

MASTER AGREEMENT
BETWEEN THE
PATEROS SCHOOL BOARD
AND THE
PATEROS EDUCATION ASSOCIATION
2022 – 2025

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WITNESSETH

This Agreement is by and between the Pateros School District and the Pateros Education Association. It has been negotiated pursuant to RCW 41.59.

ARTICLE I. ADMINISTRATION OF AGREEMENT

Section A. Definitions:

1. The term “District” shall mean the Pateros School District, Okanogan County and Chelan County, Washington State; or its agents.
2. The term “Association” shall mean the Pateros Education Association, which is affiliated with the Washington Education Association and the National Education Association.
3. The term “Parties” shall mean the District and the Association.
4. The term “Agreement” shall mean this collective bargaining agreement, which shall be signed by the parties.
5. The term “Certificated employee” shall mean any member of the bargaining unit as set out in this Agreement.
6. The term “class period” shall be defined as the length of time that the majority of classes run throughout the academic day, this shall be a minimum of forty-five minutes.
7. The term “day” shall mean any day the district business office is open for business with the public.
8. The term “Superintendent” shall mean the chief administrative officer of the District or his/her designee.
9. The term “President” shall mean the chief elected officer of the Association or his/her designee.
10. The term “contract” shall mean the individual contract issued to and signed by each certificated employee.
11. The term “supplemental contract” shall mean that individual contract in addition to the individual contract (above) issued and signed in accordance with RCW 28A.67.074.

Section B. Recognition:

The District hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel under personal contract, employed by the District. Such representation shall exclude superintendent and principal.

Substitute teachers, provided that substitutes who have worked thirty (30) or more days during a school calendar year and who continue to be available for employment are regular part-time employees and are to be included in the bargaining unit, and further provided that those substitute teachers who replace or are replacing an employee for twenty (20) or more consecutive days are also regular part-time employees and are to be included in the bargaining unit.

(20) or more consecutive days shall be placed on the salary schedule at step 1 (one).

For the purpose of the Agreement, persons who meet the requirements of the 20/30 rules set out in the section above, shall be known as long term substitutes and shall be covered by this Agreement, except for the following provisions:

Article III. Section C, Just Cause and Due Process

Article III. Section I, Assignment, Transfer and Vacancies

Article IV. Evaluation and Probation
Article V. Staff Layoff and Recall
Article VII. Leaves
Article VIII. Section D, Insurance
Article IX. Grievance and procedure

Section C. Status of the Agreement:

This Agreement shall become effective when ratified by the District and the Association. Individual contracts between the District and certificated employees shall be subject to and consistent with the terms of this Agreement. This Agreement shall be controlling and shall supersede language in rules, regulations or policies, which are inconsistent with its terms. This Agreement constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed to be a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

Section D. Conformity to Law:

If any provision of this Agreement is found to be contrary to law, such provision shall have effect only to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

Section E. Distribution of Agreement:

Following ratification and signing of this agreement (CBA), and after final editing by both parties, the District shall provide a camera-ready original, which the District shall print in sufficient number to provide one (1) copy to each member of the bargaining unit. Two (2) additional copies shall be provided to the Association. The Association shall be responsible to distribute the CBA to members. The parties agree to expedite the printing and distribution of the agreement.

Section F. Management Rights:

The District reserves all responsibilities, powers, rights and authority vested in it by the Laws and Constitution of Washington and the United States, or which have been heretofore exercised by the District, excepting where the District expressly and in specific terms has agreed to limit those rights in this Agreement.

Section G. Joint Meetings:

The parties agree that representatives of the Association and representatives of the District shall meet as needed during the school year in order to discuss the relationship between the parties and to seek solution to mutual problems.

ARTICLE II. BUSINESS

Section A. Dues Deductions:

1. On or before September 10 of each year, the Association shall give written notice to the district of the total dollar amount of dues and fees to be deducted under payroll deductions.
2. The deductions authorized above shall be made in equal monthly amounts from each pay check.
3. The Association agrees to reimburse any certificated employee from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided that the Association or its affiliate actually received the excessive amount.
4. NEA-PAC and WEA-PAC deductions are voluntary for all members and must have an annual authorized signature from the employee prior to payroll deduction.

5. The Association shall indemnify and hold the District harmless from any claim regarding any provision of this section.

Section B. Representation Fee:

No member of the bargaining unit will be required to join the Association. The Association will inform the District of any new members and revocation of membership. Current members must drop through Washington Education Association.

The Association shall indemnify and hold the District harmless from any claim regarding any provision of this section.

Section C. Other Deductions:

The District shall, upon receipt of authorization from a certificated employee, deduct from the certificated employee's salary and make appropriate remittance for insurance plans, tax-sheltered annuities, credit union, savings bonds, charitable donations or any other plans or program jointly approved by the Association and the District.

Section D. Association Rights and Responsibilities:

1. Use of Certificated Employee Mail Boxes: The Association may use certificated employee mail boxes for communication purposes as long as such materials are labeled as Association materials and are not defaming to any individual or group, and not being used for political purposes. The Association may use the district email in the same manner as the employee mail boxes above.
2. Use of School Facilities: The Association and its representatives may use school facilities for meetings, provided that such use shall not entail additional cost to the District. These meetings will be held during non-duty hours and will not interfere with normal school operations. All Association general membership meetings to be held in District buildings shall be scheduled through the administration. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of school district facilities. The Association shall be responsible for claims arising from accidents, theft, loss or damage resulting from their use of the facilities.
3. Use of School Equipment: The Association may use school equipment, including computers, copy machines, and other duplicating equipment normally available to certificated employees after school hours, provided that such equipment shall not be removed from school property, unless administratively approved. Use of equipment, other than that listed herein, shall be with administrative approval. Use of the above-mentioned equipment shall be limited to internal Association business and will not include material for political purposes. The Association shall furnish, at its own expense, all paper and supplies related such use and pay for its use at the same rate as the general public. The Association shall be responsible for claims arising from accidents, theft, loss or damage resulting from their use of the equipment.
4. Use of District Bulletin Boards: The Association shall have the right to post notices on school district bulletin boards in the staff room.
5. New Certificated Employees: The District shall notify the Association of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. The Association shall be given the opportunity to speak to all teachers as an official part of the program during any district sponsored new teacher orientation and during any year opening district-wide or building-wide teacher meeting.
6. School District Budget and Financial Reporting: The District shall provide the President with a copy of the District's proposed annual budget at the same time the Board of Directors receive their copies. The Association shall be given the opportunity to make such recommendations and comments as it deems appropriate to the Board concerning the proposed budget prior to its adoption.

The District shall provide the President with a copy of the adopted budget following its adoption.

The District shall make available for review a copy of its Monthly Budget Report.

7. Probationary Certificated Employees: In the event any certificated employee is placed on probation by the District, the District shall provide the President with a copy of the probation notice, provided that the certificated employee has so instructed the District to do so.

8. Board Agenda and Minutes: The District shall post the Board Meeting Agenda on the front door entrance to the building before each Board Meeting and ensure the President receives a copy of the Board Meeting agenda at the same time the Board of Directors receive their copies. Further, the District agrees to provide the President with at least one copy of all Board Meeting minutes, if requested. A copy of the board agenda and minutes will be posted on the employee bulletin board.

9. Salary and Placement Information: If requested, the District shall provide the President with an updated list of certificated employees, including their assignment, their placement on the salary schedule and their BEA equivalency.

10. Official Business: Duly authorized representatives of the Association will be permitted to transact official Association business on school property at all reasonable times during non-duty hours, provided such business does not interfere with or interrupt normal school operations or assigned duties. It is the responsibility of Association representatives to notify the office of their presence prior to contact with members, if during the workday.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Organizing and Representation:

Certificated employees shall have the right to self-organization, to form, join or assist employee organizations to bargain collectively through representatives of their own choosing.

Section B. Non-Discrimination:

There shall be no discrimination against any certificated employee or applicant for employment by reason of race, creed, color, marital status, sex, age, domicile, national origin, or because of their membership in employee organizations.

Section C. Just Cause and Due Process:

No certificated employee shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, or have any adverse action taken against him/her without just cause and due process. Any such actions shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action(s) shall be made available to the certificated employee in writing.

