



COLLECTIVE BARGAINING AGREEMENT

between

Longview School District No. 122

&

Longview Education Association

September 1, 2022

through

August 31, 2025

LONGVIEW SCHOOL DISTRICT NO 122
Notice of Nondiscrimination

The Longview School District is an Equal Opportunity district in education programs, activities, services, and employment. Longview School District does not discriminate on the basis of race, creed, color, religion, sex, national origin, marital status, sexual orientation, including gender expression or identity, age, families with children, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal. We provide equal access to the Boy Scouts of America and other designated youth groups. We also comply with Section 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Older Worker Protection Act, and all other state, federal, and local equal opportunity laws. If you have a physical or mental disability that causes you to need assistance to access school facilities, programs, or services, please notify the school principal. This district endeavors to maintain an atmosphere free from discrimination and harassment. Any person who believes he or she has been discriminated against should contact the appropriate administrator or one of the following district designee:

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Director of Human Resources
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PREFACE

Good communications are an essential part of this Agreement and a continued good working relationship. Employees are encouraged to contact administrators or Association officers for clarification of any part of this Agreement.

The District and the Association have reached certain understandings, which they desire to confirm in this Agreement. It is hereby agreed as follows:

ARTICLE I – ADMINISTRATION

Section 1: *Exclusive Recognition*

- A. Pursuant to Chapter 41.59 RCW (The Education Employment Relations Act), the Board of Directors of the Longview School District (District) shall continue to recognize the Longview Education Association (Association) as the exclusive bargaining representative for all “educational employees,” including certificated teachers and certificated support staff, and substitute teachers who work thirty (30) days in one year or twenty (20) consecutive days in one assignment, and remain available to substitute.
- B. Such representation shall exclude:
 - 1. Superintendent
 - 2. Assistant Superintendent
 - 3. Executive Directors
 - 4. Principals
 - 5. Assistant Principals
 - 6. Directors
 - 7. Assistant Directors

Section 2: *Compliance of the Collective Bargaining Agreement*

- A. The collective bargaining agreement shall be subject to and consistent with Washington state law. Any individual teaching contract executed shall expressly provide that it is subject to the terms of this Agreement between the District and the Association.
- B. This Agreement shall be governed and construed according to the constitution and laws of the State of Washington and the United States.
- C. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of this Agreement shall continue in full force and effect.

Section 3: *Printing and Distribution of the Collective Bargaining Agreement*

- A. Within forty-five (45) days following the ratification and signing of this Agreement, the District shall print and distribute to the Association forty-five (45) copies of this Agreement and post the Agreement to the District's web site and provide email notice to the Association and each employee of the location of the Agreement.
- B. All new employees shall be provided with the location of the Agreement on the District's web site.

Section 4: *Status and Administration of this Agreement*

- A. Where there is a conflict between this Collective Bargaining Agreement and any resolution, rule, policy, or regulation of the District, the terms of this Collective Bargaining Agreement shall prevail.
- B. The District and the Association will grant Worksite variances to this Agreement only upon approval by eighty-five percent (85%) of the certificated employees of such worksite and approval by the Association and approval by the District, provided there is no inconsistency with Board policy, laws, and the Strategic Plan. Upon approval by both, a Memorandum of Understanding (MOU) shall be drafted. This MOU shall specify the duration. If a duration is not specified, the MOU shall expire at the end of this Agreement.
- C. Individual Certificated Employee's Contracts:
 - 1. The District will notify the Association at least 3 days prior to issuing individual service contracts to present employees for the ensuing school year.
 - 2. An employee under contract shall be released from the obligation of the contract under the following conditions.
 - a. A letter of resignation must be submitted to the Superintendent's office.
 - b. A release from contract prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
 - c. A release from contract shall be granted after July 1, provided a satisfactory replacement can be obtained.
 - d. A release from contract may be granted upon the employee's request in case of illness or other personal matters, which make it impossible for the employee to continue in the District.
 - 3. If any individual teaching contract contains any language inconsistent with this Agreement, this Agreement shall be controlling with the exception of a conflict with state or federal law.

D. Sub-Contracting

In the event that a sub-contract affecting bargaining unit employees is to be let, the Longview School District recognizes its obligation under Chapter 41.59 RCW to offer negotiations to the Longview Education Association in a timely manner, and, if requested by the Association, to negotiate the issue.

Section 5: *Rights of Management*

The management and conduct of the functions and operations of the District, including the adoption of policies and regulations necessary for that management, and the direction and assignment of all employees are the exclusive right and responsibility of the Board of Directors except as modified by the express provisions of this Agreement.

Section 6: *Definitions*

A. The following definitions will be used in this Agreement:

1. The term **“Agreement”** shall mean this entire contract.
2. The term **“certificated employee” or “employee”** shall refer to employees working under the Agreement.
3. The term **“Co-teach”** shall mean the instructional arrangement in which a general education teacher and a special education teacher deliver core instruction along with specialized instruction, as needed, to a diverse group of students in a single physical space. Co-teaching partnerships require educators to make joint instructional decisions and share responsibility and accountability for student learning.
4. The term **“days”** shall mean teacher employment days, or after school closure for the summer shall mean weekdays, Monday through Friday, when offices are open.
5. The term **“FTE status”** shall mean Full-Time Equivalent status.
6. **Per Diem Pay** is the employee’s daily rate of pay determined by dividing the employee’s base salary by one hundred eighty (180) days and will be provided for certificated staff when their activities, in the course of their professional work, directly involve students, parents, and/or providing professional development to other staff. All other work done by staff will be paid at the lesser of per diem or the **Curriculum Rate**.
7. The term **“involuntary transfer”** shall mean a transfer from one building to another that an employee has not requested.
8. The term **“planning”** shall mean time for lesson planning, grading, professional reading, or engaging in other self-directed activities that can improve teacher performance or student learning within each school day.

