigation of grievances, preparation for and participation in grievance arbitration hearings, representation of the Association at workshops or other activities concerning labor relations and/or legislation related to wages, hours, terms and conditions of employment of educational employees. The Association shall reimburse the District for the cost of a substitute replacement, if said replacement is actually employed, for each day or portion of a day utilized.

7.1 Notification

Whenever possible, written notification of the leave shall be submitted to the Superintendent at least two (2) days before the leave is to take effect.

Section 8 Extended Uncompensated Leave

Extended leave without pay, but with job security, shall be limited to the following (circumstances that fall outside these limitations could be considered on an individual basis by the Superintendent):

1. Professional Leave -Upon Board approval a leave will be granted for employees who have completed five (5) years with the District to enable the employee to study or travel. No more than two teachers will be granted a professional leave during any one-year.
2. Exchange Teaching (Domestic or Foreign) and/or abroad program -Upon Board approval, leave shall be granted for exchange teaching and teaching in overseas dependents schools. Teaching abroad for one year may be granted upon Superintendent recommendation and School Board approval.
3. Child Care Leave --An employee wishing to take an extended leave to care for his or her ill child under the age of 18; or his or her newborn or adopted child may request a leave of absence for a period not to exceed one year.
4. Upon Board approval a one-year leave may be granted to a teacher, with five (5) or more years of experience in the District, to work one year in a professionally-related field, or work in Association business.
5. Upon return from leave the teacher will be placed in the position last held in the District, or a comparable position.
6. Upon Board approval, such leave may be renewed for up to one additional calendar year.
7. Employees hired to replace such employees while on extended leave shall be hired pursuant to state law.
8. Notification in writing must be provided to the District by March 15, of the intent of the employee to return, or not to return, for the coming year.

Section 9

Nothing in this Agreement shall be construed to prevent the Board or its designee from granting extended or temporary leaves on terms more favorable to the employee than herein set forth.

Section 10 Leave Sharing

The parties agree to set up a sick leave bank consistent with state law. The total number of days in the bank will come from employee donation. The bank may be drawn upon by unit members who are suffering from or have a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his employment.

Staff who have active leave share requests will be notified on a monthly basis of their total banked days.

Unit members will be allowed to donate sick leave to non-unit employees of the school district.

Section 11 Immunizations

The District may request proof of immunizations from its employees upon order of the

Department of Public Health. Once immunization records have been provided to the District, such records shall be maintained.

The District will assist staff by:

1. Providing opportunity for staff to obtain immunizations that are required by the Public Health Department or any other agency at no cost to the employee, and
2. Maintaining a database containing immunization records/immunization proof.

Any employee who must be excluded from his/her work site as a result of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease, and who has submitted to the District documentation concerning his/her immunization history claiming either an objection to, or medical exemption from, the necessary immunization, shall suffer no loss of pay as a result of the exclusion, provided said employee exercises one of the following options:

1. The employee of his/her own volition decides to utilize his/her accumulated sick leave.
2. The employee engages in alternative educational work activities as identified by the District during the period the employee would have otherwise been performing his/her regular work functions.
3. The employee engages in alternative educational work activities as identified by the District at some time acceptable to the District and the employee other than during the period the employee would have otherwise been performing his/her regular work functions.
4. Some combination of 1) and 2) above, or 1) and 3) above that is acceptable to the employee and the District.

Section 12 Job Sharing/Partial Leave

For the purpose of this agreement, job sharing/partial leave shall mean the occupation of a single staff position (1.0 F.T.E.) by two (2) individuals.

Application Procedures:

Two (2) current staff members who wish to be considered for job share must make application as a team, in writing, to the building principal. Principals and interested teachers shall work together to determine what will provide the greatest instructional benefit to students. A person wishing to job share who does not have a suitable partner within the district may request that the District hire from outside to fill the vacant portion of the proposed job share.

Financial and Contractual Arrangements:

1. Job sharing participants will receive benefits and planning time in the same ratio as their part-time service bears to full-time service (i.e. their individual FTE).
2. Both job sharing participants are expected to participate in parent conferences and attend the first and last day of school. Additionally, at least one job share participant shall be present for scheduled building or District meetings, except in case of emergency.

3. Continuing contract employees who want to job share must apply for a leave of absence for the job share portion of his/her position. Leaves for the purpose of job share are granted for one (1) year at a time. At the end of the job share assignment, the employees shall be placed in the positions last held or in a comparable position(s).
4. Should a job sharing participant not be able to complete the job sharing situation for any reason, the district will deal with the situation according to the following priorities:
 - a. First, offer full-time employment to the remaining job sharing person;
 - b. Second, seek a compatible replacement, with the remaining partner working full-time until a replacement is hired;
 - c. Third, if the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.
 - d. Fourth, at the discretion of the District, if the first three steps do not yield a satisfactory replacement, the remaining partner will be required to work full-time until such time as a replacement is hired, or the end of the school year.

Timeline:

Job sharing applications must be received by the building principal by April 1 for the following year. Partial leave/job share are for one year only. A teacher or team may reapply for ensuing years under the guidelines applicable to the first year.

The number of job sharing positions will be limited to two (2) per year, but additional job share positions may be approved at the discretion of the district.

Job Sharing Application Guidelines:

The application should address all of the items needed to share the duties and responsibilities of one position, including, but not limited to the following criteria:

1. Agreement on an acceptable division of teaching assignment and how the proposed job share is to be divided, in terms of school year calendar. The principal and the teachers will work together to determine divisions that provide the greatest instructional benefit to students.
2. When and how the job sharing partners are going to provide for joint planning.
3. Division of teaching tasks, including subject matter.
4. Classroom expectations and management strategies.
5. Coverage of the following:
 - a. Meetings
 - b. Parent Conferences
 - c. Report cards/ assessment
 - d. Staff development/in-service
 - e. Open house
 - f. Substituting/exchange of days

- g. MDT conferences
 - h. Intensives
6. A communication system:
- a. Between jobs share partners
 - b. With principal(s)
 - c. With parents
 - d. With colleagues
 - e. With students
7. Both parties in a job share will be responsible for full knowledge of and appropriate compliance with school directives, announcement, decisions, etc.

Section 13 Paid Family Medical Leave

- A. **Program Eligibility:** Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The District shall use the state PFML insurance program, administered by the Washington State Employment Security Department (ESD). Per RCW 50A.05.010 (20), to be eligible for this leave, employees must have worked a minimum of 820 hours over the first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave, and have a qualifying event. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.
- B. **PFML and FMLA:** When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee may elect to use PFML consecutively after FMLA leave. When an FMLA-qualifying event continues after an employee's use of PFML, an employee may elect to use FMLA leave consecutively after PFML. Approved PFML may run concurrently with FMLA leave pursuant to state law.
- C. **PFML and Sick and Personal Leave:** Employees may use accrued sick and personal leave to supplement such paid leave received under the State's Paid Family and Medical Leave program for which the employee qualifies. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. The District is obligated to report all wages paid to the ESD, and will not be responsible for any overpayment of PFML benefits to the employee.
- D. **Health Benefits:** SEBB will maintain health insurance benefits during PFML leave. Employees must continue to pay the employee share of such health insurance premiums during the PFML leave of absence. Such payment will be deducted per normal procedure from the employee's monthly pay or, if the employee is not receiving pay, will be paid by the employee in the form of a check provided to the District no later than the 5th of each month of unpaid status.
- E. **Premiums:** The District shall pay the statutory employer wage premium and the employee will pay the statutory individual wage premium to fund this leave.

- F. **Notices, Procedures and Claims:** The District will post a notice in a common area in each workplace about the benefits available under PFML. Employees are responsible to file claims with the ESD in accordance with ESD procedures, and benefit payments will come from the ESD. An employee must provide the employer at least thirty (30) days written notice before PFML is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, ~~or~~ planned medical treatment for a serious health condition, or other foreseeable events. An employee must provide the employer written notice as soon as is practicable when thirty (30) days' notice is not possible. The District will provide employees with a known qualifying event a written statement of their rights, and upon request, discuss the intersections between various leave entitlements should an employee have

ARTICLE VI -SALARIES, STIPENDS AND BENEFITS

Section 1 Curriculum and Professional Work Rate

The daily rate of BA+0 will be used for all additional contracted curriculum and professional work scheduled during the school year and summer break.

Section 2 Teachers' Salary Schedule

- A. Employees will be placed on the Salary Schedule (Appendix A) consistent with the rules and regulations for placement on the LEAP schedule as promulgated by the Office of the Superintendent of Public Instruction and contained in the S-275 Placement Criteria Document for 2017-18, except as may be otherwise described in this section.
- B. The calculation of years of service for occupational therapists, physical therapists, speech-language therapists, audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech language therapists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service. For the purpose of computing a year of experience, a full year will be deemed to be 1,440 or more hours within a twelve-month period.
- C. The calculation for years of service for Career and Technical Education instructors will include all years worked within the instructor's career field, regardless of whether the service occurred within an educational setting. For the purpose of computing a year of experience, a full year will be deemed to be 1,440 or more hours within a twelve-month period. If an employee teaches out of their CTE certified area, this section will not apply to any class(es) in non-CTE subjects.
- D. The daily per diem rate of pay shall be calculated by dividing an employee's base pay by the number of days in the basic work year. The hourly per diem rate equals the daily rate divided by seven and a half (7.5).
- E. All cells of the base salary schedule will be increased by the following amounts:
- 2023-2024: IPD+ 0.5%
 - 2024-2025: IPD+ 1.5%

- If the end fund balance is 6% or greater as of July 2024 the District agrees to reopen salary negotiations
- F. Beginning with the 2023-24 school year, the District will contribute \$10 per month into each eligible employee's HRA (Health Reimbursement Arrangement), commonly referred to as a VEBA account (pro-rated by FTE). This rate shall increase to \$20 per month beginning with the 2024-25 school year.

2.1 Education Credits

Education credits will be granted consistent with the rules and regulations of OSPI for salary advancement purposes.

2.2 Reporting Credits

For staff who begin employment on or before the first day of the academic year, credit for education experience must be filed with the District's Business Office no later than November 1 of the year such placement is requested. For staff who begin employment after the first day of the academic year, credit for education experience must be filed with the District's Business Office within 60 calendar days after their employment begins.

It is the responsibility of the individual employee to inform the institution of the requirements of this provision. The District will provide notice of available accredited college courses throughout the year to be held in this District or in surrounding Districts.

2.3 Clock Hours

Properly documented clock hours will be recognized for the District salary schedule. The District and the Association shall work together to arrange clock hours for staff development whenever possible. As a clock hour provider, the District will provide no fewer than ten (10) clock hours to bargaining unit members each year. Such clock hours shall be eligible for movement on the salary schedule. If no costs are incurred by the District, clock hours will be provided free of charge to employees.

2.4 Experience Credits

Credit shall be given for experience. In computing credit for experience, credit will be given for the whole year provided that the teacher was employed for more than half the school year. Part-time employees will receive experience credits at the same rate as their employment is to a full-time equivalency. A half time (.5 FTE) employee will receive a half-year credit toward experience per year.

2.5 Out of State Credits

Teachers hired from out of state shall be given the same credits consideration, for purposes of placement on the salary schedule as those hired within state or currently working for the District. Out of state experience must be documented by official correspondence from the employing district(s) or a State retirement system. Verification is the employee's responsibility.

2.6 Full Year

Classification on the salary schedule for education and experience shall be for the full year.

2.7 Annual Notice

The District shall provide to each certificated employee an individual report reflecting years of service and all credits and clock hours on file with the District during the 2018-19 school year. Such reports shall be provided upon request within five (5) working days.

2.8 Acting Administrator

The District shall make every attempt to secure a substitute administrator, but if no substitute can be secured, a teacher will be appointed by the District to act as Administrator in the absence of both building administrators, and will be paid at the rate of \$150 per day prorated to the length of time said teacher is actually performing administrative duties.

Section 3 Payment Provisions

All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the total contracted salary. Payroll checks shall be issued to the teachers on the last working day of each month.

3.1 Mistakes in Payment

In the event of a mistake in payment resulting in underpayment, corrections shall be made by the next pay period. In cases of hardship, every effort shall be made to compensate the employee immediately. An overpayment of salary may be deducted from the following month's payroll prorated equally over the same number of pay periods that the overpayment occurred. In the event that overpayment is made on the final pay period of an employee leaving the District, the employee agrees to immediately repay such overpayment to the District.