Section D. Representation:

A certificated employee shall be entitled to have present a representative of the Association/Union when being formally reprimanded, warned, disciplined, or when having action taken which would adversely affect him/her.

Any such meeting shall have as much advance notification as possible unless it is an emergency. The PEA will notify the district of the member or the UNISERV rep. who will act as the representative for the above situation. If there are scheduling issues with the representative, then the PEA president will be contacted to select an alternate.

Section E. Appropriate Discipline:

Any disciplinary action taken against a certificated employee shall be appropriate to the behavior which precipitates said action.

Section F. Complaints Against Certificated Employees:

Any complaint (per Board Policy 4220) made against a certificated employee by any parent, student, or other person, which results in some sort of action, will be promptly called to the attention of the certificated employee except during an investigation for criminal activity. Upon completion of the investigation all information from the complaint will be shared with the employee.

Section G. Responsibilities:

Certificated employees shall be bound by Chapter 180-44 WAC, and State Board of Education Rules and Regulations. They shall also be bound by District Policy that is not in conflict with this Agreement.

Section H. Personnel File:

1. **Review:** Certificated employees shall have the right to review all materials in their personnel file upon making an appointment to do so. A District Representative shall be present during this review. At the certificated employee's request, a representative of the Association may accompany the certificated employee in the review of his/her file.
2. **Copies:** Each employee shall have the right to initial, copy and attach his/her comments to materials made a part of his/her personnel file, provided that any review by an employee of their personnel file shall be during normal business hours and during non-teaching hours.
3. **Written Responses:** A certificated employee shall have the right to see, to answer and/or refute, in writing, any materials which may be judged by him/her to be derogatory to his/her conduct, service, competence, character or personality. The written response shall be made a part of the certificated employee's personnel file.
4. **Employee's Working/Evaluation File:** The certificated employee's evaluator may maintain anecdotal records in order to aid them in the evaluation and administration of employees. This file should include information which the evaluator is currently using, prior year's evaluation, current year's goals and observations, employee's current working schedule, information related to the employee's attendance record, and current active disciplinary records (one-year period). All employee working/evaluation files shall be purged at the end of each school year, except for the employee's previous year' evaluation and goals.
5. **Confidential File:** The District will maintain separate confidential files on each certificated employee for those documents which may not be legally kept in their personnel file, i.e., I-9 form, health-related leave/emergency information, worker's compensation claims, medical and retirement enrollment information. Documents representing ongoing and/or closed legal investigations shall be maintained in the Superintendent's office.

Section I. Assignment, Transfer, and Vacancies:

1. The District shall attempt to notify certificated employees of their probable assignments for the next year, prior to the end of each school year. The District may make changes following the end of the school year if they give written notice to the certificated employee as soon as possible after the change in assignment has been determined. Certificated Employees affected by student enrollment fluctuations and/or program changes notified after August 15th, will be eligible to receive up to (two) 2 days of per-diem pay for activities associated with classroom and materials preparation. Per-diem time sheets will be submitted to the appropriate building principal.
2. Grade, subject, school and compensated activity assignments shall be made by the District based upon the needs of the District and the demonstrated skill, ability and professional qualifications of the individual certificated employee to fulfill those needs.
3. In the determination of assignments and transfers, the convenience and work of the certificated employee shall be considered to the extent that these considerations do not conflict with the needs of the District.

4. Certificated employees who are voluntarily or involuntarily transferred from one work station to another shall not be required to move their books, supplies or equipment without the option of having help of custodial staff. Certificated employees will be notified when the new work station is ready. Certificated employees will not move prior to approval and notification from the custodial staff. In recognition of the work involved in suitably packing and unpacking classroom materials, certificated employees who are moved from one work station to another shall be paid one day per-diem.
5. To assure that certificated employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, as well as to assist the District in the timely recruitment and hiring of highly qualified staff, the following procedures shall be used:
 - a. All vacancies and new positions shall be posted both internally and externally for at least five (5) school days for certificated employees as far in advance of the date of the opening of any vacancy or new position as possible. Current certificated employees will be given first consideration in filling all vacancies.
 - b. Said notice of vacancy or new position shall clearly set forth the job description for the position, any special qualifications and the instructions for applying.
 - c. All vacancies and newly created positions shall be filled by the person best qualified to meet the posted requirements as determined by the District.
 - d. One period of “buying a prep” will not be considered a vacancy or newly created position. This one period may be offered to the employee based solely on the needs of the District.

Section J. Individual Certificated Employee Contract:

The District shall provide each certificated employee a contract in conformity with the laws of the State of Washington and regulations of the State Board of Education.

In the event the Legislature makes a specific appropriation for salary increases for certificated employees during the duration of this Agreement, the salary schedule (Appendix A) shall be increased by the percent increase of that allocation to the District.

Section K. Release from Contract:

A certificated employee under contract shall be released from the contract upon request under the following conditions:

1. A letter of resignation must be submitted to the Superintendent.
2. A release from contract prior to July 1st shall be granted provided a letter of resignation is submitted prior to that date.
3. A release from contract shall be granted after July provided a replacement can be obtained by the District.
4. A release from contract shall be granted, anytime, in case of illness or other personal matters which make it impossible for the certificated employee to continue in the district.

ARTICLE IV. EVALUATION AND PROBATION

The following persons are excluded from the definition of “classroom teacher” and exempt from the teacher evaluation system commonly known as TPEP requirements at this time:

- a. Counselors
- b. Educational Staff Associates (therapists, psychologists, etc.)
- c. Instructional Coaches

CLASSROOM TEACHER EVALUATION PROCEDURES:

Section A. Introduction

This section of the Evaluation Article is dedicated to “Classroom Teachers.” The parties have agreed to adopt the instructional framework developed by Marzano. The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas of concern, and provide support for professional growth.

Section B. Comprehensive Evaluation

The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every four (4) years. Subsequent years they will be evaluated on a Focused evaluation, unless they have received a Basic or Unsatisfactory rating on their final comprehensive summative evaluation. Then they shall continue using the Comprehensive evaluation for the following year. All teachers during their provisional status must be on the Comprehensive evaluation.

1. Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures, and other relevant information regarding the evaluation system. A complete set of documents, including all state criteria, Marzano framework, and forms which will be used shall be available on the District website. Forms used for evaluation will be included in the appendices of this document.

2. Student Growth Goal Setting: The teacher who is on a Comprehensive evaluation will set student growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed by the teacher with input from the evaluator and may be interrelated or “nested.” In most cases these goals should be set prior to November 1. Student data that measures growth between two points in time shall be used to calculate a teacher’s student growth score. The measurements used shall be determined by the teacher in consultation with his/her evaluator.

3. Pre-Observation Communication: Any teacher may request a pre-observation conference prior to a scheduled formal observation. A pre-observation conference will be required for provisional employees or those employees who have been notified by their evaluator prior to the observation of identified areas of concern in their performance.

4. Observations:

a. Formal Observations: The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining thirty (30) minutes of required observation time may be broken into smaller increments of no less than ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator.

b. Informal Observations: The purpose of informal observations, which may be unannounced, is to document staff performance in settings 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. Informal observations shall not take place on the day before Thanksgiving, winter or spring breaks. These observations shall be a minimum of ten (10) minutes in length. If there is an area of concern, the evaluator will identify specific concerns in writing within ten (10) days for the applicable criteria and provide the opportunity to discuss possible solutions with the teacher.

Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length. (WAC 392-191A-070)

The District may offer a continuing contract to provisional employees after two (2) years of evaluations that are proficient or distinguished.

A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third year provisional teacher shall not be less than ninety (90) minutes. (WAC 392-191A-070)

Unless mutually agreed upon, the final observation must be completed prior to May 1.

5. Post-Observation Communication: Following each observation or series of observations, the evaluator will:

Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within five (5) working days. The evaluator's notes shall reflect the appropriate criterion and/or component observed.

The teacher may request a meeting to review the observation notes, if desired.

If there is an area of concern, the evaluator will identify specific concerns, in writing, for the applicable criteria and provide specific observable solutions to remedy the concern. The teacher will have the opportunity to attach written comments to the observation notes.

Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at any time prior to May 1st or ten (10) working days after the final observation, whichever is later.