9. The term **“preparations” (“Preps”)** are the number of classes or course sections an employee has to prepare and teach on any given day. Any course section that is named differently or requires its own preparation to teach will be considered a different preparation. For example teaching Geometry, Algebra II Honors, Algebra Strategic are 3 different preparations, as well French I, French II and French III are 3 different preparations.
 10. The term **“professional duties that do not require planning for instruction”** shall mean activities that require no advance teacher preparation time. This time includes, but is not limited to: student academic support, availability to pupils and patrons, curriculum development, professional development, collaborative planning, school improvement planning, and instructional research.
 11. The term **“secondary”** shall mean grades six (6) through twelve (12) unless sixth (6th) grade is included in an elementary model.
 12. The term **“stakeholder group”** shall mean any group impacted in a meaningful way by a decision, program or innovation (i.e., this may include administration, faculty and staff, students, parents, the Association and the community).
 13. The term **“transfer”** shall mean a move by an employee from one building to another.
 14. The term **“voluntary transfer”** shall mean a transfer from one building to another that an employee has requested or agrees to accept.
- B. Unless the context in which they are used clearly requires or indicates otherwise, words denoting number shall include both singular and plural, and words denoting gender shall include both feminine and masculine.

ARTICLE II – BUSINESS

Section 1: *Payroll Deductions*

- A. Authorizations of all salary deductions, except Association membership fees pursuant to Article II, Section 3, including changes and revocations thereof, must be submitted in writing and signed by the employee.
- B. Authorizations for salary deductions for Association dues must be made to the Association.
- C. Authorizations, changes, and revocations of optional salary deductions that are administered by the Association, and for which there is no contribution provided by the District, must be made to and approved by the Association.
- D. Authorizations for optional salary deductions shall be submitted to the District Payroll Department by the Association. The District Payroll Department shall process the authorizations to make them effective at the earliest payroll period, and no later than forty-five (45) days after the submission of the authorizations by the Association to the District Payroll Department. The authorizations shall be on a continuing basis, unless prohibited by law.

- E. Optional salary deductions may be made when they are to occur at several regular intervals during the duration of this Agreement.
- F. Reasonable participation will be determined for each deduction after individuals have signed the official authorization form. Payroll deductions shall be in accordance with RCW 28A.405.400 and RCW 28A.400.250. There shall be no minimum participation for savings bonds or United Way contributions.
- G. Currently deductions are authorized for tax-sheltered programs, United Way, credit unions, salary insurance, life insurance, union dues, medical insurance, YMCA, Guaranteed Education Tuition (GET), and political action programs.

Section 2: *Access to District Information and Facilities*

- A. Use of District facilities, as they have been used in the past by the Association, and including internal District mail and email, shall be allowed except in the case of work stoppage or in such cases where it can be shown that such use would interfere with the process of education.
- B. Request for information from the Association can be completed electronically or in writing. Upon receipt of a reasonable written or electronic request from the Association President, the District will furnish the Association President with written or electronic copies as quickly as reasonably possible. Receipt of the request shall be confirmed within five (5) days with an estimate of when the information will be provided.
 - 1. The following are examples of, but not limited to, reasonable information requests:
 - Final Budget (F-195)
 - Monthly County Treasurer's Report
 - Monthly General Fund Financial Statement
 - Audit Report
 - Board Meeting Agenda and Minutes
 - District Personnel Roster
 - Updated substitute list
 - Notices of certificated and classified vacancies
 - Updated class and caseload sizes
 - 2. A request for information and documents may be granted when it is information or a document which may be reasonably necessary for the Association to process any grievance within the terms of this contract, provided it does not violate an individual's right to privacy. Such information or documents will be furnished upon receipt of a reasonable written request. The Association is required to specify the desired information or document.
- C. New Teacher Orientation: In accordance with RCW 41.56.037, an LEA representative shall have at least forty-five (45) minutes to meet during the employee work day with newly hired employees.
- D. Before the start of each school year and monthly thereafter, the District shall provide the Association with the following information regarding all certificated staff in an electronic spreadsheet: name, name changes, address, position, hire date, work site, FTE, personal phone numbers, personal emails, and any other information requested by the Association and disclosable by the District.

Section 3: *Association Dues*

A. Payroll Deductions

1. On or before August 25 of each school year, the Association shall give written notice to the District the dollar amount of individual dues and assessments of the Association, including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under payroll deduction. The amounts of these deductions shall not be subject to change during the school year.
2. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning in the pay period in September. Employees who authorize their deduction after September or terminate their authorization before June shall have their authorized deductions prorated at one-twelfth (1/12) of the total amount for each month of their authorization. The District agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

A duplicate list shall be promptly provided to the Association as a receipt for said transaction.

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

4. Membership Deductions

The Association may deliver to the District an authorization which shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue from year to year unless a request of revocation is submitted to the Association, signed by the employee.

- B. The Association agrees to hold the District harmless against any and all claims, demands, suits, attorneys' fees, or other forms of liability which may arise out of or by reason of the District's implementation of this section.

ARTICLE III – PERSONNEL

Section 1: *Individual Rights*

- A. The District acknowledges the individual's full rights of citizenship and the exercise thereof in accordance with the Constitution and laws of the United States and the State of Washington.
- B. The District and the Association agree they shall not discriminate against an employee covered by this Agreement in accordance with all federal, state and local laws.

- C. The private or personal life of an individual is not within the District's concern unless a nexus can be established to the employee's job.

Section 2: *Due Process*

- A. The employee who is accused of misconduct is entitled to these basic rights:
 - 1. The right to be informed of the complaint or charges.
 - 2. The right to be informed of the accusing parties unless prohibited by statute.
 - 3. The right to present evidence in the employee's own defense.
 - 4. The right of assurance that the District will have good reason before imposing a disciplinary measure befitting the misconduct.
 - 5. The right to private and confidential handling of any investigation or disciplinary action.
- B. Prior to any questioning by a supervisor, an employee suspected of misconduct will be advised of their right to have a representative of the Association present at all stages and in all proceedings (commonly referred to as Weingarten Rights) in which the employee will be questioned, investigated, reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

When a request for such representation is made, a meeting will be scheduled at a mutually agreed time not to exceed seventy-two (72) hours from the time of notification.