Section 4 Activity Payment Schedule

1. All stipend positions within the LEA will be posted annually for 10 business days per CBA Article IV, Section 10.1
2. The most qualified certificated employee will be awarded the position. If no certificated employee applies for the position or no certificated employee meets the minimum qualification included in the job posting, the position may be re-opened outside LEA
3. If the certificated advisor has performed satisfactorily, they will be given preference in the annual posting.
4. The district agrees to work collaboratively with LEA to establish a fair and equitable process based on the position, the job description, and the requirements for the stipend amount and the minimum and maximum number of students.
5. Certificated employees wishing to create a new stipend advisory position will need to draft a written proposal to the building principal and the LEA Executive Committee. Such proposals will include an anticipated budget, how the club will benefit academic goals and/or student life. Any new position and stipend are subject to negotiations between the district and LEA.

6. The District Superintendent will have the final determination after recommendation from the building principal.

7. Stipend pay is listed in Appendix A-1

Section 5 Substitutes

5.1 Long Term Substitute Salaries

After twenty consecutive days in the same assignment or after thirty intermittent days of employment as a substitute on day twenty-one or day thirty-one the now long-term substitute shall be placed at the BA+0 step on the teacher salary schedule. (Appendix A). If any employee is in a continuing long-term substitute position that extends into the next year, the salary placement will continue throughout the position only.

5.2 Leave Replacement

Leave replacement teachers shall be placed on the teacher salary schedule (Appendix A) in accordance with Section 2 of this Article.

Section 6 Teachers Travel

Teachers utilizing their private automobiles to travel on school business shall be compensated at the IRS rate per mile. All teachers who, by nature of their assignment, must travel between schools or are required to make home visitations shall also be reimbursed at the State rate per mile.

Section 7 School Employees Benefit Board (SEBB) Program Coverage and Insurance Benefits

Section 7.1

Effective January 1, 2020, the District implemented the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB).

7.1.1 Contributions

The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the HCA's eligibility requirements.

For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.

Payroll deductions for eligible employee SEBB premiums to be paid to the Health Care Authority (HCA) shall be made in the month in which the benefit is received.

The District will provide employees with those benefits offered through SEBB, which currently include:

- a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)

- b. Basic Long-Term Disability insurance
- c. Vision insurance
- d. Dental insurance including orthodontia
- e. Medical Plan insurance

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.

Employees may enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance.

Employees may utilize payroll deduction for supplemental insurance approved for payroll deduction by SEBB, the carrier, the District and the Association

7.1.2 Eligibility

In accordance with WAC 182-31-030, the District will:

- Upon employment inform employees in writing whether they are or are not eligible for SEBB benefits and how employees may appeal eligibility and enrollment decisions.
- Routinely monitor all employees' work hours to establish and maintain eligibility.
- Inform employees in writing of changes to the employee's eligibility status and how employees may appeal the District's eligibility and enrollment decisions.

In accordance with WAC 182-31-040:

- All employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employment relationship.
- Employees who have worked at least 630 hours in each of the previous two school years and return to the same type of position or combination of positions are presumed eligible for benefits.
- Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.
- Employees hired on a date that prevents 630 hours because not enough days remain in the year will be provided with benefits coverage if they are anticipated to work at least 630 hours the next school year and anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks of the school year.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year under the conditions described in WAC 182-31-050.

All compensated hours in District positions shall count for purposes of establishing eligibility

in accordance with WAC 182-31-040.

7.1.3 Benefit Enrollment and Continuity of Coverage

In accordance with WAC 182-31-040, in the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work or first day the employee is found eligible.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

7.1.4 Leaves of Absence

Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employment relationship will remain eligible for benefits under conditions allowed by SEBB. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or Title 50A RCW Family and Medical Leave.

7.1.5 Benefit Termination

An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits through their final month of employment per WAC 182-31-050. Any employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective.

In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31 unless the employee identifies an earlier resignation date. In cases where employees eligible for SEBB separate after completion of the employee's full contract obligation (i.e. the end of the employee's work year as it aligns with the student school year in June) the District will report the resignation as of August 31st and continue such benefits provided the employee states their resignation date August 31st.

7.1.6 Information Sharing

The District will provide LEA an annual report of plan utilization and health benefit revenues and expenditures.

7.2 Interpretations and Appeals

The provisions in Article VI, Section 7 represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations and policies, some of which may change over time.

Any eligibility, premium surcharges, or enrollment decisions made by the District may be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 rather than the grievance procedure of the Collective Bargaining Agreement. All

other provisions of this Section are subject to the grievance procedure in this CBA.

Section 8 Sick Leave Buy Back

As an incentive to encourage prudent use of sick leave days, each employee's portion of sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.

1. At the time of separation from school district employment due to retirement or death, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation, exclusive of supplemental contracts, of the employee for each four (4) full days accrued sick leave for illness or injury.
2. Retirement shall be defined as when an employee is eligible to receive benefits under the Washington State Teachers' Retirement System (WSTRS). The employee must verify to the District Superintendent that retirement benefits will be forthcoming from theWSTRS within three (3) months.
3. In February of the year following any year in which a minimum of 60 days of sick leave is accrued, (February thereafter) any eligible staff member may exercise an option either:
 - a. To receive remuneration for unused sick leave accumulated in the previous year in an amount equal to one day's compensation of the staff member for each four full days of accrued sick leave in excess of 60 days; all such leave for which the staff member receives compensation shall be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation; or
 - b. To leave that year's sick leave in the staff member's accumulated sick leave account.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 Calendar

There shall be no deviation from or change in the school calendar included in this Agreement without mutual consent of the Board and the Association. The make- up of school days lost from the regular calendar shall be negotiated to the satisfaction of both the Association and District.

Annually, by February 1st, the District and the Association will meet and negotiate a mutually agreeable calendar for the subsequent school year. When possible, the teams will negotiate calendars for three academic years.

- a. Each calendar option shall clearly include the following factors:
- b. First and last day of school,
- c. Duration and dates of Winter Break,
- d. Duration and dates of Mid-Winter Break,
- e. Duration and dates of Spring Break,
- f. Holidays, as applicable,

g. Placement Professional Learning Day(s),

The agreed upon calendar(s) shall be presented to the LEA membership for a vote. Upon approval by a majority of the LEA membership, the calendar will be forwarded to the school board for consideration.

1.1 Half Days

For the purpose of parent conferences, half days as deemed appropriate by the District, will be scheduled in both Fall and Spring. At a minimum the District will schedule five half days for elementary teachers, two half days for secondary school teachers. Additional half days, if any, must be approved in advance by the District.

1.2 Early Dismissals

There will be early dismissal the day before Thanksgiving, the day before Winter Recess, the day before Mid-Winter Break, and the day before Spring Break. Release time will be determined to reasonably accommodate the afternoon ferry schedule for that particular date.

1.3 Collaborative Meetings

Less than full time faculty members may attend these meetings and will receive prorated pay for each collaborative meeting.

1.4 Faculty Meeting

Faculty meetings will be scheduled for those days during which most part time certificated faculty members are normally present, as based on their teaching schedule. Further, the parties agree that the specific date, time and location of these meetings will be reasonably publicized in advance. Finally, the parties agree that less than full time faculty members are obligated to attend the meetings if their assigned class schedule is contiguous with the scheduled meeting, but are under no obligation to attend the meetings if their schedule is not contiguous with the scheduled meeting.

1.5 Parent Conference Meetings

Less than full time faculty members must conference with parents if the part time faculty members' scheduled class time is pre-empted by conference time. If scheduled class time is not pre-empted by conference time, the part time faculty members will be requested but not required to have parent conferences on the scheduled conference day. If this is not possible, less than full time faculty members will be requested but not required to conduct parent conferences on the day before or the day after the district scheduled parent conference day. If this alternative is also not possible, less than full time faculty members will be required to conduct their conferences by telephone. Less than full time faculty members will receive a full day's prorated pay for each parent conference meeting day.

1.6 School Start Up and In-service Days

The length of regular employee contract shall be one hundred eighty (180) student contact days. Three (3) Professional Learning Days and a fourth day scheduled prior to the start of the school year, for use by educators for purposes of preparation for the school year shall be paid through a supplemental contract. The three (3) PLDs are contingent upon state funding.

All leaves will apply per Article V – Leaves. Part-time employees shall be compensated at a

full FTE for these supplemental days.

1.7 Snow Days and Remote Learning

Remote learning is a successful mode of learning if both the student and teacher have the time to prepare. For remote learning to be successful both students and teachers must have their computing devices at home with them. In addition, teachers must create alternate learning experiences that take advantage of the remote modality. In order for the learning to be equitable for all students, the District must call the snow day before 12 pm the previous day for the snow day to be designated a remote learning day. If this isn't possible, a regular snow day should be called with a make-up day determined based on the calendar.

Section 2 Working Conditions

The employees' basic workday shall not exceed 7.5 hours. The employees' basic workday shall include 30 minutes before and 30 minutes after the students' instructional day. The purpose of this time is for the benefit of pupils and patrons of the school. Teachers shall have a 40 minute duty free lunch period except that the District and the Association may mutually agree to exceptions to this clause and those exceptions must be on a written list signed by both the District and the Association. Teachers shall have a 40-minute duty free lunch period.

Employees required to travel between buildings in the course of their employment shall be scheduled to provide sufficient time for such travel.

Employees shall not be required to supervise students during their assigned planning time except in case of emergency, in which event the employee will be compensated at a pro-rated per diem rate of pay for the amount of missed planning time. Employees shall not be expected regularly to supervise students after the Basic Work day.

Each employee shall have at least fifty (50) continuous minutes per day or two hundred fifty (250) minutes per week designated as planning time. Each employee shall have at least fifty (50) continuous minutes per day designated as planning time. Planning time shall be used for classroom preparation, parent contact, grading or any other activity related to the educational process as determined by the employee.

In addition to the daily planning time provided above, one early student dismissal period per week shall be provided for collaboration time.

Employees are expected to remain on the school premises during the work day. Employees who need to leave campus during their planning time will notify the school office. This provision does not apply to the duty free lunch period, nor when an emergency situation prevents compliance.

Section 2.1 Remote and Necessary School

The parties recognize that the nature of the remote and necessary K-8 School on Decatur Island provides an essential educational experience for students, but also creates unique demands on the teacher that conflict with some of the provisions established in Article VII, Section 2 concerning working conditions. To accommodate stipend of \$6500. The Decatur Island teacher position will be excluded from the following provisions of this section:

1. Teachers shall have a 40-minute duty-free lunch
2. Teachers shall not be required to supervise students during their assigned planning time except in case of emergency, in which case the employee will be compensated at a pro-rated diem rate of pay for the amount of missed planning time
3. Each employee shall have at least fifty (50) continuous minutes per day designated as planning time

Section 2.2 Work Year

The length of regular employee contract shall be one hundred eighty (180) student contact days. Three (3) Professional Learning Days and a fourth day scheduled prior to the start of the school year, for use by educators for purposes of preparation for the school year shall be paid through a supplemental contract. The three (3) PLDs are contingent upon state funding.

Should the Legislature decide to increase or reduce the number of Professional Learning Days the length of the contract for all certificated employees will be adjusted to incorporate the applicable number of Professional Learning Days as funded by the state. At least one PL day shall be scheduled prior to the start of the school year, with one half of that day available for use by educators for purposes of preparation for the school year.

Section 2.3 Professional Duties

The District and Association agree and affirm the following beliefs:

- a. the success of the Lopez Island School District is dependent upon hiring and retaining the highest quality teachers;
- b. a healthy work-life balance is critical for providing a quality student-focused environment and for teacher retention;
- c. the time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgement;
- d. the commitment required of Lopez Island's teachers cannot be accurately measured in hours or days;
- e. employees will provide a professionally responsible level of service and commitment in their professional duties.

The following will be considered part of the professional responsibility:

- Preparation for school opening to be scheduled and determined by the individual teacher;
- Work connected with the conclusion of the school year to be scheduled and determined by the individual teacher;
- Spring/Fall Conferencing (as consistent with Article 7 Section 12, p.39 of this contract);
- Communicating with students and parents to be scheduled and determined by the individual teacher;
- Supporting school/student activities to be scheduled and determined by the individual

teacher;

- Providing individual help to students to be scheduled and determined by the individual teacher;
- Evaluating student work to be scheduled and determined by the individual teacher;
- Researching educational materials and supplies to be scheduled and determined by the individual teacher;
- Improving and maintaining professional skills, outside of using professional development funds, to be scheduled and determined by the individual teacher;
- Preparation and revisions of materials to be scheduled and determined by the individual teacher;
- Planning with or collaboration with other employees in areas of instruction and curriculum to be scheduled and determined by the individual teacher;
- Working with computers and other technology as related to educational uses to be scheduled and determined by the individual teacher;
- Attending Open House, Back-to-School/Curriculum Night will be given comp time consistent with current practice.