6. Preliminary Summative Communication: No teacher shall receive an overall Unsatisfactory (or Basic for experienced teachers) unless they have received prior notice from their evaluator of any areas of concern that could potentially lead to an Unsatisfactory rating (or Basic for experienced teachers). Teachers have until May 1st or ten (10) working days after the final observation to provide additional artifacts, if they so choose.

7. Final Summative Communication: The evaluator will complete the final evaluation no later than June 1st. Either party may request a meeting to review the evaluation. Any evaluation not received by June 1st shall be considered Proficient on the final summative performance rating and Average on the student growth impact rating. The final summative evaluation may be delivered by email. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

Section C. Focused Evaluation

The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher must complete a Comprehensive evaluation at least once every four (4) years. In subsequent years they will be evaluated on a Focused evaluation. The summative score from the most recent comprehensive evaluation becomes the focus summative evaluation score for any of the subsequent years in which the certificated classroom teacher is on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school year.

Once an employee is placed on a focused evaluation he/she will remain on a focused evaluation for the duration of the current school year.

1. Notification: The teacher will be notified by the 20th day of school who will be assigned as the evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures and other relevant information regarding the evaluation system. A complete set of documents, including all state criteria, Marzano Framework, and forms which will be used shall be available on the District website. Forms used for evaluation will be included in the appendices of this document.

2. Student Growth Goal-Setting: When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth goal within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth goal in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals shall be developed by the teacher with input from his or her evaluator. In most cases these goals should be set prior to November 1. Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score. The measurements used shall be determined by the teacher in consultation with his/her evaluator.

3. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.

4. Observations:

a. Formal Observations: The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining required observation time may be broken into smaller increments of no less than ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator.

b. Informal Observations: The purpose of informal observations, which may be unannounced, is to document staff performance in settings 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. Informal observations shall not take place on the day before Thanksgiving, winter or spring breaks. These observations shall be a minimum of ten (10) minutes in length. If there is an area of concern, the evaluator will identify specific concerns in writing within ten (10) days for the applicable criteria and provide the opportunity to discuss possible solutions with the teacher.

5. Post-Observation Communication: Following each observation or series of observations, the evaluator will:

a. Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within five (5) working days. The evaluator's notes shall reflect the appropriate criterion and/or component observed.

The teacher may request a meeting to review the observation notes, if desired.

If there is an area of concern, the evaluator will identify specific concerns, in writing, for the applicable criteria and provide specific observable solutions to remedy the concern. The teacher will have the opportunity to attach written comments to the observation notes.

b. Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at any time prior to May 1st or ten (10) working days after the final observation, whichever is later.

6. Preliminary Summative Communication: The evaluator will review the preliminary evaluation score with the teacher. Teachers have until May 1st or ten (10) working days after the final observation to provide additional artifacts, if they so choose.

7. Final Summative Evaluation:

a. The evaluator will review the final summative score that would have been given with the employee. The actual summative score on his/her focused evaluation will be from the most recent comprehensive evaluation. If a teacher was proficient on his/her last comprehensive evaluation and he/she provides evidence of exemplary practice on his/her chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school year.

b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

Section D. Support for Teachers with Areas of Concern

If given permission of the teacher involved, the Association will be notified when any teacher will potentially be judged Basic or Unsatisfactory as soon as this determination is made. The District will notify the member that Association help is available.

When a teacher is at risk of being judged Basic or Unsatisfactory, additional support shall be offered. Employees will 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, literature, etc.

Section E. Additional Support for Provisional Teachers

Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort to provide adequate feedback to the teacher. The efforts may include:

1. A completed Comprehensive evaluation conducted in accordance with Section B above
2. Periodic feedback from the evaluator on the teacher's progress toward remediating deficiencies

Section F. Probation

1. At any time after October 15th, a continuing employee, whose work is judged not satisfactory based on the Marzano instructional framework evaluation criteria shall be notified in writing of the specific areas of concern along with a reasonable program for improvement. For teachers who have been transitioned to the new evaluation system, "not satisfactory" is defined in Section K of this Article.
2. A probationary period of sixty (60) school days shall be established for teachers deemed not satisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Basic. The probation period may be extended if a teacher has made progress towards being Basic or Proficient and may be able to achieve a satisfactory rating during the extension period.
3. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the

giving of the notice to the probationer shall be by the school district superintendent and need not be submitted to the board of directors for approval.

4. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located. This person shall be selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The Association may elect to bring in an outside professional to observe, advise and assist the teacher on probation.

5. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.

6. If a minor procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

7. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher who has been transitioned to the revised evaluation system pursuant to the district implementation schedule adopted by the board must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic or above for a continuing contract employee with five (5) or fewer years of experience, or of Proficient or above for a continuing contract employee with more than five (5) years of experience.

8. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause for termination under RCW 28A.405.300 or 28A.405.210.

9. When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating of Unsatisfactory for two (2) consecutive years, the school district shall, within ten (10) days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

10. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

11. No teacher will be non-renewed for evaluation reasons unless they have gone through probation.

Not applicable to Provisional Employees: The probation requirements do not apply to Provisional employees. Provisional employees do not have access to probation.

Section G. State Criteria and Scoring

State Evaluation Criteria:

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
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning

Summative Performance Rating for Comprehensive Evaluation

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:

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

The final score for each criterion will be based on a preponderance of evidence in each criterion. The individual criterion ratings from all eight (8) criteria will be used in achieving the overall “Summative Performance Rating” in the chart above.

Section H. Student Growth Impact Rating

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.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher’s student growth impact rating. The following scoring band will be used to determine the student growth impact rating.

5 – 12	13 – 17	18 – 20
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Low	Average	High
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Section I. Impact of Low Student Growth Score

A student growth score of “1” in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of Distinguished and with a low student growth rating will not receive an overall rating higher than Proficient.

Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

Section J. Student Growth Inquiry

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

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other appropriate student and teacher information based on classroom, school, district, and state-based tools and practices.
2. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessments 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; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation.
4. Create and implement a professional development plan to address student growth areas.

Section K. Definitions

“Artifacts” shall mean any products generated, developed, or used by a classroom teacher during the course of instruction, collaboration, or interaction with parents and/or the community. Artifacts should arise naturally from these practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered artifacts.

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

“Criterion” shall mean one (1) of the eight (8) state defined categories to be scored.

“Classroom Teacher” shall mean a certificated employee who provides academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation. The term “classroom teachers” does not include Educational Staff Associates, e.g. Speech Language Pathologists, OT, PT, Nurses, Psychologists, Developmental Language Specialists, Librarians, TOSA, Counselors, and other bargaining unit members who do not meet this definition.

“Evaluator” shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. Evaluators shall engage in inter-rater reliability activities (Administrative Learning Walks, trainings, videos, etc.). Administrative Learning Walks involve multiple administrators observing a teacher at the same time for the purpose of inter-rater reliability and are not part of any evaluation process.

“Evidence” shall mean observed practice, products, results, or conversations that can be used to demonstrate knowledge and skills with respect to the four-level rating system.

“Instructional Framework” shall mean the adopted instructional framework developed by the Marzano.

“Observation” means the gathering of evidence through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties, for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.

“Performance Levels” shall mean: Four performance levels are provided for each indicator. Moving from Unsatisfactory to Distinguished, the performance levels increase in specificity of practice, cognitive demand, roles of students, and/or frequency of use. The performance levels are:

1. Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.
2. Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers or principals early in their careers but insufficient for more experienced teachers or principals. This level requires specific support.
3. Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching and leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching and leading a school are strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.
4. Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher or principal would need to have received a majority of distinguished ratings on the criterion scores. A teacher or principal at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

“Provisional Teacher” means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Pateros School District.

“Student Growth” shall mean the change in student growth between two points in time.

“Student Growth Data:” assessments used to demonstrate growth must 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.

ARTICLE V. LAYOFF AND RECALL

Section A. Staff Reduction and Recall

Prior to May 15th of each year, the Board shall, after providing opportunity for input from the staff, parents, community and the Association, determine whether the financial resources of the District shall be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year.

If the District adopts a modified or reduced educational program because of loss of revenues or a decline in enrollment, the following guidelines shall be considered in determining the programs and services to be retained, modified, or eliminated.