- C. In an attempt to resolve problems at the lowest level, principals shall encourage, when appropriate, parties making a complaint to discuss the issue(s) surrounding their complaint with the employee(s) involved.
 - 1. Complaints shall be called to the attention of the employee as soon as possible.
 - 2. Anonymous complaints may not be used for discipline or in evaluation, unless substantiated by an investigation.
- D. Discipline will be administered progressively, starting with a verbal/written warning or direction, then progressing through a written reprimand, then suspension and finally discharge or nonrenewal. It is recognized that some offenses may be serious enough to warrant the abridgement of this progression. Suspension with pay will be invoked during an investigation if continued presence in the classroom is deemed undesirable.
 - 1. Any evidence not documented shall not be allowed as evidence in any disciplinary action against said employee.
 - 2. Any material not shown to and signed by the employee within ten (10) days after receipt or composition shall not be allowed as evidence in any disciplinary action against said employee. Should an individual refuse to sign any document, a written notice shall be attached to the

document speaking to the employee's refusal. A copy of the notice will be forwarded immediately to the Association, the individual, and the Assistant Superintendent.

- E. Just cause for all disciplinary actions shall be extended to all employees within the bargaining unit regardless of employment status or assignment. No employee shall be reprimanded, warned or disciplined without just and sufficient cause.
 - 1. The specific ground forming the basis for just disciplinary action will be made available to the employee in writing, upon request.
 - 2. The concept of "just cause" requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the seven tests of just cause, generally phrased as follows:
 - a) Notice: Did the District give the employee forewarning of the possible consequences of the employee's conduct?
 - b) Reasonable Rule or Order: Is the District's rule, or the supervisor's order reasonable for the orderly, efficient or safe operation of the District?
 - c) Investigation: Prior to discipline, did the District make an effort to determine if the employee violated or disobeyed the rule or order?
 - d) Fair Investigation: Was the investigation conducted fairly and objectively?
 - e) Proof: Did the person making the decision about the employee's conduct obtain sufficient evidence to substantiate the decision?
 - f) Equal Treatment: Has the District applied its rules and penalties even-handedly?
 - g) Penalty: Was the discipline reasonably related to the seriousness of the offense and the employee's past record?
- F. This Agreement shall in no way abridge or negate the rights or responsibility of employees as prescribed by law.

Section 3: *Personnel Files*

- A. Employees shall, upon request, have the right to inspect all contents, electronic or otherwise, of their permanent District personnel file, which shall be kept within the District Human Resources office, as well as employment references leaving the District, unless the employee has requested a confidential reference file. In such cases, these confidential reports shall not be shown to the employee. Upon request, a copy of any documents contained therein, except as restricted above, shall be afforded the employee at the employee's expense. No secret, duplicate, alternate, or other personnel file, shall be kept in the District.
- B. Should an individual refuse to sign any document being placed in the employee's personnel file, a written notice shall be attached to the document speaking to the employee's refusal, with such notice being immediately forwarded to the Association, the individual, and the Assistant Superintendent.

- C. No evaluation, correspondence, or other material making reference to an employee's, or former employee's, competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and the right to attach his/her own written comments.
- D. Upon request by the employee, the Assistant Superintendent and employee shall initial all sheets, documents, evaluations, etc., and, if desired, inventory to verify contents of the personnel file at the time of inspection by said employee.
- E. Supervisor's File

Nothing in this Agreement is to be construed to restrict the supervisor of an employee from keeping anecdotal records and supportive data for the process of annual evaluation.

1. In such cases where supportive data shall be used in disciplinary action, the individual shall be notified within ten (10) days of receipt or composition of said data.
 2. Anecdotal records, correspondence, or any other material that may reflect negatively on an employee, shall be purged from a supervisor's file (electronic or otherwise) within one (1) year of being placed in the file.
- F. Written warnings and reprimands for other than serious offenses shall be removed from an employee's personnel file one (1) year after their inclusion therein, provided satisfactory evaluation and job performance have been maintained for the subsequent year. Written warnings and reprimands for serious offenses shall be removed from an employee's personnel file three (3) years after their inclusion therein, provided satisfactory evaluations and job performance have been maintained three (3) consecutive years and there have been no subsequent serious offenses committed. Serious offenses include acts such as malicious damage or destruction of District property, insubordination, indecent conduct, theft, assault, falsification of records, and repeated or escalated actions that have resulted in prior warnings.
 - G. A separate file for processed grievances shall be kept apart from the employee's personnel file.

Section 4: *Employee Protection*

- A. Any assault on an employee or student by a person or persons on District property or at a District event who is not part of school activities shall be reported to law enforcement. Assaults on staff that result in injury by students age twelve years or older shall be reported to law enforcement. Assaults resulting in injury by students between ages eight and twelve shall be reported to law enforcement if the principal believes the student has sufficient capacity to understand the act and to know that it was wrong.
- B. Upon determination by an employer/employee approved physician that an employee has been disabled and is unable to perform his/her duties because of personal assault arising out of the performance of his/her assigned duties, the District will grant the disabled employee leave of absence with contract pay for the period of disability, but not to exceed one hundred twenty (120) contract days. At the end of

this period, accumulated temporary disability leave may be used. In determining contract pay, the amounts the employee receives from workers' compensation (industrial insurance) and/or teachers' disability benefits of the retirement program will be deducted from the employee's wages.

- C. Employees shall be reimbursed for the loss of personal equipment used by the employee in the instructional process, provided such loss arises from fire, water damage, malicious damage by students, or theft by forcible entry. Such equipment shall be registered annually with, and its use authorized by, the employee's immediate supervisor before its use in the instructional process. The dollar value of the personal instructional equipment or materials shall be determined at the time it is being registered. Reimbursements are subject to the following conditions:
1. There must be filed with the District Business office within twenty (20) days after damage or loss a notice of loss and a claim for reimbursement approved by the employee's immediate supervisor.
 2. Payment of claims will be subject to a maximum reimbursement of \$500 and a deductible of \$25 per claim.
 3. The maximum payments for all claims for all employees during the school year will be five thousand \$5,000 dollars. Claims will be held for payment until ten (10) days after the last day of school. Claims received after that date will be held for the ensuing school year. If the total payments will exceed the five thousand \$5,000 dollars maximum, each payment will be proportioned so the maximum will not be exceeded. Payment will be made as soon as possible, but not later than August 1.
 4. In order for payment to be made, there must be proof submitted that the employee has no insurance or that his/her other insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance possibilities before being eligible for reimbursement under this provision.
 5. No claim will be approved when damage or loss involves negligence on the part of the employee.
- D. The District and the Association agree that academic freedom is essential to the fulfillment of the purpose of the District and acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their performance of their professional duties.