Section 3 Class Load

The District will ensure equal class loads for the same courses and same grade levels. Class rosters will be available to the employee at least one week prior to the beginning of the class. Students who are, or have previously been identified as, Special Education, Highly Capable, English Language Learners (ELL), and 504 students will be so designated on the roster, or on a separate list.

Class and Caseload Remedies

After the school year begins, teachers will be notified at least 24 hours before any new students are enrolled. Overload remedies shall be based on the student count for the first student attendance day of the month.

When the staff's caseload or class size exceeds the numbers outlined in the section below, the District and Association will take the steps listed below in the following order:

1. Meeting of the parties
2. Offer increased FTE
3. Implement financial remedy

1. Meeting of the parties

When the monthly enrollment reports identify an overload, the administration will meet with the affected employee and a representative of the Association Executive Board within five working days to review the employee's overload situation and discuss the specifics of how to alleviate the overage or implement appropriate remedies as outlined in this section.

2. Offer increased FTE

First, the district will offer additional FTE to the employee on a contract of less than 1.0 FTE in lieu of overload pay. The employee may choose to accept or decline the offer of additional FTE.

3. Implement financial remedy

If the employee is not eligible for additional FTE or chooses to decline the offer of additional FTE, and the District is unable to reduce the overage within 30 calendar days, the District will

retroactively compensate the employee for the overage (weighted appropriately per the sections below). The employee will continue to receive compensation until the overage is remedied. The employee will be compensated as outlined below:

- 1-4 Students Over - \$20 per school day (Elementary); \$4 per section per school day (Secondary)
- 5-9 Students Over - \$30 per school day (Elementary); \$6 per section per school day (Secondary)
- 10-14 Students Over \$40 per school day (Elementary); \$8 per section per school day (Secondary)
- 15+ Students Over \$50 per school day (Elementary); \$10 per section per school day (Secondary)

The District and Human Resources office will provide the mechanism to provide the additional funds on the next month's pay warrant.

A. Classroom Teachers

Standard class load maximums weighted appropriately for classroom teachers are:

- K-3: 20 pupils (K-3 average of 17 to receive state funds)
- 4-6: 24 pupils
- Split K-3 elementary: 20 pupils
- Split 4-5 elementary: 24 pupils
- 7-12: 28 pupils per class
- Science Lab: 25 pupils
- CTE: 25 pupils
- 35 PE/Music
- 30 Other electives

ALE K-12 Parent Partner teacher and any teacher providing ALE maximum will be:

- 50 student headcount with clerical assistance (for 1.0 FTE teacher)
- 40 student headcount without clerical assistance (for 1.0 FTE teacher)

In addition, ALE Parent Partner teachers will have a maximum of 27 student FTE. These student numbers will be prorated by teacher FTE and category weighting will not apply.

A secondary classroom teacher's student roster will not exceed 120 and 150 for music, and PE unweighted students. The student roster will be counted by head count.

Teachers in K-6 who are assigned to teach a split class will receive a stipend of \$500 per semester.

Category Weighting¹

Students in the following special categories will be counted as a minimum of 1.5 when determining the class size and caseload when the students are integrated into a standard classroom environment:

- ELL
- Hi-Cap
- 504 Students

Students categorized as an ELL Newcomer will be counted as a minimum of 2.0 when

determining the class size and caseload when the students are integrated into a standard classroom environment.

If ELL, ELL Newcomer, or Hi-Cap students are served in a specialized class with like peers, they will be exempt from category weighting.

Students with the following categories will be counted as a minimum of 2.0 when determining the class size and caseload unless they are assigned a 1:1 paraeducator for support. With a 1:1 paraeducator, these students will be counted as a minimum of 1.5 when determining the class size and caseload:

- Deaf-Blindness*
- Deafness*
- Hearing Impairment*
- Other Health Impairment*
- Specific Learning Disability*
- Emotional Disturbance*
- Intellectual Disability *
- Speech or Language Impairment*
- Traumatic Brain Injury*
- Visual Impairment*
- Developmental Delay*

Students with the following category will be counted as a minimum of 2.5 when determining the class size and caseload unless they are assigned a 1:1 paraeducator for support. With a 1:1 paraeducator, these students will be counted as a minimum of 2.0 when determining the class size and caseload:

- Autism Spectrum Disorder
- Intellectual Disability *

Students with the following categories will be counted as a minimum of 3.0 when determining the class size and caseload unless they are assigned a 1:1 paraeducator for support. With a 1:1 paraeducator, these students will be counted as a minimum of 2.0 when determining the class size and caseload:

- Motor/Orthopedic Impairment
- Multiple Disabilities*

B. Specialist/Special Education/ESA Caseloads

The District will allocate special education and ESA staffing in a fair and equitable manner. Special Education & Support Services will conduct meetings with special education teachers, building administration, and ESA support staff when needed to determine whether additional supports are necessary.

For the purpose of determining workload for special education employees, students with an Individual Educational Plan (IEP) will be the basis for staffing and workload. Caseload will be determined by headcount and will not be weighted.

The following are the caseload/workload maximums for the special education teachers and specialists:

- OT/PT: 1.0 FTE Specialist: 40 (PreK-12)
- SLP: 1.0 FTE Specialist: 35 (PreK-12)

- School Counselors: 1.0 FTE Specialist: 250 (K-12)
- ELL Caseload: 1.0 FTE Teacher: 66 Students.
- Special Education Teacher Inclusion/Resource Room: 1.0 FTE Teacher: 20 (PreK-12)
- Special Programs for students with significant needs (Pre-5): 1.0 FTE Teacher: 8 students
- Special Programs for students with significant needs (6-12): 1.0 FTE Teacher: 10 students

Additional Parameters for Specialist Staff

Dedicated Special Education Teacher - Significant Needs (Pre-5) 1.0 FTE

- Caseload has a maximum of 8
- There is no minimum number for this caseload
- This teacher will have 1 paraeducator to assist with student learning. This does not include students who have been assigned 1:1 paraeducator support for medical or behavioral reasons as designated by their IEP.

Dedicated Special Education Teacher - Significant Needs (6-12) 1.0 FTE

- Caseload has a maximum of 10
- There is no minimum for this caseload
- The teacher will have 1 paraeducator to assist with student learning. This does not include students who have been assigned 1:1 paraeducator support for medical or behavioral reasons as designated by their IEP.

C. IEP Preparations & Alternative Assessment

Each certificated special education staff member will receive one release day per quarter for IEP preparation, planning, and other job-related duties prorated by FTE. When the caseload exceeds the caseload cap above, the impacted staff member will receive one additional release day per semester.

Special Ed teachers for Significant Needs students will be given 0.25 release days per student to complete IEP's and paperwork, observe students, hold meetings and review files.

Special education teachers that have students that participate in the WA-AIM (or other alternative assessment because they are unable to access the standard state assessments) will receive \$250 per student for their work in creating and administering the individualized assessment.

Section 4 Classroom Visitation

To provide community members of the District the opportunity to visit classrooms with the least interruption to the teaching process: All visitors to a classroom shall obtain approval of the Superintendent or his designee and the time of such visit shall be arranged after the Superintendent or his designee has conferred with the teacher.

The teacher shall be afforded the opportunity to confer with the classroom visitor before the visitation.

Section 5 Employee Facilities

The District will provide the following facilities for the employees, within one of the two school buildings:

1. A furnished faculty lounge and work area which may also be used as a teachers' dining area.
2. A desk, chair and filing or storage cabinet appropriate to the classroom and/or planning area.
3. Well-lighted and clean restrooms separate from student restrooms.
4. Keys to their classrooms, faculty lounge, work area, and the outside door of their assigned building, which keys shall at the request of the District be returned at the end of the teaching year in June. Employees shall be responsible to keep doors locked, where appropriate, and for the security of keys issued to them.

Section 6 Safe Working Conditions

Teachers shall not be required to work under unreasonably unsafe or hazardous conditions or to perform tasks, which unreasonably endanger their health, safety or well-being.

Section 7 Individual Staff Development Stipend

The District will provide \$1250 per year per employee for approved professional development requests. This will be prorated based on staff FTE. Professional learning activities may take place within or outside the contracted day or year and may include workshops or other trainings, individual or collaborative curriculum work or other projects designed to enhance professional knowledge and skills. Such requests will be submitted to the Building Principal for approval. The \$1250 per year may be used for workshop/training registration and travel and for compensation at the curriculum rate for time spent outside the contracted day or year. Compensation for activities outside the contracted day or year will be claimed by submitting documentation of extra hours to the payroll office, together with a short reflection on what the employee learned and how that learning will be applied to their practice. Employees may carry over up to \$750 in unused funds to the next school year to accrue a maximum of \$2,000. Written requests for exceptions may be approved by the administration. Professional learning activities shall not necessarily be limited to the regular school year.

Section 8 After School Supervision

Teachers will not be expected to supervise students after the basic workday unless contractually authorized to do so under supplemental contract, but shall be responsible only to report the presence of unsupervised students to the office or authorities so as to prevent damage to persons or property occurring in the employee's presence.

Section 9 Private Car Use and Meal Reimbursement

Certificated employees shall not be expected to use their own cars for school business without compensation. Compensation will be at the IRS rate. They may do so voluntarily only with the advance approval of the proper school administrator or his designee.

The cost of meals associated with approved travel shall be reimbursed consistent with Board Policy and the Washington State reimbursement rate by region.

Section 10 Layoff and Recall

A. General

1. In the event the District modifies the educational program for financial or other reasons which results in a reduction of certificated employees for reasons other than inadequate performance or disciplinary action, the determination of those certificated staff to be retained shall be made on the basis of category, certification and seniority in that order. The following procedure will be used:
2. The District shall:
 - a. Prior to November 15 of each year, the District shall prepare and provide each certificated employee and the Association Executive Board with an electronic or paper statement of their standing in accordance with categories, certification, and seniority herein, as recorded in their District personnel records. The notice shall also include notation of each employee's contract status (leave replacement, retire-rehire, provisional, continuing). Each certificated employee shall, prior to November 30, return such statement to the Superintendent's office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent legal proof verifying such employee's public school service in accordance with Paragraphs B, C and D below. If the statement is not returned by November 30 of the current year, the statement shall be deemed correct. The final category and seniority list will be published and distributed to employees and the Association by December 15.
 - b. Determine, as accurately as possible, the total number of certificated staff known as of April 15th who have non-continuing (leave replacement or retire-rehire) or provisional contract status and those who will not be returning to the district due to retirement, family transfer, normal resignations, leaves, discharge or non-renewal, and these vacancies will be taken into consideration in determining the number of available positions for the following school year.
 - c. Prior to the lay-off of any continuing contract certificated employee, all employees on leave-replacement contract or retire-rehire status shall be non-renewed, then provisional employees shall be non-renewed, in that order.

If a provisional employee is non-renewed for any reason other than an overall unsatisfactory evaluation, including financial reasons, she/he will receive a letter of reference from the District stating that the non-renewal was for financial, not performance reasons.

 - d. Upon determination of educational programs, services, and activities to be retained, assign employees to appropriate positions subject to the provisions of this agreement and state law and state regulations.
 - e. No later than May 15th, identify the names of certificated employees to be terminated under the District's reduced program and services, provide a list of said employees to the Association Executive Board, and provide appropriate individual notification to each affected employee in accordance with RCW 28A.405.210 and 220. Employees so identified herein will be considered the employment pool.

B. Categories

For purposes of this section there shall be two categories of employee. One category shall be made up of certificated employees employed on Lopez Island. A separate category shall be made up of certificated employees employed on Decatur Island. Each employee shall be

considered for retention in the category appropriate to the position held by the employee at the time these procedures are implemented.

C. Definition of Certification

Certification shall be determined by the District based upon the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC) and those regulations required for funding (e.g., special education, vocational).

An employee shall be deemed qualified for a position if they hold the required certificate/endorsement. To ensure that the certificated employees recommended for retention will be qualified to implement the education program determined by the District, all certificated employees must possess valid Washington State certificates/endorsements as may be required for the position(s) under consideration.

D. Definition of Seniority

The District shall retain those employees with the longest period of service as a certificated public school employee on a seniority basis as provided below.

1. "Seniority" shall mean the number of years of certificated experience in Washington State, rounding to the nearest tenth. An exception will be made for active employees with a hire date no later than September 1, 2008, in that those employees will be "grandfathered," and their out of state seniority shall be counted. Employees on leave will maintain the seniority accrued at the time they discontinued active service to the District, unless otherwise provided in this Agreement.