1. **Selection of Non-renewed employees:** In adopting a reduced educational program which shall require reductions, modification, or elimination of positions involving certificated employees, the certificated employees required to implement the modified or reduced educational programs or services shall be selected as hereinafter provided. For purposes of this Article, seniority and valid teaching endorsements appropriate to carrying out the modified educational plan will be used to determine certificated staff reductions.
2. **Certification/Endorsement:** Certificated employees retained to implement the modified reduced educational program as determined by the District shall possess such valid Washington State Certificates and valid endorsements as may be required for the position being filled.
3. **Attrition:** In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort will be made to determine the number of certificated positions which will be open as a result of retirements, resignations, transfers.
4. **Seniority:** Seniority shall be determined by years of experience in a public school district in the State of Washington. When seniority is equal between or among employees, ranking of those individuals will be computed from an employee's date of hire in the District in a position represented under this negotiated agreement.

If after such consideration the certificated employees are still equally ranked, the position will be filled by "lot", to be determined and witnessed by the affected employees, superintendent, and association representative.

Section B. Appeal

1. A certificated employee may file with the Superintendent a written appeal to request reconsideration for a teaching position for which they believe they qualify. The certificated employee must include in the appeal a full statement as to the facts on which he/she contends the reconsideration or modification should be based.
2. In the event that the appeal to the Superintendent is not resolved, a certificated employee, within ten (10) days after the Superintendent's response, may appeal to the Board. Upon receipt of the appeal, the Board, at the next regular Board meeting, shall act on any appeal(s) and render a decision within five (5) days after the meeting. Such Board decision shall be final.

Section C. Recall

1. Any employee receiving a notice of non-renewal of contract pursuant to these provisions shall be placed within an employment pool for reemployment for any position(s) which become available and for which they qualify until all employees in the pool have been rehired. Reemployment from the employment pool will be based on seniority, provided certification endorsements and qualifications apply as previously identified.
2. When a vacancy occurs for which any person in the employment pool is qualified, notification from the Superintendent to such individual will be sent by certified or registered mail. It shall be the obligation of the individual in the employment pool to keep the Superintendent's office notified as to where they can be reached. If

an employee does not fulfill this obligation, or has not responded within a period of ten (10) working days after the first job offer is received, the District is under no obligation to retain that employee in the employment pool.

3. If a senior employee is not available or does not desire reemployment to the position, then the next most senior qualified employee shall be offered the position. He/she must accept an offered position with ten (10) days of receiving the offer as noted above.

4. Employment pool personnel will be given the first opportunity to fill open positions within their qualifications under the guidelines hereinbefore set forth. Members of the employment pool will also have first priority for substitute positions for which they are qualified.

5. Persons in the employment pool may pay their total medical and dental insurance premiums to the District and in turn, the District shall forward the money to the appropriate medical and dental center so that the member of the employment pool and/or their dependents shall be included within the group medical and dental insurance. This benefit may not exceed the legal limit for COBRA benefits under this category (currently eighteen months).

ARTICLE VI. INSTRUCTION

Section A. Academic Freedom:

The parties agree that the District has the final authority and responsibility to develop and adopt courses of study and lists of instructional materials. The parties adhere to the principle of the certificated employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level. Certificated employees shall use professional judgment in determining the appropriateness of the issues presented, taking into consideration our commitment to the democratic tradition; a concern for the rights, growth and development of students; objective scholarship; and a recognition of the maturity level of students. Further, the parties agree that the District's schools are not the appropriate forum for religious, political, or other propaganda, or for the militant advocacy of any particular cause or point of view.

Notification shall be made to the administration whenever a certificated employee intends to inject into course coverage units which might reasonably be anticipated to be controversial. Any movies shown by the employee must be of educational value and must be pre-approved by the building Principal or his/her designee.

Section B. Planning Time:

1. K-12: All full-time certificated employees in Kindergarten through twelfth (12th) grade, who are directly involved in classroom instruction, shall have a minimum of one (1) complete uninterrupted class period of preparation time during each full instructional day, exclusive of the time before and after the pupil day.

2. Part-time Personnel: Part-time personnel shall be allotted plan time corresponding to their FTE status.

Section C. Workloads and Class Size

The District recognizes that in order to provide an optimum learning environment and to resolve teachers' workload concerns, a reasonable solution to workload problems must be established. Therefore, the District shall maintain the following class size maximums:

- Grades K-3 27 Students
- Grades 4-12 29 Students
- Split/Combination 26 Students (regardless of the grade level)

Note: Class loads in grades seven (7) through twelfth (12) shall be averaged and not viewed in terms of separate class loads for each individual class period.

When the above limits have been exceeded for thirty (30) calendar days, the District shall take such action as it deems necessary to bring the class loads within the maximum set forth above, or provide a para-educator in at least reading, language arts, and mathematics for grades Kindergarten through grade six (6) to assist the large class size. In addition, the District shall provide a para-educator for at least reading, language arts, and mathematics after such Kindergarten through six (6) grade classes have exceeded the maximum for two (2) school days. The para-educator may or may not become part of the permanent solution, but shall remain at least until a permanent solution has been put into place. The parties recognize that such limits shall not apply to traditional large group instruction, experimental classes or in situations where state guidelines dictate otherwise (i.e., band, special education, physical education, etc.)

The District agrees to meet with Association representatives to look at and review class size issues by October 15th of each year. Recommendations, if any, will be given to the Superintendent for his/her consideration. The Committee will meet as many times as necessary to resolve issues to the parties' mutual satisfaction.

Section D. Student Discipline:

1. In the maintenance of a sound-learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable state laws.
2. The District and the Superintendent shall uphold certificated employees in their efforts to maintain discipline in the District, and the administration shall give timely response to all certificated employee's requests regarding discipline problems. Further, the authority of certificated employees to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the District.

In the exercise of authority by a certificated employee to control and maintain order and discipline, the certificated employee shall seek administrative assistance concerning matters not provided for by specific policies adopted by the District.

Section E. Supplies and Materials:

1. Textbook adoptions for the schools in the district will be recommended by the Instructional Materials Committee (IMC), after considering recommendations for the affected staff.
2. All certificated employees shall be given an opportunity to express, in writing, their needs for supplies, equipment, and materials for the following year. The Superintendent shall advise the requesting certificated employee of the disposition of the request.
3. All certificated employees shall have an opportunity to participate and be involved in the development of individual, department and building level budgets, as they relate to purchases of equipment, books teaching materials and supplies.

ARTICLE VII. LEAVES

Section A. Illness, Injury and Emergency Leave:

1. Accumulation: Every certificated employee holding a regular full-time position shall accrue a total of twelve (12) days with pay for illness, injury and emergency leave, for each school year. Unused leave under this provision shall accumulate to a maximum of one-hundred-eighty (180) days. Every certificated employee holding a regular part-time position shall accrue such leave with pay in relation to their FTE status.
2. Use:
 - a. Medical: Certificated employees may use this leave for medical, dental, or ocular appointments for self, spouse or children. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the certificated employee's sick leave account shall be one-half (1/2) day. The certificated employee may be

required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the superintendent.

b. Notice: When a certificated employee will be absent from work for leave that does not require other advance notice he/she shall give notice, if possible, to the principal or the person designated by the Superintendent to receive such notice, not later than 7:00 AM of the first day of the absence. If the absence may be for consecutive days, the District should be notified of the probable date of return.

c. Extended: Any illness or disability extending beyond the accrued leave shall be considered a leave of absence without pay, with the provision of Section 4 - Sick Leave Pooling.

d. Limit: No certificated employee shall be entitled to compensated leave while absent from duty while on an unpaid leave of absence.

e. Emergencies: Emergencies are defined as those situations which cannot be dealt with outside of working hours which are unplanned and which require the individual to absent him/herself from his/her duties, including an adoption of a child. Emergencies shall include injury or sickness to members of the certificated employee's immediate family. Immediate family shall include spouse, children, brothers, sisters, parents, grandchild, grandparent, niece, nephew, aunt, uncle or all of the above that are related to the employee's spouse or other dependents living in the certificated employee's home. Also included will be quarantined employees until such time as he/she refuses the proper medical treatment to allow the employee to safely return to work. The Superintendent, at his/her discretion, may request such verification of family illness as he/she deems advisable. Emergency leaves are to be deducted from the total accumulated leave granted under this provision.

f. Maternity Leave: Any illness or temporary disability because of pregnancy and childbirth, or bonding/caring for a newborn, adopted or foster child shall be eligible for sick leave benefits as provided for herein.