The District and the administration will defend any employee against claims, including lawsuits, arising from the performance by such employee of teaching duties that are consistent with their professional responsibilities and in compliance with the guidelines and principles set forth in the District's Instructional Materials Policy.

E. Procedures to Ensure Employee Protection

1. Introduction

The employee protection provisions in this Agreement reflect District support of its employees in the event they are threatened, injured, or legal action is brought against them in the performance of

their assigned duties. Guidelines and coverage provided through District insurance policies will be publicized to employees in writing and will describe the extent of the District's financial support.

2. Applicability

The protection applies to employee's actions during the regular school day and during his/her responsibilities in school related activities.

3. Procedures

Employees who are threatened, injured, have had legal action brought against them, or have reason to believe that legal action will be brought against them relating to their assignment shall notify as soon as possible his/her building administrator if, he/she is not available, a District administrator. Likewise, if the District knows of any threat, possible injury, or legal action to be brought against an employee or has reason to believe that legal action will be brought against an employee related to the employee's assignment, the District will notify the employee as soon as possible. Steps shall be taken in cooperation with the employee and law enforcement officials to provide reasonable safety and protection.

4. References

District insurance coverage shall be in accordance with RCW 28A.400.370 – Mandatory Insurance Protection for Employees, RCW 28A.320.100 – Defense, Costs, Fees, and RCW 28A.320.060 – Insurance to Protect and Hold Personally Harmless.

- F. Employees will not be required to search a student, a student's possessions, or a student's locker. However, this does not preclude teachers from conducting the normal, routine locker checks at the end of school terms.

G. Weapons and Dangerous Devices

The District and the Association are committed to working together to create safe and orderly teaching and learning environments. It is unlawful for anyone without specific legal authority to knowingly carry onto public school premises any firearm or dangerous weapon.

Enforcement of state statute and local discipline policies will be followed in order to provide safe and orderly teaching and learning environments. The principal will immediately and thoroughly evaluate reports and rumors regarding weapons, explosives, and firecrackers in determining when to contact law enforcement and take prompt action to protect employees and students and their property.

Section 5: *Professional Development and Training*

- A. Professional development activities should be relevant to the employee's responsibilities, building goals, strategic plans, and state and federal initiatives. When the subject of a required professional development activity is not relevant as determined by the employee, the employee may request to attend an alternate activity as follows:

1. For District-level required professional development, notify the principal and submit a request for approval of an alternate professional development activity to the Professional Development Committee Chairperson at least one (1) week prior to the required professional development activity. The request will be granted or denied by the Professional Development Subcommittee made up of an even number of employees and administrators. The subcommittee's decision is final.
 2. For building-level required professional development planned by the site-based leadership team, submit a request for approval of an alternate professional development activity to the site-based leadership team at least one (1) week prior to the required professional development activity. The request will be granted or denied by the site-based leadership team. The site-based leadership team's decision is final.
 3. For building-level required professional development planned by the principal, submit a request for approval of an alternate professional development activity to the principal at least one (1) week prior to the required professional development activity. The request will be granted or denied by the principal. The principal's decision is final.
- B. Professional development activities shall be made available at no cost. Where feasible and possible, professional development course shall be designed and offered for college credit, with tuition cost being subject to the tuition reimbursement section of this Agreement.
- C. Required professional development days beyond the basic contracted work year and Professional Enrichment Time will be paid according to salary terms agreed to by both parties.
- D. State in-service days will not be used as contract days except as make-up days for emergency school closure. In circumstances other than emergency school closures, state in-service days may be used as contract days, if mutually agreed to by the parties.
- E. Employees are responsible for completing What Every Employee Should Know (WEESK) annual training by the District's deadline. Sufficient time will be scheduled from contractual Professional Enrichment Time or staff meeting time, pursuant to contractual requirements for the scheduling of such time.

Section 6: *Student Discipline*

- A. The District and employees will require acceptable behavior on the part of all students who attend school in the District. Such discipline will be consistent with the law and the provisions of this agreement.
- B. Employees will maintain good order and discipline at their work station and will cooperate in the maintenance of good order and discipline on school property. In accordance with RCW 28A.400.110, all staff shall work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.

- C. The District will support employees in their efforts to maintain discipline and will support the authority of using prudent disciplinary measures by employees. In exercising his/her authority to control and maintain discipline, said employee will use reasonable and professional judgment concerning matters not provided for in law, in District rules, regulations, or policies, or in the provisions of this Agreement. To support employees in maintaining discipline, the District will inform employees of any student with known, documented behavior problems prior to the first day of attendance. It is highly recommended that teachers review the cumulative files for their students to help in identifying any documented behavior problems.
- D. The District will provide a copy of current disciplinary rules, which must include a detailed description of rights, responsibilities, and authority of teachers relative to students.
- E. During the first week of school, the District will make available to each student and parent, rules regarding pupil conduct, discipline, and rights. The District will provide means for student awareness and understanding of District and building policies regarding student discipline.
- F. In accordance with RCW 28A.600.020(2), any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.

Referral forms at each school building shall provide a box to check or other means to indicate the teacher's desire to exclude a student under the rights in the paragraph above until the principal or his or her designee and the teacher have conferred. Such forms shall identify, except in emergency situations, the one or more alternative forms of corrective action attempted. To confer, a principal or designee must offer the employee the choice to either meet in person or electronically, and provide the employee an opportunity to ask questions and respond.

- G. The District will provide orientation through the building principals for all certificated employees concerning all rights, responsibilities, and processes affecting the maintenance of discipline. As part of such review, the specifics of the building disciplinary standards, procedures, rights, responsibilities and processes affecting the maintenance of discipline will be covered. Such orientation will be held during a contracted day before September 30. The District will provide a copy of the student discipline policy and/or procedures for each employee.
- H. The rules adopted pursuant to RCW 28A.600.010 shall be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.