2. In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall be provided preference. In the event ties still exist, the employee(s) with the largest number of college or university credits, and/or clock hours equivalent to credits eligible for recognition by the District for salary purposes beyond the B.A. degree, as earned and recorded in the Certification Office as of December 31st shall have preference.

3. In the event that more than one individual employee has the same seniority ranking after applying the above provisions, all employees so affected shall participate in a drawing, by lot, to determine the position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

E. Leaves

Upon determination that the involuntary non-renewal of employment contract(s) of certificated employee(s) will be necessary, certificated employee(s) not terminated shall be invited to apply for one (1)-year leaves of absence without pay. The Superintendent shall recommend favorable action to the Board for any such applicant whose position can be adequately filled from within the District if the granting of such leave should make it possible to grant a leave replacement contract to a qualified, terminated employee from the employment pool, referred to in Paragraph A.2.e. Employees taking one (1)-year leaves of absence shall be responsible for providing the District with mailing addresses and any changes thereof during their leave period.

The employee on leave will be required to notify the District office by letter of his/her desire to return to a teaching position for the next ensuing year by April 1st of the year in which the leave will expire. Failure to provide such notice will be considered an act of resignation and all employment rights will be forfeited.

F. Recall Procedure

Any continuing contract status certificated employee receiving written notice of contract non-renewal pursuant to the provision of this section shall be placed in an employment pool for possible re-employment until such time as either the affected employee turns down employment equal to or greater than they were reduced from, or the affected employee fails to notify the District of their acceptance of an offered position within ten (10) days from the date of mailing of the job offer as in F.3 below. It is expressly understood that the failure of an employee to accept a less than full-time, full-year position of less than the full time equivalent (FTE) of the position from which they were non-renewed shall not remove an employee from the employment pool.

Employment pool personnel will be offered any available position ~~that becomes available~~, for which they hold certification/endorsement set forth in Paragraph C, so long as District funding would not be negatively impacted. If more than one such employee is certified for an open position, the criteria set forth in Paragraph D shall be applied to determine who shall be offered the position, with the employee with the most seniority offered first right of refusal to the position.

In the event that the programs are restored, or positions become available, the Board shall follow the following procedures when recalling employees:

1. All qualified employees who have been placed in the employment pool shall first be recalled before the Board employs or assigns any additional personnel to fill teaching assignments. Certificated employees on layoff shall first be recalled by seniority and certification. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position.
2. Certificated employees who were previously assigned to part-time positions shall be recalled to part-time positions provided that no part-time certificated employee with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all certificated employees (full and part-time) with greater seniority.
3. When a vacancy occurs for which one or more employees in the employment pool is qualified, in an effort to expedite the filling of the vacancy, notification will be sent from the District to all such individuals by certified mail to each qualified employee's last known address and by email to each employee's school email address by the Superintendent or their designee. Such individuals shall have ten (10) days from date of mailing or email, whichever shall occur first, to accept the position in writing, subject to seniority (Paragraph D). The available position will be offered to the most senior employee who accepts the position. The Superintendent or their designee will notify other respondents that the position was accepted by a more senior employee.

4. An employee in the recall pool shall maintain employment status with the District for two (2) years immediately following August 31st of the year the employee is laid off. Failures to provide notice of intent to return from leave (Paragraph E) and to respond to an offer for a position of equal or greater FTE (Paragraph F) shall terminate his/her recall pool rights. Such employment status may be extended upon employee request at the discretion of the Board.

5. Employment pool teachers who notify the District in writing of their interest in subbing will be given priority for all substitute assignments for which they are certified/endorsed. All efforts will be made to offer substitute assignments to such interested employees in an equitable manner.

G. Layoff Benefits

All rights to which a certificated employee was entitled at the time of their layoff including unused accumulated sick leave and credits toward leave eligibility will be restored to the certificated employee upon their return from the recall pool to active employment, and the certificated employee will be placed upon the proper step of the salary schedule for the certificated employee's current position according to the certificated employee's experience and education.

H. Applicability of the Grievance Process

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee's rights to access the grievance procedure contained in the Agreement.

Section 11 Attendance at Meetings

- A. Employees authorized by the Board or its designee to represent the District at professional conferences, meetings, symposiums, seminars, and observations at other school shall not suffer loss of wages. Necessary expenses shall be paid by the District or agencies cooperating with the District in such programs.
- B. Employees requesting such authorization shall present a completed meeting application form to the Superintendent at least ten working days before the scheduled trip. Within 5 working days, the Superintendent shall process the request and inform the employee whether the authorization is granted.
- C. The issue of responsibilities for meetings for less than full time faculty members is addressed in VII.1.4.

Section 12 Parent Conferences

All certificated staff shall conduct parent conferences on the days/nights scheduled on the school calendar. Nothing shall prohibit a certificated staff member from conducting parent conferences on additional occasions. In exchange for the additional time required to conduct evening conferences, teachers will be allowed to leave early on one of the calendared conference days for each conference period in the school year.

Section 13 Extended Field and International Trips

Teachers who are accompanying students on school sponsored overnight trips shall receive a stipend of \$25 per school night and \$100 per non-normal work day for any time actually supervising students.

Section 14 Classroom Budget

The District will provide \$800 per year per employee for classroom supplies, tools and curricular supplements. This will be prorated based on the staff FTE. Employees may carry over 25% of the unused funds to the next school year to accrue a maximum of \$1000. Written requests for exceptions may be approved by the administration.

ARTICLE VIII – EVALUATION

Section 1 Introduction

The evaluation process shall encourage and recognize efforts towards professional growth and performance by creating an atmosphere that encourages personal reflection, risk taking, goal setting, data collection and effective assessment, and that takes advantage of an atmosphere of trust and respect. The process recognizes certificated staff as dedicated professionals sharing the responsibility to provide the best education possible to students by keeping abreast of current learning information, achieving the goals established in the School Strategic Plan, and striving towards the intent defined in the District's Mission Statement, Statement of Beliefs, and District Vision Statement.

It shall be the goal of the process to assist each teacher, by utilizing the most effective option, toward a positive growth experience for the certificated staff that will benefit students.

Section 2 Structure of the Evaluation System

- A. It is preferred that the first formal observation for evaluation of all teachers shall be completed prior to January 20th of each year. In the case of teachers placed on probationary status, the probationary evaluation process shall be completed on or before May 1st. All new teachers shall be observed at least once for a period of at least thirty (30) minutes, consistent with the procedures and criteria set forth herein, within the first ninety (90) days from the beginning of employment.
- B. Prior to initiating the evaluation process, the evaluator may prepare himself/ herself by review of records and information pertinent to the evaluation being initiated.
- C. Two processes are available for the evaluation of teachers—one is identified below; the other is described in Appendix K, Professional Growth Option (Trial Basis).
 1. Each teacher shall be observed for purposes of evaluation in the performance of their assigned duties a minimum of two (2) times per year, for a total annual observation time of at least sixty (60) minutes.
 2. Each such observation shall be conducted for a period of not less than twenty (20) continuous minutes at such time as it is mutually acceptable to the evaluator and the evaluatee, if they can agree, and if not, as established by the evaluator. Teachers shall be evaluated on overall performance in various working assignments to the extent reasonably possible.
 3. Prior to the first scheduled formal observation a pre-observation conference

between the evaluator and the evaluatee will be conducted not more than five (5) working days prior to such observation and prior to each subsequent scheduled formal observation unless waived by mutual consent.

4. Post-observation conferences shall be conducted between the evaluator and the evaluatee not more than five (5) working days following the first scheduled formal observation and five (5) working days following each subsequent scheduled formal observation, unless waived by mutual consent.
5. An Evaluation of Performance Process (Appendix C-1) shall be completed by the evaluator and a copy provided the employee within three (3) working days following the preparation of such form.
6. Evaluation of Performance Process (Appendix C-1) shall be used for either the regular or the short process and will be marked accordingly.
7. The evaluatee shall sign each Evaluation of Performance Process, only to indicate his awareness of the comments and summary statement recorded thereon, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statement, and the evaluatee shall have the right to affix to the Evaluation of Performance Process any comments, observation or consideration he/she believes to be pertinent to said evaluation report.
8. If any of the following conditions are absent, any evaluation report shall duly note the specific condition(s) lacking in that teacher's instruction setting:
 - a. Reasonable class size;
 - b. Sufficient availability of supplies and equipment for the instructional program;
 - c. Adequate physical facilities and location to accommodate the learning environment as necessitated by the area of instruction being taught;
 - d. Preparation time for the teacher in accordance with this Agreement;
 - e. The existence of a District course and curriculum guideline for the particular subject/grade level involved;
 - f. Assignment of teachers in area of preparation.
9. The evaluator may make informal observations without advance notice at his discretion. Such informal observations shall last a reasonable length of time in order for the evaluator to understand the situation being observed. A record of such observation shall be made, and a copy thereof given to the employee within ten (10) working days of such observation.

Section 3 Evaluation Options

A. Summative Evaluation System

1. The Summative Evaluation System will comply with Chapter 392-191, 392-192, 28A.405.100 and 28A.405.150 WAC's, School Personnel-Evaluation of the Professional Performance Capabilities and Professional Development Programs.
2. The Summative Evaluation system is required for certificated employees for

their first three years of employment.

3. All certificated employees of the bargaining unit will be evaluated on the Summative Evaluation System at least once every four years.
4. The Summative Evaluation system will include goal setting and establishing plans for professional growth.
5. The Summative Evaluation System may be requested by a certificated staff member at any time, and an administrator may establish the System after sharing cause with the affected staff member.

B. Professional Growth Option

1. The Professional Growth Option will comply with Chapter 392-192 WAC, School Personnel: Professional Development Programs.
2. The Professional Growth Option shall be available to certificated staff who have completed three years of satisfactory summative evaluations.
3. The PGO includes risk taking, goal setting, data collection, effective assessment and personal reflection.
4. A PGO Verification Form shall be filed with the administrator by May for the current year. The Employee Planning Worksheet will be filed with the administrator by June for the following school year.
5. Peer involvement, colleagues from other districts, and data collection, including that from students and parents, are all encouraged. All data collected will be the property of the employee with only that attached to the Verification Form by the teacher, becoming a part of the Personnel File.

Section 4 Evaluation - Short Process

After an employee has four (4) years of satisfactory evaluations under the current regular evaluation process an administrator will use a short process of evaluation as allowed by state law.

The regular evaluation process shall be followed at least once every three (3) years. An unsatisfactory evaluation under the short process automatically returns the evaluation to the regular process.

- A. The short process of evaluation shall be one 30-minute observation during the school year utilizing the Short Process Form.
- B. The following procedural requirements of the regular evaluation process shall apply:
 1. Designation of the evaluator.
 2. Time limit on the delivery of an observation form.
 3. Meeting with individuals or groups of employees to review the evaluation system
 4. Prearrangement of observations.
- C. The short process evaluation shall not be used as a basis for placing an employee on probation nor as probable cause of the nonrenewal of an employee's contract.

Section 5 Structures of the Evaluation System

The following procedures shall be followed to implement the evaluation criteria as set.

A. Procedures of Evaluation:

1. The District shall furnish to each teacher a copy of this procedure, prior to the beginning of evaluation.
2. Prior to the beginning of the evaluation process and as necessary thereafter the administration shall:
 - a. Meet with individuals or groups of teachers to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, processes, procedures and purpose.
 - b. Designate the evaluator(s), if other than the principal, but no employee shall be approved as an evaluator.
3. At the pre-observation conference as defined in Article VIII, Section 2, herein, the parties shall:
 - a. Discuss the areas of criteria that will be observed by the evaluator.
 - b. Establish the dates for the formal observations. Such dates shall be recorded in the designated place on the Evaluation of Performance Form.
 - c. Discuss the course outline, objectives, tasks, resources, etc. from which the lesson to be observed is a part, as well as the specific lesson plan, objectives, tasks, resources, etc. to be utilized during that particular observation.
4. An evaluation observation conducted by the evaluator shall:
 - a. Be not less than twenty (20) continuous minutes in length;
 - b. Not interfere unreasonably with the normal teaching/learning process of the class, but merely being present in the room shall not be deemed to be such unreasonable interference.
5. If the employee disagrees with or questions any results of the formal evaluation procedure or disagrees with any statement contained in any Evaluation of Performance Process, that teacher may, within ten (10) working days after the delivery of the formal evaluation form to the teacher, write a detailed statement concerning the point(s) of disagreement with such evaluation that shall be placed in her personnel file.
6. For those employees for whom follow-up observations are to be conducted in accordance with Article VIII, Section 4, number 6.c.i-v, the following procedures shall apply:
 - a. One (1) of the following recommendations shall be forwarded to the Superintendent of the District when necessary:
 - i. That the evaluatee is being observed further through application of the evaluation procedure, but that identified deficiency(s) do not constitute sufficient concern at the time of the recommendation for a recommended probationary status.

ii. That the evaluatee be placed on probationary status.