3. Family & Medical Leave Act (FMLA) & Washington Family Care Act

a. The Family and Medical Leave Act of 1993 requires the District to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the District for at least one year, and for 1250 hours over the previous 12 months. Employees who feel they may qualify for FMLA or would like additional information may refer to Board Policy No. 5404, or contact the Superintendent's office.

b. The Washington Family Care Act allows employees to access sick leave or other paid time off to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children 18 years and older with disabilities. Grandparents-in-law, grandchildren, and siblings are not included.

4. Sick Leave Conversion Option:

a. Commencing in January, 2007, and each January thereafter, each eligible, current employee of the Pateros School District may elect to convert excess sick leave to monetary compensation or contribute to a VEBA III Account Plan as provided in this section. PEA will notify the Pateros School District of its intent to participate in VEBA III by September 30 of each year.

1. Eligible employees: In order to be eligible to convert excess sick leave days to monetary compensation, an employee:

a. Shall have accumulated in excess of 180 full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) as of the end of the previous calendar year; and

b. Shall provide written notice to the school district during the month of January of his or her intent to convert excess sick leave days to monetary compensation.

2. Excess sick leave: The number of sick leave days which an eligible employee may convert shall be determined by:

a. Taking the number of sick leave days in excess of one hundred eighty (180) full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the Pateros School District (a maximum of twelve days per year); and

b. Subtracting from the above the number of sick leave days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.

3. Rate of conversion: Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of basic compensation for each full day of eligible sick leave (one day's pay for each four full days of eligible sick leave).

4. All sick leave days converted pursuant to this section shall be deducted from the employee's accumulated sick leave balance.

5. Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public system in this state. An employee may also apply for this leave for pregnancy or for bonding/caring for a newborn, adopted or foster child.

b. At the time of separation from District employment due to retirement (as recognized by the Washington State Teacher's Retirement System) an employee shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's salary for each four (4) full days accrued leave for illness or injury. In the event that VEBA III is adopted by PEA, this contribution will be made to the VEBA III account. Unless waived by the Board because of extenuating circumstances such as but not limited to, poor health or family emergency, notification of intent to use the Sick Leave Conversion option must be made in writing to the Superintendent by January 31, preceding retirement. The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in Washington, and shall be in accordance with the rules and regulation of the Superintendent of Public Instruction.

5. Sick Leave Sharing:

a. Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering or an immediate family member who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes the affected employee to take leave without pay or terminate his/her employment. An employee may also use this leave for pregnancy disability or for bonding/caring for a newborn, adopted or foster child, or if the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

b. An employee who has accrued sick leave balance of more than twenty-two (22) days is allowed to transfer his/her accumulated sick leave to a sick leave bank.

- c. Employees are allowed to grant up to six (6) days during any twelve (12) month period.
- d. Employees cannot donate sick leave days that would result in his/her sick leave account going below twenty-two (22) days.
- e. While an employee is on leave under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if he/she was using accrued sick leave.
- f. Employees may elect to keep up to forty (40) hours of their accumulated sick leave when applying for this leave.

Section B. Other Leaves:

1. **Bereavement Leave:** Up to five days leave with pay shall be authorized by the District in the event of death of any member of the immediate family, as defined above. One day of leave with pay shall be allowed for the death of other relatives or close friends. The Superintendent may request verification of leave for this purpose and may grant additional days at his discretion.
2. **District Approved Leaves:** Certificated employees may apply to attend professional meetings, workshops, or in-service functions in an effort to update or improve their value to the District. Such attendance may also be requested by the District. Such absence from work will be termed District Approved Leave. In addition to full pay allowances, certificated employees may be reimbursed for normal costs paid for meals, lodging, mileage and registration. All District Approved Leave must have prior approval of the Superintendent.
3. **Personal Leave:** Up to three days of personal leave will be granted each year provided a qualified substitute is available. No more than one certificated employee will be absent any given day on personal leave without the Superintendent's prior approval. Personal leave substitute costs will be paid by the District. Except in cases of emergencies, five (5) working days' notice of intent to use personal leave will be given to the administration. Personal leave will not be granted during the first and last weeks of the school year, or the working day before or after a vacation period or a day when students are not in attendance, except in cases of an emergency as determined by the administration. Two (2) personal leave days can be carried over. There will be a maximum of five (5) personal leave days allowed per year. The District will cash out any unused personal leave above two (2) days at the end of each school year at the employee's daily per diem rate. This cash out will be paid in the June pay period. Personal leave cash out is limited to three (3) days.
4. **Military Leave:** Certificated employees shall be granted military leave of absence as provided by RCW 38.40.060. While on leave, the certificated employee shall retain all benefits of employment seniority. Upon return from leave, the certificated employee shall be returned to the position last held or a similar position in the District. During such leave, the District shall pay the certificated employee the difference in salary between the military salary and their normal teaching salary.
5. **Long Term Leave of Absence:** Leaves of absence up to one (1) year without pay may be granted to certificated employees for the purpose of study, travel, child rearing, working in a professionally related field, or other purposes. Requests for child rearing leave shall not be unreasonably withheld. Requests for such (long term) leaves must be submitted to the District in writing, stating the reasons for the leave. Upon return from such leave, the certificated employee shall be placed in the position last held or in a similar position in the District.
6. **Jury Duty Leave:** Certificated employees shall be granted leave to participate as jurors when the court system requests them to do so. During such leave, the District shall pay the certificated employees the difference in salary between the juror salary and their normal teaching salary. Any amount paid to the certificated employee for actual expenses shall be retained by the certificated employee.

7. Accidents on the Job: In the event of any on-the-job disability which is covered by State Industrial Insurance under the Workman's Compensation Act of the State of Washington, and including any disability due to any assault sustained in the course of his/her employment, it is the choice of the injured worker if they want to use leave. Workers using paid leave benefits will continue to be entitled to time loss. Buy-back is strictly voluntary on the part of the worker; it is not mandated by the district policy or by the collective bargaining agreement. The worker can opt to keep both the leave benefit and the time loss. If the worker opts the District shall pay to such disabled employee out of his/her accumulated sick leave an allowance equal to the difference between the State Workman's Compensation benefits and the employee's regular straight-time gross pay, less statutory deductions, beginning at the time of the disability and continuing until the accumulated sick leave allowance of the injured employee is expended. If the employee is still disabled after his/her earned sick leave allowance is expended, the employee shall revert to only the pay coverage afforded by State Workman's Compensation Insurance.

8. Association Leave Time: The District shall grant up to five (5) days unpaid leave each year to the Association President or designee to conduct Association business. Leave shall require prior notice to the Superintendent. A qualified substitute must be available.

9. Washington State Paid Family and Medical Leave (PFML): Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the qualifying time period outlined in the Law. Such leave shall be used consecutively with an employee's accrued paid leave and FMLA. It will be the sole choice of the employee as to the order of such leave shall be utilized. (PEA 2019.04.24) The employee shall notify the district in writing as to their choice. Absent written notification, the district will first apply paid leave and after exhausting paid leave start PFML leave.

ARTICLE VIII. FISCAL

Section A. Salaries:

1. Schedule: Employees shall be paid according to their placement on the salary schedule which is attached to and made a part of this Agreement as Appendix A.

2. Required Certificates: All employees shall provide proof of certification for the position for which they are hired as required by State law, at the commencement of the school year. The district may elect to hire a substitute to cover an employee with a lapsed certificate at the employee's expense for both the substitute's salary and benefits.

3. Initial Placement

a) Transcripts

New employees must file official transcripts of college credits with the Superintendent prior to qualifying for placement on the salary schedule.

b) Educational Credits

Credit shall be allowed for upper division and graduate level credits and/or acceptable clock hour equivalents, provided they qualify for certification renewal, evaluation requirements, meet clock hour requirements of the state, or are accepted by the District to meet District initiatives or programs. Ten (10) clock hours is equal to one (1) credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.

c) Educational Placement (Degrees/Columns)

New employees with creditable outside teaching experience shall be placed on the appropriate column for educational attainment as determined by the number of upper division and graduate level credits and/or acceptable clock hour equivalents.