Section 7: *Work Area Conditions*

- A. No employee shall be required to remain in any building or area that has been declared unsafe by the District or a public safety agency or to perform tasks which endanger their health, safety and well-being.
- B. Each employee shall be provided with a desk, chair, adequate filing facility and lockable storage in good condition.
- C. The District will provide a private area with a telephone for use in conferencing with parents.
- D. To the extent possible by building design and available District resources, employees shall be provided a distraction free work area with adequate space, heating, ventilation, and lighting in which to teach and plan.
- E. Emergency Response Plan

Each site shall develop a functional emergency response plan aligned with the District's All Hazards Plan.

- F. The District will provide each building a designated allocation to provide materials and equipment of good quality on an ongoing basis to be used by employees in the performance of their duties.
- G. The District will make available all core material, alternative core material, and intervention material that has been delivered by the publisher to buildings for employee and student use at least one week before the start of school.
- H. The District will ensure that each worksite has adequate cleaning supplies, including disinfecting wipes and hand sanitizer, subject to market availability. Should these products not be available, the District will identify an appropriate substitution. Employees will not be required to clean or sanitize classrooms or workspaces, including technology; however, those supplies will be available for their use. Employees should not purchase cleaning supplies and should contact the custodian or building administrator for cleaning needs.
- I. Educational Support Associates (ESA) will have adequate work and storage space necessary for the type of work ESA specialists provide in each building. When the need arises building principals and the ESA manager or designee will meet and endeavor to provide a consistent space and work environment at each building location the ESA specialist is assigned.

Section 8: *Considerations for New Students and Family Support*

- A. To support employees, the District will inform and confer with employees on an entry plan for any student registered for school with known or documented behavior problems prior to that student's first day of attendance.
- B. The District will encourage parents to have students start the day after they are registered so that teachers will have advanced notice to effectively greet new students.

- C. Visitors seeking an audience with an employee will register at the school's office upon arrival at the school, and wait to meet with the said employee until the employee is summoned and comes to greet the visitor in the office.
- D. Parents and others wishing to observe a classroom or other educational setting shall request an opportunity to visit from the principal, who shall consult with the employee regarding whether or not a visit at the requested time would be a disruption to the educational process or, in the alternative, when a visit can appropriately be scheduled.

Section 9: *Teacher Changing Assignments*

- A. The District will, in making assignments, consider the recent transfers, reassignments, qualifications and interests of its employees.
- B. The Assistant Superintendent of Human Resources will survey employees as to their plans regarding returning to the District for the following year. This usually will be done by March 15.
- C. When vacancies have been determined by the District, postings will be sent to all employees via e-mail as soon as possible of vacancy determination and at least five (5) days prior to being posted for external applicants.
- D. Employees wishing to apply for any of the posted vacancies should discuss their plans with the present building administrator and then complete any requirements in the electronic application system.
- E. Qualified in-District applicants who apply for vacancies posted before June 30 will be given first consideration and interviewed for job openings prior to consideration and interviewing of external applicants, if their applications is made prior to the position being posted for external applicants. Qualification standards applied to in-District applicants shall be the same as those applied to external applicants. In-District applicants who are unsuccessful in applying for job openings shall be notified prior to the position opening externally.
- F. Vacancies which occur during the school year will be discussed with the appropriate building and district administrators to determine if the position can be filled by a current employee without disrupting the existing instructional program.
- G. A teacher requested or directed to change rooms in the same school or to a different campus shall receive up to fourteen (14) hours of paid moving time, such time to be paid at the curriculum rate. A teacher voluntarily changing rooms shall receive up to seven (7) hours of paid moving time, such time to be paid at the curriculum rate.
- H. Teachers changing assignments by a grade level change and/or subject matter change shall receive up to a total of six (6) hours of paid time, such hours to be paid at the curriculum rate. Three (3) of the six (6) hours may be with a mentor.

- I. If a mentor is utilized by a teacher changing assignments, that mentor will be allowed up to three (3) hours of paid time per teacher mentored, such hours to be paid at their per diem rate.

Section 10: *Involuntary Transfers and Reassignment*

Employees may be transferred involuntarily due to reasons which may include, but not be limited to, changing enrollment in a building or program, changes in school boundaries, closure of schools, changes in staffing ratios, or the reduction or addition of a special program.

A. Within Building

1. As soon as practicable, those employees under consideration for involuntary reassignment will be called to a meeting with the affected building's principal or designee to discuss the reasons for the proposed reassignment (change of job, change of room).
2. An employee being reassigned will be given written notification of the reassignment and the reason for such.
3. In the event that an employee objects to the reassignment, the employee may have an additional meeting with a District Human Resources Officer, at which time he/she may be accompanied by a representative of the LEA.
4. Teachers who have been involuntarily moved to a different grade level or building will not be required to do so for at least 2 years from the last transfer of grade or building.

B. Between Buildings

1. The Association will be made aware of tentative enrollment and staffing projections prior to implementing staffing changes based on those projections.
2. As the need for teachers/certificated specialists in departments or grade levels changes, certain teachers/certificated specialists will need to be transferred from one building to another. No teacher or specialist shall be involuntarily transferred from one building to another if there is a volunteer available from the department, grade level or specialty of the affected building (building that loses teacher/certificated specialists) who meets the qualifications and criteria.
3. Persons who volunteer to move when an involuntary transfer is required shall receive assistance and compensation in the same manner as a teacher/specialist who is involuntarily changing rooms in the same school or to a different campus as outlined in section 10.F.
4. If there are no volunteers, then those teachers/specialists to be retained at the affected building will be chosen by the following ordered criteria:
 - a. Area of certification
 - b. Number of years of certificated experience in Longview School District
 - c. Assessment of educational preparation as documented by educational credits on file in the Office of Human Resources beyond the BA

- d. At an affected **secondary** building: At an affected **elementary** building:

The most recent five (5) years of Longview School District secondary building experience at the affected building in those courses which are scheduled to be taught in the forthcoming school year.

The most recent five (5) years of Longview School District elementary building experience at the affected building in the grade level or specialty which is scheduled to be taught in The forthcoming school year.

- e. In the event the application of the above listed ordered criteria results in a tie between individuals, those individuals to be retained at the affected building will be determined by a drawing of name(s) to be conducted in the presence of the Association and the District.