7. An evaluatee who may be or has been placed on probation shall have the reasonable opportunity to have present a representative of the Association at all preobservation and post-observation conferences if the evaluatee so desires, but the responsibility for arranging for the presence of such representatives rests with the employee.

B. Procedures of Probation:

If a teacher is recommended for probation by the evaluator, the following procedures shall be implemented:

1. The Superintendent of the District shall review the evaluation and decide whether to establish a probationary period for the employee.
2. In the event a unit member is evaluated and found to be unsatisfactory and may be placed on probation, the Association will be notified in a timely fashion.
3. If the Superintendent determines to establish a probationary period for the employee, the Superintendent shall:
 - a. Notify the teacher in writing of the specified stated deficiency(s) and shall set forth a list of specific recommendations for improvement.
 - b. Establish that the period of probation begins on or before February 1, and ends no later than May 1, unless terminated sooner.
 - c. Clearly set forth specific objectives designed to assist the particular teacher to overcome the specific deficiency(s) and specifically set forth by name, those persons who shall be involved in assisting the teacher in overcoming the deficiency(s).
 - d. Set forth a direction that the evaluator involved shall provide in writing, definite and constructive suggestions to the teacher for the elimination of the probationary status.
4. The following process shall be utilized in the evaluation and formal observation of a probationary teacher:
 - a. The probationary teacher shall be observed a minimum of twice (2) a month during the probationary period unless the evaluator recommends to the superintendent prior to the completion of at least four (4) observations, that the probationary period be terminated due to the remediation of the deficiency(s) as stated in the probationary notice. The probationary teacher has the right to be evaluated by an outside evaluator of his/her choice and/or seek the assistance of a consultant in his particular subject area or field. Any cost associated with this provision will not be the responsibility of the District.
 - b. A pre-observation conference shall be conducted between the probationary teacher and the evaluator not more than three (3) working,

but not less than one (1) working day(s) prior to each scheduled observation at which time the parties shall:

- i. Discuss the areas of criteria that will be observed by the evaluator.
 - ii. Establish by mutual consent the date for the formal observation, unless the parties cannot agree, in which event the evaluator shall establish the date.
 - iii. Discuss the course outline, objectives, tasks, resources, etc., from which the lesson to be observed is a part, as well as the specific lesson plan, objectives, tasks, resources, etc. to be utilized during that particular observation.
- c. Each scheduled observation conducted by the evaluator shall be not less than thirty (30) continuous minutes in length, shall be structured so as to not interfere unreasonably with the normal teaching/learning processes of the class and shall be conducted with the full knowledge of the probationary teacher.
- d. Following each scheduled observation, a post-observation conference shall be held within not more than five (5) working days between the evaluator and the probationary teacher, at which time an Evaluation of Performance Form shall be completed by the evaluator and discussed with the probationary teacher. At this time, the parties shall discuss the progress being made with respect to the deficiency(s) specified in the notice of probationary status, along with recommendations for improvement and future remediation efforts.

Upon completion and discussion of each Evaluation of Performance Form and the composite, the evaluatee shall sign such form, only to indicate his awareness of the comments and summary statement recorded therein, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements, and the evaluatee shall have the right within ten (10) working days to affix to said Evaluation of Performance form any comments, observations or considerations he believes to be pertinent to said evaluation report.

- i. At any time during the probationary status period, the probationary teacher may request an evaluation observation be conducted by an associate with expertise in the probationary teacher's field and/or a representative of the Association. Said observations shall be conducted in accordance with the procedures as established herein. Copies of the Evaluation of Performance Form resultant for said observation (s) shall be submitted to the probationary teacher and the Superintendent, for inclusion in the teacher's personnel file, and with the usual evaluator of the probationary teacher, for utilization

in the completion of the Composite Evaluation of Performance Form.

- ii. Composite Evaluation of Performance Process, reflecting those Evaluation of Performance Forms completed in the observation process shall be completed by the evaluator and discussed with the probationary teacher prior to the end of the probationary period
5. Prior to May 1st, the evaluator shall submit a written report to the Superintendent who shall:
- a. Between the end of the probationary period and prior to May 15th determine whether or not probable cause or causes exist to discharge or otherwise adversely affect the employee in his/her contract status
 - b. Notify said teacher by notice given as required by statute of such determination.
6. Each teacher who is, at any time, issued a written notice of probable cause or discharge or other adverse effect the employee in her contract status shall have ten (10) working days following receipt of said notice to file notice of appeal pursuant to appropriate state law.
7. Records of probation shall be maintained in the teacher's file for a period not to exceed three (3) years following the satisfactory completion of probationary period and shall be destroyed with the exception of an annual evaluation report at the end of that time period. The teacher shall be notified in writing that the records of probation have been destroyed.

Section 6 Evaluation Grievance

Grievances relative to evaluation and/or probation shall be considered appropriate only as they relate to procedure questions, PROVIDED, if the employee is not placed on probation, or is removed there from, grievances alleging that the evaluator's judgment about the employee's performance were arbitrary and capricious may be considered under the grievance procedure. If a grievance is filed with respect to the propriety of any probationary action, the probation shall continue unless a determination is made through the grievance procedure terminating the probation prior to the completion of the probationary action. All efforts to expedite grievances regarding probationary status shall be made.

Section 7 Evaluation Criteria

A. Evaluation Criteria – Teachers

There are seven (7) teacher evaluative criteria to be used for evaluating the performance of certificated teachers. Under each criterion are listed a number of indicators which shall serve as guidelines for determining the extent to which the teacher met the criteria.

1. Instructional Skill

The certificated classroom teacher demonstrates, through performance, a competent

level of knowledge and skill in designing and conducting an instructional experience, to wit:

- a. Utilizes teacher techniques which are consistent with the selected objectives.
Such techniques will:
 - i. Make provision for difference in ability among students;
 - ii. Provide for the previous knowledge, abilities, and interest of the class;
 - iii. Make effective use of instructional equipment, materials, and resource personnel;
 - iv. Provide a variety of activities in keeping with the maturity and attention span of the student;
 - v. Implement lesson plans but permit flexibility.
- b. Gives explanation, assignments, and directions clearly.
- c. Makes reasonable and appropriate assignments.
- d. Helps students to develop acceptable work habits and study skill.
- e. Evaluates daily lessons and units of study by assessing student achievement of objectives.
- f. Identifies the learning needs of individual pupils.
- g. Establishes learning objectives, outcomes consistent with individual pupil learning needs and with District learning objectives and goals.
- h. Plans and develops a variety of instructional experiences appropriate to specified learning objectives/outcomes.
- i. Conducts/implements the instructional plan/experience.
- j. Assesses pupil's learning/achievement of outcomes and in using the resultant data in the design of the future instructional experiences.
- k. Implements local school district goals, objectives and policies which affect/influence instructional decisions, curricular outcomes, school and classroom procedures, etc.

2. Classroom Management

The certificated classroom teacher demonstrates, through performance, a competent level of knowledge and skill in organizing the physical and human elements in the education setting, to wit:

- a. Selects and prepares equipment and materials in advance of lesson.
- b. Maintains classroom environment and atmosphere conducive to learning.
- c. Selects/creates and uses curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved;
- d. Organizes the physical setting so that it contributes to learning.
- e. Identifies and appropriately uses instructional resources available

throughout the school district and the community.

- f. Organizes individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired;
- g. Provides a classroom climate conducive to student learning.

3. Professional Preparation and Scholarship

The certificated classroom teacher exhibits, through performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession, to wit:

- a. Considers abilities, interest, and present performance levels of students in planning.
- b. Established immediate and long range objectives.
- c. Prepares effective plans to meet objectives.
- d. Plans for continuing evaluation in lessons and units and utilizes the results in planning subsequent lessons.
- e. Possesses and maintains appropriate academic background in subject area.
- f. Uses instructional strategies/methods appropriate to the pupil(s), subject matter(s) taught, and learning outcomes desired.
- g. Relates and uses the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences.
- h. Specifies educational philosophy underlying one's instructional decisions.
- i. Demonstrates commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.).
- j. Implements statutes and rules/regulations which have implications for the professional's practice, subject matter specialization, school policy.
- k. Demonstrates commitment to the profession and its code of ethics.

4. Effort Toward Improvement When Needed

The certificated classroom teacher demonstrates an awareness of personal limitations and strengths, and demonstrates continued professional growth to wit:

Participates in:

- a. Inservice and career development activities sponsored by the district, education service district, and professional organization.
- b. Continuing education and training initiated and selected by the individual.
- c. Self assessment/evaluation and identification of strengths, needs and limitations.

5. The Handling of Student Discipline and Attendant Problems

The certificated classroom teacher demonstrates the ability to manage the noninstructional, human dynamics in the education setting.

- a. Establishes and maintains order and discipline in the classroom.
- b. Shows consistency and fairness in dealing with student behavior.
- c. Disciplines students in a firm but controlled manner.
- d. Encourages students to develop courtesy, self-control, respect and responsibility.
- e. Enlists the assistance of counselors, vice-principal, principal, and other supportive personnel when appropriate.
- f. Assists in maintaining control and enforcing rules throughout school.
- g. Recognizes conditions which may lead to disciplinary problems.
- h. Establishes clear parameters for student "in-classroom" conduct and makes known these expectations.
- i. Develops appropriate strategies for preventing disciplinary problems when they do occur.
- j. Resolves discipline problems in accordance with law, school board policy, and administrative regulations and policies.
- k. Assists students toward self-discipline and acceptable standards of student behavior.

6. Interest in Teaching Pupils

The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils, to wit:

- a. Develops rapport with the student as an individual in a professional manner.
- b. Deals with personal information and communication in an ethical manner.
- c. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
- d. Provides guidance and assistance for students.
- e. Uses knowledge of individual student(s) to design learning experiences and facilitate learning.

7. Knowledge of Subject Matter

The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s), to wit:

- a. Possesses, demonstrates and maintains competence in subject matter.
- b. Keeps abreast of new developments, ideas, and event in the subject matter area(s).
- c. Shows awareness and understanding of relationship between one's subject matter field and other disciplines/subject.

- d. Demonstrates breadth of knowledge in general education/liberal arts or pursuit of such knowledge.

B. Evaluation Criteria - Certificated Support Personnel

There are five (5) certificated support personnel evaluative criteria to be used for evaluating the performance of certificated support personnel. Under each criterion are listed a number of indicators which shall serve as guidelines for determining the extent to which the certificated support person met the criteria.

1. Knowledge and Scholarship in Special Field

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He demonstrates an understanding of a knowledge about common school education and the educational milieu grades K12, and demonstrates the ability to integrate the area of specialty into the total school milieu, to wit:

- a. Provides a theoretical rational for the use of various procedures.
- b. Demonstrates understanding of the basic principles of human growth and development.
- c. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
- d. Relates and applies knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

2. Specialized Skills

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conduction specialized program of prevention, instruction, remediation, and evaluation, to wit:

- a. Designs and conducts a program providing specific and unique services within the individual's specific discipline.
- b. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student:
 - i. To help students integrate and assimilate data.
 - ii. To help others involved with the student interpret and use data appropriately and accurately.
 - iii. To help other specialists by providing case study materials.
- c. Administers assessment procedures or organizes and prepares those who will administer assessment procedures.
- d. Demonstrates ability to assist teachers and administrators integrate specialized information into the regular curricular program.
- e. Develops goals and objectives consistent with district level goals and objectives which will facilitate the implementation of programs and services.

3. Management of Special and Technical Environment

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment

essential to the specialized programs to wit:

- a. Selects or recommends testing and non-testing devices, material, equipment appropriate to student needs.
- b. Demonstrates the use and an understanding of the limitations and restrictions of devices, materials and procedures, etc.
- c. Uses comparative and interpretive data.
- d. Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations and local school district policies.