Occupational Therapists, Physical Therapists, and Speech Language Pathologists shall be given credit for experience in their related field that occurs outside the school setting and placed on the salary schedule at their appropriate level for experience and ESA certification.

d) Experience Placement (Years/Rows)

Individuals who have verified work experience in the State of Washington, out-of-state and/or a foreign country shall be placed on the salary schedule on a one-for-one basis up to the maximum step for salary schedule purposes.

e) Military Experience

Only active duty military service gained prior to September 1, 1976, shall be recognized for salary credit purposes. One year of salary credit shall be granted for two years of recognized military service experience. Credit for partial years less than two shall be granted on a one for two basis. Two years of salary credit shall be granted for three years of recognized military service experience. No other military service experience shall be recognized.

4. Professional Advancement

a) Educational Credits

Employees shall advance (when educational credits/clock hours earned make them eligible) to the next higher vertical column(s), provided that the credits and/or acceptable clock hour equivalents meet the requirements set in 3b above. Ten (10) clock hours is equal to one (1) credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.

b) Experience

Employees shall advance to the next higher horizontal row(s) for each year's teaching experience, as per the salary schedule.

5. Timeline: Classification on the salary schedule is for the full contract year. No change in classification shall be made for professional credits earned except as provided below:

a) Salary Adjustments

Salaries shall be adjusted as of the beginning of the contract year, for educational credits/clock hours earned prior to September 10, provided that notice is given to the District on or before September 10. If for some circumstance beyond the control of the employee, the college transcripts are not available and the District has been advised by the college of the credit, the transcripts must be provided by the employee no later than December 1. After that date, the individual contract shall be adjusted to reflect the original credit and experience due the employee.

b) Proof of Credits

Proof of credits/clock hours earned shall be by official transcript/form as recognized by the state for proof of credits/clock hours; provided that the official grade notice or other suitable proof may be temporarily substituted.

6. Experience Advancement: Only one year of teaching experience credit can be earned during a school year. Experience credit towards salary schedule advancement will be the cumulative sum of the years of experience. A partial year will be added as earned (example, 0.6 years + 0.6 years = 1.2 years or 1.0 years on the Salary Schedule)

7. Pay Date: All staff members shall be paid one-twelfth (1/12) of their annual salary on or before the last district business day of each month beginning with the month following initial employment.

Should a staff member's contract be terminated, the staff member will receive a total salary which bears the same ratio to the contractual year salary provided, as the number of days of service performed by the staff member bears to the total number of contractual days in the school year.

8. Itemization: Payments shall include an itemization showing the amount paid for each separate assignment.

10. Errors in Computation: Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee or the District as soon as discovered. In the event the District has made an overpayment, the District and the employee shall work out a mutually agreeable plan for the pay back. In the event an underpayment has occurred, the District will fully compensate the employee in the next pay period.
11. There will be no charge for any clock hour provided by the District for professional development if the district becomes a clock hour provider.
12. A reimbursement fund of \$2000 for teachers to access for tuition and other fees will be prorated (up to actual expense) by the requests from teachers received by the last day of the school year.

Section B. Work Year:

1. The length of the regular certificated employee contract shall be one-hundred-eighty (180) days plus three (3) additional days. One day will be for staff development prior to the start of the school year. Staff who miss the required training day will have the option to make up that training if possible. Two (2) additional days is to be documented by the employee. All three (3) of these days will be paid at the employee's daily per diem rate. One-hundred-eighty (180) days shall be for instruction and professional preparation.

Section C. Work Day:

The work day of certificated employees shall be eight (8) hours. Certificated employees shall begin their duties thirty (30) minutes before the regular pupil day begins and shall continue until thirty (30) minutes after the regular pupil day ends. The work day shall include a continuous thirty-five (35) minute duty-free lunch period.

Section D. Insurance Benefits:

1. SEBB Benefits

In accordance with state law, the District will offer to eligible employees all benefits offered by the School Employees Benefits Board (SEBB), administered by the Washington State Health Care Authority (HCA). The District will pay the employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their dependents by state law and rules promulgated by the HCA.

2. Availability

Employees are eligible to receive the employer contribution for SEBB benefits in accordance with WAC 182-31-040. Employees are qualified if they work or will work a minimum of 630 hours during the year. The effective date of coverage is the first day of the month following the day the employee begins work.

Individuals must enroll on-line themselves or with forms provided by SEBB.

3. Benefit Termination

Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective in accordance with WAC 182-31-050. In cases where separation occurs after completion of the employee's full contract obligation (retirement, the end of the school year), benefit coverage will continue through August 31 of that year, provided the employee's resignation specifies August 31 as the last day of employment.

4. Additional Options

In addition, any employee may participate in any other approved voluntary programs, provided, all premiums will be paid from payroll deductions by the employee and the optional benefits are allowed under WAC 182-31-140.

5. Deductions

Upon receipt of written authorization from each employee, the District agrees to deduct from the salary of its employees, premiums for those insurance and annuity programs pursuant to RCW 28A.405.400. The sums that are deducted as premiums for such insurance and annuity programs will be forwarded in accordance with the written authorization.

6. Employees on Leave or RIFed

An employee who is on District approved leave or has been laid off by District action and is in the reemployment pool may be eligible to participate at their own expense in the health insurance program in accordance with WAC 182-31-100.

7. Implementation Issues

The parties agree to meet and negotiate any discrepancies or disagreements that develop as the SEBB program is implemented.

Should any contract language be contrary to State law and/or SEBB rules, State law and SEBB rules shall govern.

Section E. Supplemental Contracts:

There shall be a supplemental certificated employee contract for extracurricular positions receiving a stipend and requiring a certificate for the position. Such supplemental contracts shall be for one (1) year in length.

Supplemental contracts shall be issued following Board action to employ the certificated employee for the next school year in the extracurricular position requiring a certificate.

Any certificated employee may resign from an extracurricular assignment receiving a stipend for the following year by submitting a written resignation on or before May 15th. Resignation from supplemental contracts shall in no way adversely affect the certificated employee's standing or status in the District. Resignation or release from the regular certificated employee contract automatically releases the certificated employee from any such extracurricular/supplemental contract.

At the time contracts are issued, the District shall advise certificated employees in writing, if the individual's supplemental contract is not to be renewed or opened with the employee being allowed to apply for the position for the coming year. In cases of non-renewal, the District shall state the reasons for the non-renewal, in writing.

The District shall develop and adopt job descriptions for all extracurricular positions. Such job descriptions shall be attached to and made a part of each extracurricular contract.

Section F. Hold Harmless:

1. The district shall protect certificated employees under the present liability insurance up to the limits of the policy in effect.
2. Legal counsel, to the extent provided by the district's insurance policy, shall be provided to any certificated employee against whom a lawsuit is initiated, provided such certificated employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the district.

3. A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor. The supervisor shall notify the Superintendent, and if necessary, the police. Immediate steps shall be taken in cooperation with the certificated employee to provide for the certificated employee's safety. Precautionary measures for the certificated employee's safety shall be reported to the certificated employee and the President by the Superintendent at the earliest possible time.

4. The district shall reimburse certificated employees for prorated replacement of any personal property damaged, destroyed, or stolen which is used in the course of their employment, and was provided at the request of the District; or which the certificated employee brought to be used in the course of employment after obtaining prior written approval of the building administrator. Property loss resulting from the carelessness or negligence of the certificated employee is not reimbursable.

Section G. Training

Employees required by the district to attend training/workshop courses for the purpose of improving the education of children and approved by the Superintendent during non-work hours will be paid at their Individual contractual hourly rate. Course fees, meals, travel and tuition will be paid by the district.

All training opportunities will be offered to all certificated employees who qualify. All employees will have equal opportunity to attend trainings and/or conferences.

Section H. Substitute/Compensatory Pay

It shall be the responsibility of the District to provide appropriate substitutes in the event any employee is absent from work. Every reasonable effort shall be made by the District to obtain a substitute. In the event that an employee is required to cover a class, that employee shall be paid pro rata from their normal per diem rate. Substitute pay shall be set annually.

Section I. Resignation/Retirement Incentive:

1. For the purpose of helping the district determine staffing levels for the following year, the district will pay the departing certificated staff member for early notification. For a letter of resignation or retirement effective at the end of the current school year received in the district office one week prior to the February School Board meeting, the employee will receive three (3) days per diem pay.