5. As soon as is practicable, those employees under consideration for involuntary transfer will be called to a meeting with the affected building's principal or designee to discuss the reasons for the proposed transfers.
6. The employee who is to be transferred will be given written notice by the Human Resources Officer confirming the transfer and the effective date.
7. If the involuntarily transferred employee objects to the transfer, and can demonstrate that the criteria has not been fairly applied, he/she may request an additional meeting with a District Human Resources officer, at which time he/she may be accompanied by a representative of the LEA.
8. Those employees selected for transfer to a teaching assignment outside the area of their preparation shall be offered the opportunity for retraining. The District will pay full tuition for such retraining.

C. Transfer Due to Performance or Staff Relations

1. Employees may be involuntarily transferred due to reasons of performance or staff relations. Prior to any transfers of an individual under the provisions of this paragraph, the District and the Association will meet and discuss the circumstances and necessity for the proposed transfer.
2. If the performance of an employee or staff relations of an employee is the cause of a transfer, the employee shall have been notified of those concerns by his/her immediate supervisor and shall have been provided by a reasonable opportunity to remediate the problem, unless the concerns arose at such time and/or were of such magnitude as to make remediation impractical.

D. Transfer Outside Preparation

1. An employee shall not be transferred to a position for which his/her preparation and experience cannot qualify him/her; provided, however, that when no other alternative to such placement can reasonably be carried out, the District shall provide opportunity for retraining or orientation to new duties whenever the circumstances indicate such retraining or orientation is clearly in the best interests of the employee and the District.

2. An employee shall receive written notice as soon as practicable that he/she is under consideration for involuntary transfer; such notice shall include the reason for the proposed transfer. This notice will be provided by the employee's immediate supervisor or the Human Resources office.
 3. The employee will be given written notice by the Human Resources office confirming the transfer and the effective date.
 4. In the event that an employee objects to the transfer, the employee may have an additional meeting with a District Human Resources officer, at which time he/she may be accompanied by a representative of the LEA.
- E. Employees involuntarily transferred after the school year has begun shall be provided a reasonable amount of release time to prepare for their new assignment.
- F. Teachers currently under contract with the District who are being involuntarily transferred will receive moving assistance as follows:
1. Assistance may be requested with the actual physical move; boxes, physical labor to move boxes and materials, etc.
 2. Teachers changing rooms in the same school or to a different campus shall receive up to fourteen (14) hours of paid moving time, such time to be paid at the curriculum rate.
- G. Closure, Merger or Reconfiguration of School Buildings
1. Upon announcement of a closure or merger of school buildings, or reconfiguration of grade levels assigned to a building, a joint committee will be appointed to determine the resulting transfer and assignment process for employees displaced from their current building (assuming there is more than one (1) school to which employees may be transferred). The Association and District will each appoint four (4) members to the committee.
 2. The committee shall:
 - a. make clear, consistent and timely communication to all affected staff throughout the staffing process;
 - b. make and announce staffing process decisions in a timely manner that allows staff to make informed decisions and prepare for new assignments;
 - c. if there is more than one (1) remaining school at the level of the school being closed, develop a staffing process that uses the following ordered priorities;
 - i. the needs of students at the remaining schools (determining the program and open positions);
 - ii. the placement of displaced employees prior to opening positions to other employees in the district;
 - iii. the certifications and training of employees to meet any available positions;
 - iv. the interests of employees (asking for volunteers); and
 - v. the use of seniority as a primary tie-breaker.

3. Upon announcement of a closure or merger of school buildings, or reconfiguration of grade levels, the District shall create a process to include stakeholders in forming a new school community. A part of forming a new school community is making internal building assignments in a manner that treats all staff equitably, regardless of which building such staff members taught in during the previous year.
4. When possible, the District will use a process that includes staff input in the selection of administrators for merged or remaining schools.

Section 11: *Emergency School Closure and Delayed Opening*

- A. In the event, it becomes necessary to either close the school(s) or delay their opening because of inclement weather, volcanic disruption, or other acts of God, the District shall notify employees as soon as reasonably possible via an application, which alerts the media, and the District web site.
- B. In the event, the District administration decides to delay the opening of school(s), employees shall report at least thirty (30) minutes before students are scheduled to report. In the event of an early dismissal, employees may leave as soon as the principal has determined that all students have left the premises.
- C. Remote learning will not be implemented without at least five (5) working days' advance notice, and bargaining the impact with LEA.
- D. When days must be made up, scheduling of make-up days shall be accomplished with input from LEA.
- E. Employees reporting to work on a day when school closures or late starts are announced on an application after 5:45 a.m. shall be paid and available to work for a minimum of two (2) hours at their hourly per diem rate.
- F. Employees who are asked by an administrator to stay beyond the two (2) hours, stated in paragraph E, to supervise students shall be paid at their per diem rate for the actual time spent. Minimum payment for supervision shall be for no less than one (1) hour.

Section 12: *Support for Lactation/Expression of Milk:*

The District shall provide reasonable break time and a specific location for employees to nurse or express breast milk as required by state and federal law. The District shall work with the employee to identify a convenient location and work schedule to accommodate this need.

Section 13: *Staff Meetings*

Each site-based group shall set the guidelines for staff meetings held during the year, including the scope of and balance of meetings (business items, professional learning, school improvement planning, etc.). Each building will develop this plan by October 1. Meetings shall be one (1) one (1)-hour meeting per month, adjacent to the beginning or end of the workday. The principal or site council may call for a review of the guidelines during the school year as circumstances change. In emergency situations, the building principal may call a meeting unilaterally. Such a meeting shall be as short as possible and be limited to subjects that require attention for compelling reasons. If a building staff meeting is scheduled discontinuous to a part-time employee's schedule and it is necessary for the part-time employee to attend, that staff member shall be compensated by prior arrangement and agreement with the employee's immediate supervisor. Full-time

staff for whom the staff meeting is discontinuous to their regular workday shall be released from the staff meeting or paid one (1) hour at the curriculum rate.