4. The Support Person as a Professional

Each certificated support person demonstrates awareness of personal limitations and strengths and demonstrates continued professional growth, to wit:

- a. Demonstrates awareness of the law as it relates to area of specialization.
- b. Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competence area.
- c. Demonstrates commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.):
- d. Demonstrates commitment to the concept of career-long professional

5. Involvement in Assisting Pupils, Parents and Educational Personnel

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized program, to wit:

- a. Consults with other staff, school personnel, and parents, concerning the development, coordination and/or extension of services to those needing specialized programs.
- b. Plans and develops support programs to serve the preventive and development needs of the school population and the special need of some students.
- c. Interprets characteristics and needs of students to parents, staff, and community in group and individual settings, via oral and written communication.

ARTICLE IX – GRIEVANCE PROCEDURES

Section 1 Purpose

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Association and of individual certificated employees.

Section 2 Definitions

As used in this statement:

1. "Grievance" means an allegation of a violation of the specific terms of this Agreement.
2. "Grievant" means the Association or an employee or group of employees included in the bargaining unit represented by the Association.
3. "Day(s)" means teacher working day(s), except during the summer recess, when "days" shall mean District business days.

Section 3 General Condition

- A. Time Limits: No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. If a grievance is not appealed within the time limits set forth in each step, it shall be automatically waived. Exceptions at mutual consent.
- B. Contents of the Grievance: During each step where a grievance is formally filed, a written statement shall be submitted by the grievant which shall clearly specify:
 1. The name of the grievant;
 2. The facts upon which the grievance is based;
 3. The specific terms of the Agreement alleged to have been violated;
 4. When the alleged violation occurred;
 5. The results of the previous step in the grievance and why such results were unsatisfactory; and
 6. The proposed remedy or remedies for resolution.
- C. Representation: Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, so long as the Association has been provided the opportunity to have a representative present at any such meeting for the purpose of expressing the Association's position. A grievant may be represented at all stages of the grievance procedure by himself or at his option by an Association representative.
- D. Grievance of a Group: If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit formally such grievance to the Superintendent directly and the processing of such grievance shall be commenced at Step Two (2).

Section 4 Procedures

- A. Step One: An employee with a complaint shall attempt to resolve the problem informally between the employee and his principal or immediate supervisor. If the complaint is not resolved informally it shall be reduced to writing by the employee who shall submit it to the principal or immediate supervisor. If an employee does not submit his grievance to the principal in writing within thirty (30) working days after the facts upon which the grievance is based first occur, or first become known to the teacher, the grievance will be deemed waived. The immediate supervisor or principal will arrange for a conference to take place within three (3) working days after receipt of the grievance. The grievant will be present for the conference and may have Association representation if he desires. Within ten (10) working days following the conference,

the supervisor will provide the grievant with a written answer to the grievance.

- B. Step Two: If the grievance is not settled in Step One and the employee wishes to appeal the grievance to Step Two, the employee may file the grievance in writing to the Superintendent of Schools within ten (10) working days after receipt of the principal's or supervisor's written answer. This shall be done by submitting a copy of the original grievance complaint along with an indication in writing of reasons why the grievant does not believe the written decision of the principal or immediate supervisor is adequate. The Superintendent or his designee shall arrange for a hearing with the grievant to take place within five (5) working days of his receipt of the appeal. The grievant may have Association representation if he desires. The Superintendent or his designee shall provide a written decision no later than ten (10) working days after receipt of the written grievance. If the Superintendent is also the principal or immediate supervisor who heard the grievance at Step One, the appeal at Step Two shall be made to the Board of Review consisting of two members of the School Board.
- C. Step Three: If the grievant is not satisfied with the decision at Step Two (2) or if no decision has been rendered within fifteen (15) working days following the filing of the appeal, the grievant may request that the Association submit the grievance to mediation. The Association will notify the District of its intent to proceed to mediation within fifteen (15) working days following receipt of the decision made at Step Two.

Within ten (10) working days of such notification the Association shall request a list of mediators from a mediation/arbitration organization selected by mutual agreement of the parties. The mediator shall be mutually selected from a list provided by the Federal Mediation & Conciliation Service, the American Arbitration Association, or another agency as mutually agreed. The parties shall separately rank and strike the names of mediators on the list and return their list to the appropriate agency for final mediation selection. Hearings shall be conducted in accordance with the rules of the agency that was selected. The mediator selected will confer with representatives of the district and the Association and hold a hearing promptly and will issue his finding of fact, reasoning and conclusions on the issue submitted in writing not later than twenty (20) working days from the date of the close of the hearings.

Nothing in the Agreement shall prevent the Board and the Association from mutually agreeing on another method of mediation.

- D. Step Four: If the grievant is not satisfied with the decision at Step Three (3) or if no decision has been rendered within fifteen (15) working days following the filing of the appeal, the grievant may request that the Association submit the grievance to arbitration. The Association will notify the District of its intent to proceed to arbitration within fifteen (15) working days following receipt of the decision made at Step Three.

Within five (5) working days of such notification the Association shall request a list of arbitrators from the Federal Mediation & Conciliation Service or the American Arbitration Association, or other agency as agreed. The mediator or arbitrator shall be selected from a list provided by a mutually agreed service, e.g. Federal Mediation & Conciliation Service or the American Arbitration Association.

The parties shall separately rank and strike the names of arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected. The arbitrator selected will confer with representatives of the district and the Association and hold hearing promptly and will issue his finding of fact, reasoning and conclusions on the issue submitted in writing not later than twenty (20) working days from the date of the close of the hearings. The findings of the arbitrator shall be final and binding on the parties.

Nothing in the Agreement shall prevent the Board and the Association from mutually agreeing on another method of arbitration.

If the appeal at Step Three is not made to the Board of Review, the appellant may, at appellant's option, elect to appeal the decision made at Step Three to the Board of Review, before request for arbitration is made. The time limits set forth in Step Three shall apply to this optional additional appeal step. Thereafter request for arbitration can be made.

Section 5 Costs

The fee and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 6 No Reprisals

No reprisals of any kind will be taken by the Association or the District against any teacher because of her /his participation or non-participation in any grievance.

Section 7 Personnel Files

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

ARTICLE X – DURATION

This agreement shall be effective from September 1, 2023, and shall continue in effect until August 31, 2025.

LOPEZ EDUCATION ASSOCIATION

By Rebecca Hamilton, Pres.
Lopez Education Association Representative

By _____
Lopez Education Association Representative

Date: 10/25/23

LOPEZ ISLAND SCHOOL DISTRICT

By [Signature]
School Board Member

By [Signature]
School Board Member

By [Signature]
School Board Member

By [Signature]
School Board Member

By _____
School Board Member

Date: 10/25/23

APPENDIX A – 2023-2024 Salary Schedule

For the 2023-24 school year, each cell on the salary schedule will be increased by a percentage equal to the state's implicit price deflator (IPD) plus 0.5%, a total of 4.2%.

	Salary	BA	BA+15	BA+30	BA +45	BA +90	BA+135	MA+0	MA +45	MA +90
0	Base	\$58,940	\$60,534	\$62,181	\$63,835	\$69,140	\$72,556	\$70,664	\$75,969	\$79,389
	PD	\$1,310	\$1,345	\$1,382	\$1,419	\$1,536	\$1,612	\$1,570	\$1,688	\$1,764
	Total	\$60,249	\$61,879	\$63,563	\$65,254	\$70,676	\$74,168	\$72,235	\$77,657	\$81,153
1	Base	\$59,733	\$61,347	\$63,018	\$64,744	\$70,103	\$73,502	\$71,450	\$76,810	\$80,206
	PD	\$1,327	\$1,363	\$1,400	\$1,439	\$1,558	\$1,633	\$1,588	\$1,707	\$1,782
	Total	\$61,060	\$62,710	\$64,418	\$66,182	\$71,660	\$75,135	\$73,038	\$78,517	\$81,988
2	Base	\$60,488	\$62,120	\$63,806	\$65,667	\$71,010	\$74,443	\$72,241	\$77,584	\$81,018
	PD	\$1,344	\$1,380	\$1,418	\$1,459	\$1,578	\$1,654	\$1,605	\$1,724	\$1,800
	Total	\$61,832	\$63,500	\$65,224	\$67,126	\$72,588	\$76,097	\$73,846	\$79,308	\$82,818
3	Base	\$61,270	\$62,913	\$64,620	\$66,538	\$71,872	\$75,388	\$72,990	\$78,322	\$81,840
	PD	\$1,362	\$1,398	\$1,436	\$1,479	\$1,597	\$1,675	\$1,622	\$1,740	\$1,819
	Total	\$62,631	\$64,311	\$66,056	\$68,017	\$73,469	\$77,063	\$74,612	\$80,062	\$83,658
4	Base	\$62,032	\$63,752	\$65,467	\$67,452	\$72,816	\$76,359	\$73,776	\$79,142	\$82,686
	PD	\$1,378	\$1,417	\$1,455	\$1,499	\$1,618	\$1,697	\$1,639	\$1,759	\$1,837
	Total	\$63,411	\$65,168	\$66,922	\$68,951	\$74,434	\$78,056	\$75,415	\$80,901	\$84,523
5	Base	\$64,833	\$65,558	\$66,281	\$68,377	\$73,720	\$77,334	\$74,574	\$79,921	\$83,535
	PD	\$1,441	\$1,457	\$1,473	\$1,519	\$1,638	\$1,719	\$1,657	\$1,776	\$1,856
	Total	\$66,274	\$67,015	\$67,753	\$69,897	\$75,359	\$79,053	\$76,231	\$81,697	\$85,391
6	Base	\$65,648	\$66,381	\$67,113	\$69,312	\$74,631	\$78,265	\$75,393	\$80,715	\$84,344
	PD	\$1,459	\$1,475	\$1,491	\$1,540	\$1,658	\$1,739	\$1,675	\$1,794	\$1,874
	Total	\$67,107	\$67,856	\$68,605	\$70,852	\$76,290	\$80,004	\$77,068	\$82,509	\$86,218
7	Base	\$67,090	\$67,837	\$68,588	\$70,906	\$76,305	\$80,037	\$76,927	\$82,324	\$86,058
	PD	\$1,491	\$1,507	\$1,524	\$1,576	\$1,696	\$1,779	\$1,709	\$1,829	\$1,912
	Total	\$68,581	\$69,345	\$70,112	\$72,482	\$78,000	\$81,816	\$78,636	\$84,154	\$87,970
8	Base	\$69,266	\$70,037	\$70,810	\$73,320	\$78,792	\$82,662	\$79,340	\$84,813	\$88,680
	PD	\$1,539	\$1,556	\$1,574	\$1,629	\$1,751	\$1,837	\$1,763	\$1,885	\$1,971
	Total	\$70,805	\$71,593	\$72,384	\$74,950	\$80,543	\$84,499	\$81,103	\$86,697	\$90,651
9	Base		\$72,361	\$73,159	\$75,762	\$81,361	\$85,362	\$81,778	\$87,381	\$91,383
	PD		\$1,608	\$1,626	\$1,684	\$1,808	\$1,897	\$1,817	\$1,942	\$2,031
	Total		\$73,969	\$74,785	\$77,445	\$83,169	\$87,259	\$83,596	\$89,323	\$93,414
10	Base			\$75,536	\$78,327	\$84,000	\$88,134	\$84,346	\$90,023	\$94,154
	PD			\$1,679	\$1,741	\$1,867	\$1,959	\$1,874	\$2,001	\$2,092
	Total			\$77,214	\$80,068	\$85,866	\$90,093	\$86,220	\$92,023	\$96,246
11	Base				\$80,969	\$86,764	\$90,981	\$86,987	\$92,786	\$97,002
	PD				\$1,799	\$1,928	\$2,022	\$1,933	\$2,062	\$2,156
	Total				\$82,768	\$88,692	\$93,003	\$88,920	\$94,848	\$99,157
12	Base				\$83,523	\$89,603	\$93,946	\$89,731	\$95,623	\$99,966
	PD				\$1,856	\$1,991	\$2,088	\$1,994	\$2,125	\$2,221
	Total				\$85,379	\$91,594	\$96,033	\$91,725	\$97,748	\$102,188
13	Base					\$92,511	\$96,983	\$92,572	\$98,529	\$103,002
	PD					\$2,056	\$2,155	\$2,057	\$2,190	\$2,289
	Total					\$94,567	\$99,138	\$94,629	\$100,719	\$105,291
14	Base					\$95,433	\$100,133	\$95,497	\$101,642	\$106,156
	PD					\$2,121	\$2,225	\$2,122	\$2,259	\$2,359
	Total					\$97,553	\$102,358	\$97,619	\$103,901	\$108,515
15	Base					\$97,915	\$102,739	\$97,978	\$104,285	\$108,914
	PD					\$2,176	\$2,283	\$2,177	\$2,317	\$2,420
	Total					\$100,091	\$105,022	\$100,156	\$106,603	\$111,334
16	Base					\$99,873	\$104,792	\$99,938	\$106,370	\$111,092
	PD					\$2,219	\$2,329	\$2,221	\$2,364	\$2,469
	Total					\$102,092	\$107,121	\$102,159	\$108,734	\$113,560

APPENDIX A-1

2023-25 Non-Athletic Stipend List

Hi-Cap	\$3,000
Elementary RTI	\$3,000
Secondary RTI	\$3,000
Drama	\$2,700
Freshman Class Advisor	\$200
Sophomore Class Advisor	\$200
Junior Class Advisor	\$300
Senior Class Advisor	\$500
ASB Advisor	\$2,700
Yearbook Advisor	\$2,700
Robotic Club Advisor	\$2,700
Science Club Advisor	\$800
MMPACT	\$5,400
Remote & Necessary - Decatur	\$6,500
Before/After School Advisor (Counselor)	15 days

APPENDIX B

FORM: COMPLAINT BY AGGRIEVED

Form Distribution: Association Representative
 Immediate Supervisor
 Association
 Grievant

Date of Formal Presentation _____

Name of Aggrieved Person _____

Home Address _____

Telephone _____

School _____ Subject Area/Grade _____

Immediate Supervisor _____

Association Representative _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Signature of Aggrieved

APPENDIX B-1

FORM: DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

Form Distribution: Association Representative
 Immediate Supervisor
 Association
 Grievant

Date of Formal Presentation _____

Name of Aggrieved Person _____

School _____

School Principal or Immediate Supervisor _____

DECISION OF PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Signature of School Principal or Immediate Supervisor

Date of Decision

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for review.