2. This incentive will be paid in June after the Employee has separated from service with the District.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Purpose:

The purpose of this procedure is to provide for the orderly and expeditious adjustment of certificated employee grievances.

Section B. Definitions:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which a certificated employee works, allegedly caused by misinterpretation or inequitable application of the term(s) of the Agreement.

3. "Grievant" means the certificated employee or group of certificated employees or the Association filing a grievance.

Section C. Procedure:

1. The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within each step shall be considered a maximum and every effort shall be made to expedite the process.
2. A grievant shall first take up the complaint or problem with the appropriate administrative supervisor in informal private discussion(s). Every effort shall be made to adjust the complaint or deal with the problem in an informal manner.

Step 1: If the grievance is not resolved in informal discussion(s), the grievant may present a formal Grievance (Appendix C) to the appropriate administrative supervisor which shall begin the formal grievance. The supervisor shall provide a conference with the grievant within ten work days of the filing. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. A written response shall be given to the grievant and his/her representative by the supervisor within five (5) work days following the conference.

If the appropriate administrative supervisor is the Superintendent the grievant shall file the formal grievance instead with the Superintendent (step two) and the same time lines as above shall apply. If the grievance has not been adjusted to the satisfaction of the grievant, within the time lines, the grievant may move to step three (3).

Step 2: If the grievance has not been adjusted to the satisfaction of the grievant at Step 1 within the time line, the grievant may file an appeal with the Superintendent, who shall provide a conference for the grievant within ten (10) work days after receipt of the appeal. A written decision with reasons for said decision shall be given (or mailed) to the grievant and his/her representative by the Superintendent within five (5) work days following the formal conference.

Step 3: If the grievance has not been adjusted to the satisfaction of the grievant at Step 2 within the time line, the grievant may appeal to the Board by filing written notice with the Superintendent. The Board shall provide a hearing for the grievant within ten (10) work days after receipt of the appeal by the District. A written decision with reasons for said decision shall be given (or mailed) to the grievant and his/her representative within five (5) work days after the formal conference.

Step 4: If the grievance has not been adjusted to the satisfaction of the grievant at Step 3 within the time line, the grievant may request, in writing to the Association, that the Association submit the grievance to arbitration. The Association shall retain sole discretion to file or not to file for arbitration.

If the Association fails to give written notice to the Superintendent of its intention to arbitrate the matter within ten (10) work days after receipt of the step 4 answer by the grievant, the grievance shall be deemed withdrawn.

During the arbitration neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party. A request for a list of arbitrators shall be made to the American Arbitration Association (AAA) by the Association as a part of its demand for arbitration. After receipt of the list, the parties will alternately strike names in order to determine the selection of an arbitrator. Either party may reject one list of arbitrators and request a new list from AAA.

The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement between the District and the Association. Each party shall bear the full costs for its side of the arbitration and will pay one-half (1/2) of the cost for the arbitrator and the hearing room.

Section D. Supplemental Conditions:

1. There shall be no reprisals toward any person participating in this grievance procedure.
2. All documents, communications and records dealing with the processing of grievances shall be filed separately from the grieving's personnel file, and upon the adjustment of the grievance, such documents, communications and records, excepting a summary of the grievance and the final adjustment thereof, shall be destroyed.
3. The grievant may be represented or assisted, at any point in the grievance procedure by representative(s) of the Association. No grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of the grievance be inconsistent with the terms of this Agreement.
4. Excluded from the grievance procedure shall be matters for which law mandates another method of review, including the substantive parts of the evaluation procedure, non-renewal, discharge, adverse effect on contract, and layoff/recall procedure.

ARTICLE X. DURATION OF AGREEMENT

This agreement shall be in effect from September 1, 2022 and shall remain in full force and effect through August 31, 2025. It may be reopened during this period only by mutual agreement. Both parties may bring (2) “openers”, and any matter that is addressed in the Agreement that is directly affected by legislative action and salary shall be open for negotiation in subsequent years of the agreement. For such negotiations the Parties shall exchange proposals on or about August 1st of each year of the agreement.

FOR THE BOARD:

FOR THE ASSOCIATION:

Chair

President

Superintendent

Chief Negotiator

PATEROS SCHOOL DISTRICT SALARY SCHEDULE

2022-2023

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	49,915.86	51,262.73	52,762.24	54,060.10	58,551.92	59,997.95	64,334.93	67,231.44
1	50,586.51	51,953.44	53,367.16	54,829.90	59,368.52	60,806.75	65,047.92	67,924.38
2	51,227.09	52,607.39	54,036.70	55,610.85	60,136.10	61,591.04	65,704.09	68,612.86
3	51,886.60	53,280.27	54,724.07	56,349.46	60,865.79	62,354.16	66,326.84	69,306.91
4	52,533.86	53,987.69	55,441.51	57,121.49	61,665.68	63,166.29	67,023.12	70,023.24
5	53,201.17	54,662.80	56,131.11	57,904.66	62,432.14	63,961.72	67,683.74	70,742.91
6	53,888.54	55,318.97	56,836.30	58,697.86	63,203.06	64,742.67	68,354.40	71,428.05
7	55,096.16	56,546.65	58,084.03	60,048.09	64,620.12	66,200.95	69,717.99	72,879.64
8	56,863.03	58,392.62	59,966.76	62,093.47	66,726.78	68,365.54	71,825.76	75,101.05
9	56,863.03	60,304.32	61,956.44	64,158.91	68,901.39	70,595.85	74,000.37	77,388.18
10	56,863.03	60,304.32	63,970.63	65,999.31	71,137.28	72,888.56	76,236.26	79,735.47
11	56,863.03	60,304.32	63,970.63	68,568.29	73,477.89	75,264.81	78,153.53	82,147.38
12	56,863.03	60,304.32	63,970.63	70,734.00	75,883.11	77,721.28	80,979.86	84,659.55
13	56,863.03	60,304.32	63,970.63	70,734.00	78,345.14	80,239.02	84,579.33	87,228.53
14	56,863.03	60,304.32	63,970.63	70,734.00	80,818.32	82,810.23	86,078.84	89,898.89
15	56,863.03	60,304.32	63,970.63	70,734.00	82,921.64	84,964.79	88,315.84	92,236.16
16	56,863.03	60,304.32	63,970.63	70,734.00	84,579.33	86,662.60	90,082.71	94,081.02

PATEROS SCHOOL DISTRICT 2019-20 SUPPLEMENTAL SCHEDULE

1. Traffic Safety Instructor	Calculated on Instructional/Drive times divided by students enrolled. (\$1855.00 for 2017-18 school year)
2. Vocational Instructor/Director	17 days extended time @ per diem
3. Agricultural Teacher	20 days extended time @ per diem
4. FFA Advisor	20 days @ per diem
5. Special Program Director	10 days extended time @ per diem
6. Counselor	10 days extended time @ per diem
7. SPED Director	Yearly stipend of \$9,000 + five (5) days at per diem
8. ASB Advisor	20 days @ per diem
9. College in the Classroom	\$1500 per 5 credit college class. Required training days that fall outside the work calendar will be paid at per diem. Travel expenses for training will be paid for by the district. The teacher will be given two (2) district approved planning days within the year. The teacher will request a substitute with the note stating that it is for College in the Classroom planning time.
10. AVID Coordinator	\$2000 per year
11. PLC Coordinator	\$3000 per year

PATEROS SCHOOL DISTRICT/PATEROS EDUCATION ASSOCIATION

FORMAL GRIEVANCE

NAME OF GRIEVANT: _____

ASSIGNMENT: _____ DATE: _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED: _____

SPECIFIC CONTRACT ARTICLE, OR CONDITION VIOLATED: _____

BRIEF DESCRIPTION OF GRIEVANCE: _____

WHEN VIOLATION OCCURED: _____

WHEN GRIEVANT BECAME AWARE OF VIOLATION: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT _____

Send original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.