Section 14: *Parent/Teacher Conference*

- A. Two and one-half (2 ½) consecutive days of release time will be provided for elementary teachers in the fall. The first half (1/2) day may be used for teacher preparations or conferences. Two (2) half days on consecutive days in the spring will be provided for elementary teachers which will allow for conferences with families of struggling students. Teachers whose conference schedule exceeds the regular workday or who are required to confer with more than twelve (12) families will be compensated at per diem rate for the additional time beyond the regular workday. A conference schedule that exceeds twelve (12) conferences or exceeds the regular workday requires advance review by the building principal. Teachers who do not have conferencing obligations that require the full six (6) hours may utilize the time for additional conferencing or planning time.

Secondary teachers will be provided two (2) days of early release in the fall and spring for a total of six (6) hours for conferencing.

- B. When a parent/teacher/administrator conference is not initiated by a teacher or support personnel, the employee will be notified of the concerns, and the conference will be scheduled no earlier than the next day, unless the employee consents to an earlier meeting.
- C. Building plans may include flexible workday scheduling to accommodate the annual District parent conferences beyond the work day.

Section 15: *Workday*

- A. The length of the normal on-site workday shall be seven and one-half (7 ½) hours including a thirty (30) minute duty-free lunch period. Employees will be expected to be fully prepared for their daily professional responsibilities even though planning may extend beyond the normal on-site work day. The District may require employees to perform extra duties related to their professional and job responsibilities which are not covered by the activity salary schedule, which on occasion may extend or add to the on-site workday. Refer to Article V, Section 18, (E) Enrichment: Time, Responsibility and Incentive, for further guidance.
- B. All employees shall have scheduled, during the period of time from 10:45 am to 1:00 pm, a duty-free lunch period of not less than thirty (30) continuous and uninterrupted minutes exclusive of passing time, per instructional contracted day. Itinerant employees will not be required to use their lunch time for travel time.

C. Planning time will be guaranteed for classroom employees as follows:

1. One (1) period of planning time for each instructional contracted day at the secondary level.
2. The District shall make a good faith effort to provide forty (40) uninterrupted minutes per student contact day thus a weekly minimum of 200 minutes of planning time at the elementary level. This shall be calculated using the five (5) largest blocks of thirty (30) minutes or more in a five (5) day period. The uninterrupted minutes shall not include the supervision of students to and from their specialist class.
3. In the event of lost planning:
 - a. At the elementary level, when a classroom teacher is allowed less than a weekly 200-minutes as calculated above, they will be compensated at the individual's per diem rate for loss of time less than the 200-minutes minimum.
 - b. At the secondary level, when a classroom teacher is not allowed one period of planning time for each instructional contracted day, the employee will be compensated for the lost time at the individual's per diem rate.
4. Compensation will not be given for missed planning time when related to trainings, field trips, occasional assemblies, late starts, early releases, conference week, holiday early releases, or uncontrollable school interruptions such as weather delays or emergencies. An elementary employee who loses a double period of planning due to training will be compensated under paragraph 3 above or given equivalent release time for one-half of the double planning period lost.

D. Normally, employees shall be at their schools and available to pupils and patrons at least thirty (30) minutes before the opening of school in the morning and at least thirty (30) minutes after the closing of school in the afternoon. Such time is not to be considered as student contact time or scheduled planning time but may include up to 15 infrequent events such as, but not limited to; beginning of the year student assistance and welcoming (each day counts as an event), emergency supervision, meetings with the administration (no more than 20 minutes long and not attached to staff meetings), and emergency meetings. This time is to be included in the total workday. All teachers shall not be expected to transition students to the classroom more than five (5) minutes before the start of the school day.

E. Due to the unique nature of some certificated jobs, the employees in these positions may not utilize some of the workday concepts in the Collective Bargaining Agreement. These employees do their own scheduling and allocate their own time in meeting the requirements of their job description and they may not be able to work a day as defined by the CBA.

For example, on some days they may start at 7:30 am at a secondary building and finish at 4:30 pm; in order to equalize expectation as covered under the CBA, it is recognized they may take longer lunch hours or leave earlier. Such changes to the workday schedule shall be shared in advance with the employee's building administrator.

- F. Employees with assignments in two or more buildings will be given sufficient paid travel time, as well as compensated at per diem for lost planning time, and/or extended workday hours. Additional FTE may be allocated in lieu of per diem pay for additional minutes or hours. The Association may ask the District administrator to review the schedule and compensation for any specific employee.
1. All teachers assigned to teach at more than one school shall have one school designated as a home school. The home school will be the school at which the employee is evaluated. Work hours of employees assigned in two or more buildings will follow the start and end time of their home school. The intent of this is to keep an employee's workday on a contiguous schedule. An employee may choose to waive the right to a contiguous schedule with a Memorandum of Understanding.
 2. The workday for Speech Language Pathologists, Psychologists, Occupational Therapists/Physical Therapists, Nurses, Librarians, and Consultants shall start at their first teaching station (in some instances this may be the District Office).
- G. After the end of a grading period teachers shall have report card grades and comments completed and posted within three (3) working days.

Section 16: *Administering Medical Support*

No employee, except the school nurse, shall be required by the District to dispense or administer medication or perform any other routine medical function. Should any employee agree voluntarily to provide such medication or medical function, the District agrees to provide and document all associated training at the District's expense, and to hold harmless such employee from all liability that might result therefrom, provided, however, intentional harm is excluded from such protection.

Section 17: *Class Sizes and Teacher Workload*

- A. Class sizes shall be measured on the first school day of each month October through May (eight total count dates).
- B. Class size equity between similar classes within buildings shall be a priority for each site.
- C. At the Elementary level, the District will make a good faith effort to balance the number of students who need learning support between grade level classes.
- D. Teachers with classes that exceed the sizes or ratios below shall be eligible for overload relief:

General Education

Transitional Kindergarten	16
Kindergarten	19
Grade 1	20
Grades 2-3	24

Grade 4-5	26
K-5 Specialist	34 sections per 1.0 FTE (in the event a specialist is needed to go to 36 sections, the specialist cannot refuse, but will be paid overload)
Grade 6-8 (including PE/Health)	28 per class (if teaching six of seven periods per day) or 31 per class (if teaching five of six periods per day) or 156 daily limit
Grade 9-12	28 per class (if teaching six of seven periods per day) or 31 per class (if teaching five of six periods per day) or 156 daily limit
Grades 9-12 PE	34 per class (if teaching six of seven periods per day) or 37 per class (if teaching five of six periods per day) or 170 daily limit
9-12 Wood/Const.	25
Secondary Music	Total 200 daily

Special Education

Special Education Teachers with classes or case load that exceed the sizes or ratios below shall be eligible for overload relief:

Case Management	26 IEPs
Pervasive Support	13 students per certificated employee
Extensive Support	13 students per certificated employee
Elementary Resource*	10 students per certificated employee
Early Childhood	12 students per certificated employee
Secondary Resource	18 students per certificated employee
Behavior Support Service	12 students per certificated employee

*For elementary resource assignments at all levels the class-size trigger shall be increased by two (2) students for every one (1) classified employee present in the room.