Signature of Aggrieved

Date of Response

APPENDIX C

INVENTORY OF PERSONNEL FILE

Identify by item, date of item, and signature, if any:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

On the date indicated herein, I reviewed the contents of my personnel file maintained by the District. The contents of the personnel file as described and noted herein above are a true and accurate record of the contents of said file as witnessed and acknowledged by the signature indicated below.

Dated this _____ day of _____, 20__.

Employee _____ Witness _____

Immediate Supervisor or Superintendent _____

APPENDIX D-1

STANDARD CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of Lopez School District No. 144 of San Juan County, Washington, hereinafter referred to as the "District", and hereinafter referred to as the "Employee" that said Employee shall perform assigned professional service as in the public school of the said District and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the district. Said Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute and the agreement belowreferenced.

Said employment is for the 20_ - 20_ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than__ days of service, exclusive of holidays and authorized vacations.

In consideration for the performance of assigned duties, the Employee shall receive an annual salary of \$ ____ dollars. Said salary is based upon placement on the District salary schedule determined from information supplied by the Employee and is subject to change if (1) an official transcript of the record of preparation or (2) verification of experience evidences that the grade or step placement indicated herein is incorrect. Said salary is computed on the basis of contract days for regular employees for the school year. If the number of contract days specified for this employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

The contract does not become effective until said employee registers with the District Superintendent's office (1) a valid teaching certificate, (2) a valid health certificate, (3) an official transcript of preparation, (4) an official verification of experience, and (5) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein on or before the _ day of 20_. If it is not signed by the Employee and returned to the office of the Superintendent on or before the date indicated, the Board will consider the Employee's failure to act as a rejection of the contract and a waiver of any right of employment with the District. If the Employee returns the contract after the date indicated, the Board will consider it an offer by the Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counter-offer by the Employee.

		By Order of the Board of Directors
Employee's Signature	*	_____
Date Signed:	*	_____
	*	_____
	*	_____
Superintendent/Secretary of the Board	*	_____
Date: Signed: _____	*	_____
	*	_____
Number of years experience	*	_____
	*	_____
Location on Salary Schedule	*	Date Signed _____
	*	
WA State Teacher's Retirement#	*	Teacher's Certification # Date Issued
	*	
Social Security Number	*	Name of Certificate _____

APPENDIX D-2

STANDARD PROVISIONAL CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of Lopez School District No. 144 of San Juan County, Washington, hereinafter referred to as the "District", and _____ hereinafter referred to as the "Provisional Employee" that said Provisional Employee shall be employed as a provisional certificated employee by the District and that the said Provisional Employee shall perform assigned professional service as _____ in the public schools of the said District and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the District. Said Provisional Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute and the agreement below referenced.

Said employment is for the 20 - 20 , school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than days of service, exclusive of holidays and authorized vacations.

In consideration for the performance of assigned duties, the Provisional Employee shall receive an annual salary of \$_____dollars. Said salary is based upon placement on the District salary schedule determined from information supplied by the Provisional Employee and is subject to change if (1) an official transcript of the record of preparation or (2) verification of experience evidences that the grade or step placement indicated herein is incorrect. Said salary is computed on the basis of __contract days for regular employees for the school year. If the number of contract days specified for this Provisional Employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

The contract does not become effective until said employee registers with the District Superintendent's office (1) a valid teaching certificate, (2) a valid health certificate, (3) an official transcript of preparation, (4) an official verification of experience, and (5) any other required credential.

This contract is offered for acceptance by the Provisional Employee only on the terms stated herein on or before the __day of __, 20___. If it is not signed by the Provisional Employee and returned to the office of the Superintendent on or before the date indicated, the Board will consider the Provisional Employee's failure to act as a rejection of the contract and a waiver of any right of employment with the District. If the Provisional Employee returns the contract after the date indicated, the Board will consider it an offer by the Provisional Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counter- offer by the Provisional Employee.

	By Order of the Board of Directors	
Employee's Signature	*	_____
Date Signed:	*	_____
	*	_____
	*	_____
Superintendent/Secretary of the Board	*	_____
Date: Signed: _____	*	_____
	*	_____
Number of years experience	*	_____
	*	_____
Location on Salary Schedule	*	Date Signed _____
	*	
WA State Teacher's Retirement#	*	Teacher's Certification # Date Issued
	*	
Social Security Number	*	Name of Certificate _____

APPENDIX D-3

SUPPLEMENTAL CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of Lopez Island School District No. 144 of San Juan County, Washington, hereinafter referred to as the "District", and _____ hereinafter referred to as the "Employee", that said employee, as listed _____ shall perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of said District.

Said employment is for: _____ In consideration for the performance of assigned duties, the Employee shall receive a salary of \$ _____.

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

This contract does not become effective until said employee registers with the District Superintendent's office (1) a valid certificate, (2) a valid health certificate, and (3) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein on or before the ____ day of _____. If it is not signed by the Employee and returned to the office of the Superintendent on or before the date indicated, the Board will consider the Employee's failure to act as a rejection of the contract and a waiver of supplemental contract rights with the District. If the Employee returns the contract after the date indicated, the Board will consider it an offer by the Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counter-offer by the Employee.

Employee's Signature

Date Signed _____

WA State Teacher's Retirement # _____

Signed _____

By Order of the Board of Directors

* _____
* _____
* _____

APPENDIX E

RIDER

As of the date hereof the District and the Lopez Island Education Association (the “Association”) are engaged in negotiations for the 20__ - 20__ school year and the Board of Directors has not adopted the final certificated employee salary schedules and other applicable employment terms for the 20__ - 20__ school year.

It is understood and agreed that the specific terms and provisions of this contract, including salary, are subject to amendment and adjustment to conform to the applicable terms and the conditions of the collective bargaining agreement hereafter entered into by the District and the Association pursuant to RCW Ch. 41.59, including any agreements as to the effective dates of specific terms of the collective bargaining agreement.

Further, it is understood that the signing of this contract is not an abrogation of any rights granted by statute, either to the individual employee or the Association.-

Appendix F

Teacher Evaluation Process (TPEP)

SECTION 1 – INTRODUCTION

The Lopez Island School District (District) and the Lopez Education Association (LEA) set out to develop a comprehensive, fair and equitable evaluation system designed to increase teacher growth to increase student academic growth in our school and classrooms.

The parties have established evaluative criteria in accordance with Sec. 1. RCW 28A.405.100 with the understanding that guidelines and forms may need to be revised as OSPI develops rules and regulations.

SECTION 2 – DEFINITIONS

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

Component shall mean the sub-section of each criterion.

Criterion shall mean one of the eight (8) state defined categories to be scored.

Domain (define if we can; if not, delete)

Element shall mean the sub-section of a component on the Washington State Marzano evaluation rubric. The Marzano Instructional Framework details 60 elements to describe instructional and professional practice.

Evaluation shall mean the completion of the Performance Evaluation Report for Certificated Employees.

Evaluator shall mean a certificated administrator who has been trained in evaluator processes in accordance with state law.

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Once an artifact is scored against the Marzano evaluation rubric, it becomes evidence which can then be used as data for the summative evaluation. Evidence collection is a sampling of data to inform the decision about level of performance and should be gathered from the normal course of employment. Evidence can include information shared in a conversation between the evaluator and teacher.

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

Student Growth shall mean the change in student achievement between two points in time. Assessments used to demonstrate growth may predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

SECTION 3 – APPLICABILITY & TRANSITION PLAN

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction, and both assess and monitor student growth.

The term “classroom teacher” does not include Education Staff Associates (ESAs) (school psychologists, occupational therapists, counselors, physical therapists, Speech Language Pathologist, and nurses) Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in the current Collective Bargaining Agreement.

SECTION 4 – STATE CRITERIA, FRAMEWORK, AND SCORING

A. The state 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. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Marzano and approved by OSPI.

C. Criterion Performance Scoring

Data shall be collected for criterion scoring throughout the year, through observations and artifacts/evidence. Where a skill is not called for in the Marzano rubric, no score shall be given. Scores earned shall be recorded in the electronic evaluation platform. The District will provide professional development and support systems for those who need help in this process.

D. Summative Performance Rating

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8)

criterion-level scores as follows:

1. 8-14 – Level 1, Not Using/Beginning (Washington State – Unsatisfactory)
2. 15-21 – Level 2, Developing (Washington State – Basic)
3. 22-28 – Level 3, Applying (Washington State – Proficient)
4. 29-32 – Level 4, Innovating (Washington State – Distinguished)

E. Student Growth Criterion Score

Consistent with RCW 28A.405.100 and WAC 392-191A-060, student growth data will be a substantial factor in evaluating the summative performance of certificated classroom teachers. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

1. 5-12 – Low
2. 13-17 – Average
3. 18-20 High

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. This data shall be from the current school year. Data may include teacher initiated formal and informal assessment, as well as summative and formative assessments as agreed to by the evaluator. In subject areas in which common assessments have been created these assessments may be used as student growth data provided that these assessments are given before instruction and after instruction. Teachers who teach subjects lacking in common assessments, will partner with their evaluator to determine appropriate measures by which growth can be determined. State and national assessments, in addition to student survey data, may also be used as agreed to by the employee and evaluator. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teacher's student growth criterion score.

F. Student Growth Inquiry Process

If a teacher receives a summative score of 4 and a Low student growth score, the employee will receive an overall summative score of 3 as detailed in RCW 28A.405.100 and WAC 392-191A-060 and must be automatically moved to a summative score of 3 (Washington State – Proficient). If a teacher receives a summative score of 1 on any of the five student growth components, it will trigger the student growth inquiry plan (RCW 28a.405.100). The teacher and evaluator will mutually agree to engage in one of the following:

1. Examine student growth data in conjunction with other evidence (including, artifacts and other student and teacher evidence) based on appropriate and additional levels of student growth based on classroom, school, District and state-based tools and practices;
2. Examine extenuating circumstances which may include goal setting process; content and expectations, student attendance; extent to which standards, and curriculum/assessment are aligned.

3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; meet with evaluator to discuss/revise goals, progress toward meeting goals, best practices related to instruction areas in need of attention; and best practices related to student growth data collection and interpretation;
4. Create and implement a professional development plan to address student growth areas.

SECTION 5 – SPECIAL FACTORS TO CONSIDER WHEN COMPLETING EVALUATIONS

- A. Evaluations shall, in all observations/evaluations, take into account the individual differences of students assigned to the employee.
- B. The parties recognize that teaching strategies and techniques vary; therefore, evaluators will not base their evaluation solely on one technique or strategy.
- C. Evaluators will take into consideration the availability of supplies, materials, custodial, and/or maintenance services, etc.
- D. Employees involuntarily reassigned to a majority assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years will not be non-renewed for performance deficiencies primarily related to providing clear and intentional focus on subject matter content and curriculum during the first year of their involuntary reassignment.
- E. Employees transferred during the school year will be evaluated at the time of the transfer. An end of the year evaluation will also be completed at the end of the school year.
- F. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date if adequate notice is given and the employee has worked at least ninety (90) days.