Summative Teacher eVAL Components
With Student Growth Goals
 Five Domains from the Marzano Frameworks embedded

Rubric Focus

- **C1 - Centering instruction on high expectations for student achievement.**
 - 1.1: Providing Clear Learning Goals and Scales (Rubrics)
 - 1.2: Celebrating Success
 - 1.3: Understanding Students' Interests and Backgrounds
 - 1.4: Demonstrating Value and Respect for Typically Underserved Students
- **C2 - Demonstrating effective teaching practices.**
 - 2.1: Interacting with New Knowledge
 - 2.2: Organizing Students to Practice and Deepen Knowledge
 - 2.3: Organizing Students for Cognitively Complex Tasks
 - 2.4: Asking Questions of Typically Underserved Students
 - 2.5: Probing Incorrect Answers with Typically Underserved Students
 - 2.6: Noticing When Students Are Not Engaged
 - 2.7: Using and Applying Academic Vocabulary
 - 2.8: Evaluating Effectiveness of Individual Lessons and Units
- **C3 - Recognizing individual student learning needs and developing strategies to address those needs.**
 - 3.1: Effective Scaffolding of Information Within a Lesson
 - 3.2: Planning and Preparing for the Needs of All Students
 - SG 3.1: Establish Student Growth Goal(s)
 - SG 3.2: Achievement of Student Growth Goal(s)
- **C4 - Providing clear and intentional focus on subject matter content and curriculum.**
 - 4.1: Attention to Established Content Standards
 - 4.2: Use of Available Resources and Technology
- **C5 - Fostering and managing a safe, positive learning environment.**
 - 5.1: Organizing the Physical Layout of the Classroom
 - 5.2: Reviewing Expectations to Rules and Procedures
 - 5.3: Demonstrating "Withitness"
 - 5.4: Applying Consequences for Lack of Adherence to Rules and Procedures
 - 5.5: Acknowledging Adherence to Rules and Procedures
 - 5.6: Displaying Objectivity and Control
- **C6 - Using multiple student data elements to modify instruction and improve student learning.**
 - 6.1: Designing Instruction Aligned to Assessment
 - 6.2: Using Multiple Data Elements
 - 6.3: Tracking Student Progress
 - SG 6.1: Establish Student Growth Goal(s)
 - SG 6.2: Achievement of Student Growth Goal(s)
- **C7 - Communicating and collaborating with parents and the school community.**
 - 7.1: Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events
 - 7.2: Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism
- **C8 - Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**
 - 8.1: Seeking Mentorship for Areas of Need or Interest
 - 8.2: Promoting Positive Interactions with Colleagues
 - 8.3: Participating in District and School Initiatives
 - 8.4: Monitoring Progress Relative to the Professional Growth and Development Plan
 - SG 8.1: Establish Team Student Growth Goal(s)

PATEROS CONSOLIDATED SCHOOL DISTRICT #112 Teacher Evaluation Form

Teacher: _____ Assignment _____ SY: _____
 U = Unsatisfactory (1) B = Basic (2) P = Proficient (3) D= Distinguished (4)

Expectations:	Overall Criterion Rating = _____	U	B	P	D
Criterion 1: Centering Instruction on High Expectations					
1	Providing Learning Goals and Scales (Rubrics)				
1.2	Celebrating Success				
1.3	Understanding students' interests and backgrounds				
1.4	Demonstrating value and respect for typically underserved students.				

Instruction:	Overall Criterion Rating = _____	U	B	P	D
Criterion 2: Demonstration Effective Teaching Practices					
2.1	Interacting with new knowledge/.				
2.2	Organizing students to practice and deepen knowledge.				
2.3	Organizing students for cognitively complex tasks.				
2.4	Asking questions of typically underserved students.				
2.5	Probing incorrect answers with typically underserved students				
2.6	Noticing when students are not engaged				
2.7	Using and applying academic vocabulary				
2.8	Evaluating effectiveness of individual lessons and units				

Differentiation:	Overall Criterion Rating = _____	U	B	P	D
Criterion 3: Using Strategies to Meet Individual Student Learning Needs					
3.1	Effective scaffolding of information within lessons.				
3.2	Planning and preparing for the needs of all students.				
SG 3.1	Establish student growth goals (subgroup of students)				
SG 3.2	Achievement of student growth goals (subgroup of students)				

Content Knowledge:	Overall Criterion Rating = _____	U	B	P	D
Criterion 4: Clear Focus on Content and Curriculum					
4.1	Attention to established content standards.				
4.2	Use of available resources and technology				

Learning Environment:	Overall Criterion Rating = _____	U	B	P	D
Criterion 5: Fostering a Safe and Positive Environment					
5.1	Organizing the physical layout of the classroom.				
5.2	Reviewing expectations to rules and procedures				
5.3	Demonstrating "withitness"				
5.4	Applying consequences for lack of adherence to rules and procedures.				
5.5	Acknowledging adherence to rules and procedures.				
5.6	Displaying objectivity and control.				

Assessment: :	Overall Criterion Rating = _____	U	B	P	D
Criterion 6: Using Student Data to Improve Learning					
6.1	Designing instruction aligned to assessment.				
6.2	Using multiple data elements.				
6.3	Tracking student progress.				
SG 6.1	Establish student growth goals (whole class/grade)				
SG 6.2	Achievement of student growth goals. (whole class/grade)				

Families & Community: Criterion 7: Communicating with Parents, School, and Community	Overall Criterion Rating = _____	U	B	P	D
7.1 Promoting positive interactions about students & parents – courses, programs, and school events.					
7.2 Promoting positive interactions about students & parents – timeliness and professionalism					

Professional Practices: Criterion 8: Collaborative & Collegial Practices Focused on Student Learning & Improving Instruction	Overall Criterion Rating = _____	U	B	P	D
8.1 Seeking mentorship for areas of need or interest.					
8.2 Promoting positive interactions with colleagues.					
8.3 Participating in district and school initiatives.					
8.4 Monitoring progress relative to professional growth and development plan.					
SG 8.1 Establish team student growth goals.					

Type of Evaluation: **90-Day** _____ **Focused** _____ **Comprehensive** _____

Evaluation Summative Scores:

COMPREHENSIVE Rating:
(List numerical score)

Unsatisfactory (8-14)	Basic (15-21)	Proficient (22-28)	Distinguished (29-32)

Student Growth Impact
(Include all SG scores from 3, 6, & 8
*A score of one (1) in any results in automatic low SG Impact rating

Low (5-12)	Average (13-17)	High (18-20)

Or

FOCUSED Rating:
(Must use **Criterion 3** or **6** at minimum)

Unsatisfactory	Basic	Proficient	Distinguished

Student Growth Impact
(3SG OR 6SG) *A score of one (1) in any results in automatic low SG Impact rating

Low	Average	High

Overall Evaluation Rating:

Teachers with a Summative Rating of *Distinguished* must have SGI score in the average or high range. A low SGI score will lower a *Distinguished* score to *Proficient*.

Unsatisfactory _____	Proficient _____
Basic _____	Distinguished _____

Possible Goal Areas to consider for next year:

Other Notes/Comments:

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

Teacher Signature

Date

Supervisor Signature

Date

TEACHER EVALUATION - STUDENT INPUT FORM

Date: _____ Course name: _____

Many teachers in senior high schools in Washington are inviting their students to check this form. Your teacher's purpose is to learn what you think are his or her best qualities and what way he or she might do a better job. Please make a check mark in the appropriate space after each item. Do not sign your name to the paper.

	Outstanding	Strong	Good	Weak	Not Observed	Satisfactory	Very Unsatisfactory	Not Sure
1. Gets students interested in his/her subject								
2. Directs interesting and varied classes								
3. Makes use of examples and illustrations								
4. Knows the subject matter								
5. Speaks distinctly using good English								
6. Explains difficult point clearly								
7. Makes clear assignments								
8. Provides for sufficient practice								
9. Checks student work carefully								
10. Helps students develop good study and work habits								
11. Plans for review								
12. Stimulates capable students to do their best work								
13. Offers help to slower students								
14. Comes prepared for each day's teaching								
15. Avoids wasted class time								
16. Maintains order in the classroom								
17. Shows poise and self-control								
18. Maintains an atmosphere of good feeling								
19. Grades Fairly								
20. Is respected by students								
21. Has adequate health, energy and vitality								
22. Takes an interest in me as an individual								
23. Maintains a neat and attractive classroom								
24. Gives challenging assignments								

What quality of this teacher do you like best?

What suggestions would you give this teacher for improvements that would be appreciated by students?