SECTION 6 – COMPREHENSIVE EVALUATION

- A. The parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report. Evaluators will accurately inform employees of their progress during the evaluation process. If evidence shows that an employee is basic or unsatisfactory, the evaluator shall inform the employees at a post-observation conference.
- B. Mechanical and/or electronic devices may be used for the improvement of instruction, but shall not be the primary basis for a negative evaluation. Employees shall receive prior notice of the use of electronic devices and employees shall have the right to refuse to participate in the use of electronic devices.
- C. Notification

1. New employees shall be given the evaluation criteria, procedure and relevant forms for the new evaluation systems in the new hire paperwork provided to employees upon hire in Human Resources.
2. The District shall train evaluators on observation, evaluation, and the use of the specific instructional framework and rubrics contained in the Agreement and any relevant state and federal requirements on an on-going basis. Evaluators will be trained as required by law. Proof of this training will be provided by request.
3. The employee will be notified by September 30 or thirty (30) days after the start of the work year, who his/her evaluator will be.
 - a. Within a school, the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school.
 - b. Employees not regularly assigned to any school will have an evaluator assigned from within the District administrative organizational responsibility chart.
 - c. In the event there is a need for a change of evaluators, the employee shall be notified in a timely manner.
- D. Teacher Self-Assessment
 1. Each employee shall complete an electronic self-assessment using the full Washington State Marzano Evaluation Rubric by October 31.
 2. No teacher will be required to share the Self-Assessment results with his/her evaluator, nor will it be accessible to the evaluator on the electronic system.
- E. Goal Setting
 1. Using the results of the self-assessment, teachers will set two (2) goals. One (1) goal must be from Domain one. The other goal may be from any of Domains 1, 2, 3, or 4.
 - a. The District and Association recognize that Marzano researchers recommend that teachers select three (3) primary goals from Domain 1 and one (1) secondary goal from either Domain 2, 3 or 4.
 2. Evaluators can identify (1) Design Question that will be a focus for the building/site's professional development for the year. Teachers shall select a goal element from within the building's identified Design Question focus as one of their two goals. This does not preclude a building from having multiple Design Question focuses. Rather, it allows the administrator to choose one Design Question from which all teachers will select a goal element/component.
 3. Employees shall submit their goals as part of a Professional Growth and Development Plan into the identified data management system by the date identified at each school site.
 4. Evaluators shall have two weeks beyond the date established at the school site for goals to be submitted to review and accept goals.

- a. If the evaluator accepts employee goals, a goal conference is not needed.
 - b. If the evaluator has questions or wishes for alternative goal areas to be considered, an in-person conference is required to discuss the goal.
 - c. If agreement cannot be reached, the evaluator may choose one (1) goal element/component for the teacher.
 - d. If the evaluator selects a goal, the decision must be based on individual performance needs as documented on the previous year's observation or evaluation data. Evaluator selected growth areas cannot be arbitrary, capricious or retaliatory.
 - e. All goal activities for the professional growth and development plan must be completed and entered into the electronic tool by the teacher by June 1st of each year.
- 5. Evaluators will assign a score to Component 8.4 after June 1st and before June 15th.
 - 6. Nothing will preclude the evaluator from working with the staff member to improve students' learning with reference to any assessment/test scores as one factor in goal setting.
- F. Student Growth Goal Setting
- 1. The student growth goal setting process will be consistent with RCW 28A.405.100 and WAC 392-191A-060.
 - 2. The teacher shall determine a student growth goal for Components SG-3.1 (for subgroup of students), SG-6.1 (for the entire class) and SG-8.1 (collaborating on measures to improve student learning) on a goal setting form.
 - 3. Goals will be created and tracked on the student growth goal setting form as approved by both parties.
- G. Artifacts and Evidence
- 1. Artifacts and evidence shall be collected through the evaluation process as necessary to complete the evaluation.
 - 2. Employees are not encouraged to create artifacts for the sole purpose of the evaluation process.
 - 3. Building administrators shall not require any specific artifact be submitted by an employee, group of employees or an entire staff.
 - 4. Data collected on the observation summary sheets are not considered artifacts.
 - 5. Student survey results may be used as evidence as determined by the employee and agreed to by the evaluator.

6. A single artifact may be submitted as evidence for multiple components at the prerogative of the employee.
7. An employee may submit artifacts throughout the year for evaluators to consider as evidence. Artifacts assist the evaluator in making a determination of an appropriate rating for each criterion and are not considered individual data points. If the employee chooses not to submit artifacts, each criterion score will be based on the existing data within the electronic system.
8. Employees must submit artifacts by June 1st.

H. Formal Observations

1. There will be a minimum of two (2) scheduled formal observations per year and three (3) for teachers in their third year of provisional status. The total minutes for all observations must be at least sixty (60) minutes and ninety (90) minutes for teachers in their third year of provisional status.
2. At least one formal observation must be for at least thirty (30) minutes. Teachers in their first year of provisional status must be observed for at least thirty (30) minutes during the first ninety (90) days.

3. Pre-Observation Conference

- a. A pre-observation conference may be requested by either party.
 - b. The purpose of a pre-observation conference is to discuss employee goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
4. The first formal observation shall be completed by January 15, unless there is a mutual agreement between the teacher and evaluator to extend the timeline.
 5. At least one (1) formal observation should be late enough in the year to provide employees sufficient time to have worked on their Professional Growth and Development Plan and Student Growth Goals.
 6. Formal observations will be rescheduled at the request of the employee, and with evaluator approval, on days where student schedules are disrupted due to unforeseen circumstances.

I. Following an Observation:

1. Following an observation, and before the post-observation conference detailed below, the evaluator may ask initial clarifying questions that will assist him/her in completing the observation summary.
2. The evaluator will complete a written observation summary, using the electronic evaluation platform before the post observation conference is held.

- a. This summary will be provided to the employee within seven (7) school days.
 - b. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
- J. Post-Observation Conferences:
- 1. A post-observation conference is required for at least one (1) announced observation.
 - 2. Any post-observation conference will be held within seven (7) school days of the observation. Evaluator and evaluatee may extend this under extenuating situations.
- a. A check on progress toward student growth goals shall also be discussed.
 - b. Post-observation questions found in the electronic platform may be used to guide post-observation conversations.
 - c. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
 - d. If there is more than one (1) announced observation, either the employee or the evaluator may request a post observation conference.
- K. Final Summative Evaluation.
- 1. The end of year summative evaluation must be completed and signed by the teacher within 5 days after the last day of school.
 - 2. For any employee who has a summative evaluation of Level 3 (Washington State Level – Proficient) or Level 4 (Washington State Level – Distinguished) and evaluation conference may be requested by either the employee or the evaluator. This meeting will occur within five (5) days after the last day of school.
 - 3. An employee receiving an overall rating of Level 1 (Washington State Level – Unsatisfactory) or Level 2 (Washington State Level – Basic) shall have a summative evaluation conference to discuss next steps for improvement.
 - 4. All evidence, measures, and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
 - 5. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents.
 - 6. The teacher may attach any written comments to observations and/or to the final annual evaluation report. This may be done at the time the employee receives a copy or within seven (7) school days following the signature of the document by the employee.
- L. Informal Observations

1. The purpose of informal observations is to document situations that are outside the formal observation process and are applicable to the employee's evaluation criteria. Informal observations are intended to document strengths as well as concerns regarding employee performance and may occur outside the classroom setting.
2. Employees will have the opportunity to share information pertinent to any concerns before the evaluator completes the informal observation summary.
3. If the evaluator has an area of concern, s/he will identify in writing the specific concern(s) for the applicable criterion/criteria and discuss possible solutions to remedy the concern(s).

SECTION 7 – FOCUSED EVALUATION

The Focused Evaluation focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Level 3 (Washington State – Proficient) or higher the previous year, s/he will be evaluated using the Focused Evaluation. The teacher can stay on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation by delivering written notice to the other at any time on or before December 15th.

- A. Criterion selection shall be determined by the teacher. If the teacher chooses criterion 1, 2, 4, 5, or 7, she/he must also complete the student growth components in criterion 3 or 6.
- B. The role of the evaluator is to assist the teacher in developing a professional growth activity aligned with the selected criterion and then to assist in its implementation, which includes making reasonable efforts to provide the resources to implement it.
- C. 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 (Washington State – Distinguished) score may be awarded by the evaluator for the current year.
- D. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
- E. Observations and conferences for the Focused Evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process, Section 6, above.

SECTION 8 – SUPPORT FOR EMPLOYEES WHO RECEIVE SUMMATIVE RATINGS OF LEVEL 1 OR LEVEL 2

- A. The Association will be notified within ten (10) days when any teacher receives a summative rating below Level 3 (Washington State – Proficient).

- B. When a teacher's final summative rating is Level 1 or Level 2 additional support will be available.
- C. In the event any final evaluation report indicates the employee has been rated Level 1 (Washington State Level – Unsatisfactory) in one (1) or more of the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s).

In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., counselor, psychologist, mentor, fellow teacher) to provide peer feedback to the employee, with understanding that no bargaining unit member may evaluate another bargaining unit member. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee.

- D. Employees may also be offered support based on individual teacher needs. This support may come in the following manner, but is not limited to mentors, coaches, visiting other classrooms, attending professional development opportunities, planning documents, readings, etc.
- 1. Any employee assigned as a mentor or coach will be compensated at the curriculum rate.
- E. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15 the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to completion of the comprehensive evaluation.

SECTION 9 – PROVISIONAL EMPLOYEES

Before recommending nonrenewal of provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:

- A. An evaluation conducted in accordance with each provision of Section 6 above; and
- B. Written notice to the Association and teacher prior to May 15, or thirty (30) calendar days after the teacher began work, whichever is later; and
- C. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance related to the state evaluation criteria. This plan includes written feedback regarding observed deficiencies with recommendations for improvement that contain examples and strategies to remedy the deficiencies. The plan also includes benchmarks defining desired performance and indicators that it has been achieved; and
- D. A description of any assistance and services the District may provide to the teacher to improve his/her performance; and

- E. Periodic reports to inform the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies.

SECTION 10 – PROBATION

At any time after October 15th, and prior to February 1st, a classroom teacher whose performance is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. A continuing contract teacher under RCW 28A.405.210 with four (4) to five (5) years of teaching experience whose comprehensive summative evaluation score is Level 1 (Washington State – Unsatisfactory) for two (2) consecutive years or for any of the two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is Level 2 (Washington State – Basic) or Level 1 (Washington State – Unsatisfactory) for two (2) consecutive years or for any two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- C. Teachers may only be placed on probation from the Comprehensive evaluation system described above.
- D. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- E. In the event an evaluator determines that the performance of a teacher under his/her supervision warrants probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of Section 6 above, and
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- F. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is less than Level 2 (Washington State – Basic).
- G. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
 - 1. Specific areas of performances deficiencies identified from the instructional framework;

2. A suggested specific and reasonable program for improvement.;
 3. A statement indicating the duration of the probationary period; and
 4. A statement that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her areas of deficiency.
- H. Evaluation during the Probationary Period
1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 3. During the probationary period the evaluator shall meet with the probationary teacher and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
 4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
 5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process.
 6. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
- I. Evaluator's Post-Probation Report
- Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:
1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

J. Action by the Superintendent

Following a review of the any report submitted pursuant to paragraph 6 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

- K. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
- L. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

SECTION 11 – NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of Level 1 (Washington State – Unsatisfactory) for two (2) consecutive years, 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.

The teacher who is, at anytime, 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 and retains all rights and timelines as provided by this Agreement.

SECTION 12 – EVALUATION RESULTS

Evaluation results shall be used:

- A. To acknowledge, recognize, and encourage excellence in professional performance.
- B. To document the level of performance by a teacher of his/her assigned duties.
- C. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.

Evaluation results shall not be shared or published with any teacher-identifying information.

The law will prevail in anything not referenced in this Agreement.

Memorandum of Understanding
Between The Lopez Island School District
and the Lopez Island Education Association

Amendment to Non-Athletic Stipend List

The District and Association agree to the following addition to Appendix A-1 of the Collective Bargaining Agreement.

1. Include a Spanish Club Advisor stipend in the amount of \$2,700.00 on the Non-Athletic Stipend List that is attached to the Agreement as required under Article VI of the Collective Bargaining Agreement.

Dated: October 24, 2023


LOPEZ ISLAND SCHOOL DISTRICT


LOPEZ ISLAND EDUCATION ASSOCIATION