Educational Staff Associate

Educational Staff Associate (ESAs) with caseload or work duties that exceed the sizes or ratios below shall be eligible for overload relief:

PreK (Broadway) SLP	50 IEPs
<u>K-12</u> SLP	55 IEPs
OT/PT	55 IEPs

ESAs shall use their professional judgment in providing consultations.

Elementary & Discovery Counseling	1.0 FTE per building
Grade 6-8 Counseling	2.0 FTE per building
Grade 9-12 Counseling	3.0 FTE per building
School Nurse	Two (2) FTE for District Services

- E. In the event of a sixth grade music overload, human resources, district music coordinator, building principal and employee will develop a mutually agreeable plan for support of instruction in the classroom.

The maximum size shall not apply in situations where planned variations in organization, curriculum and instruction (e.g., team teaching, differentiated staffing, regrouping).

- F. Each secondary building site shall make it a priority to minimize the amount of preparations for each employee to three (3) or less for each semester. If an employee is asked to prepare for more than (4) four sections, they will be compensated at the rate of \$500 (five hundred dollars) for each preparation over four (4) per semester.
- G. For elementary music, PE and library, the teacher shall be paid eight dollars (\$8) per student per section per month over class size of the grade level. If an elementary specialist is scheduled for three (3) back-to-back sessions, the principal and employee will agree on a plan to provide a five (5) minute break during the back-to-back sessions.
- H. Each elementary library will be supported with three (3) hours per day of paraeducator assistance. The time shall not be less than sixty (60) minute blocks, and if possible, it shall be a single three (3) hour block of time.
- I. Class size for split classes will not exceed the class size of the lowest grade level in the split.

- J. Co-teach means general education and special education teachers involved in co-teaching partnerships that require educators to make joint instructional decisions and share responsibility and accountability for student learning. Students in co-teach classrooms shall be rostered to each employee, general education students to the general education teacher and special education students to the special education teacher. Co-teach class size for each teacher will not exceed the contractual class size maximum.
- K. Class sizes shall be measured on the first school day of each month October through May (eight total count dates).
- L. An elementary general education teacher with an overload on a count date shall be entitled to a one hundred seventy-five dollar (\$175) stipend per student over the class size.
- M. A secondary school teacher with an overload on a count date shall be entitled to a one-hundred twenty-eight dollar (\$128) stipend per student over the class size.
- N. A Special Education Teacher or Educational Staff Associate with an overload on a count date shall be entitled to a one-hundred twenty-eight dollar (\$128) stipend per student over the class size.
- O. For classes or classrooms with unusual safety concerns or physical limitations (e.g., classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or special work stations of a highly individualized nature), the maximum number of students assigned to the class may be capped lower than the numbers in Paragraph A above, as determined by the building administrator after consultation with and receiving the advice of the teacher providing the instruction in the classroom.
- P. In the event of a loss of revenue from either a double Educational Programs levy failure or reduction in state funds, the use of class overload relief options may be suspended.
- Q. The District will target SLPA support to the SLPs assigned to the Broadway Preschool Program by providing an SLPA to each eligible SLP.
- R. An Advisory or Focus class shall not count in the class size counts above as long as they meet up to twice per month and for no more than seventy (70) minutes per month. There is no independent lesson planning. Grading expectations are minimal and must be able to be completed within the Advisory class time.
- S. Secondary Counselors:
 - 1. Counselors with an overload on a count date shall be entitled to a one hundred twenty-eight dollar (\$128) stipend for every forty (40) students over 300 students. For example, a counselor would get one (1) overload stipend when the number of students is three hundred forty (340), and etc.
 - 2. The counselor stipend in Appendix 1 will be recognized as compensation provided for work done days after the end of the school year and days prior to the start of the school year.

T. Psychologist:

1. The District will make it a priority to limit the assignment of psychologist to two (2) buildings or fewer, if a psychologist is assigned to three (3) or more buildings, they are in overload (each extra building is at the rate of one hundred twenty-eight dollars (\$128) per month as a stipend).
2. For evaluations/re-evaluations over fifty (50) per year, school psychologists will be paid using the certificated extra pay form at their per diem rate as follows:

Level 1: Review and record a re-evaluation including data obtained from teachers at 5 hours.

Level 2: A standard re-evaluation with full battery IQ only at 8 hours.

Level 3: A comprehensive re-evaluation or initial including full battery IQ and achievement testing where psychologist completes both at 12 hours.

Section 18: *Playground Duty*

- A. Elementary teachers and support personnel will not be assigned playground/recess duty on any permanent, regular or ongoing basis.
- B. Each Building shall have a written procedure in place for indoor recess when weather requires. This plan shall address teacher planning time if needed.

Section 19: *Site-Based Council*

A. Purpose

An inclusive site-based leadership process for developing and implementing site-action plans for the delivery of educational services to the students of the District shall be maintained at each building. The purpose of this process is to qualitatively involve employees and other stakeholders in the development of innovative changes, to implement the Strategic Plan, other required plans (for instance Title I plans) and to solve site-based problems. The Association and District shall provide resources to buildings who request support for improving their site-council or site-council practices, including the development of action plans. Site councils may be integrated with other programmatic committees when the work is mutually relevant and inclusive.

Each site-based council shall set the guidelines for staff meetings and other required scheduled events held during the year. Each building will develop this plan by October 1. The principal or site council may call for a review of the guidelines during the school year as circumstances change. In extraordinary situations, the building principal may call a meeting unilaterally. Such a meeting shall be as short as possible and be limited to subjects that require attention for compelling reasons.

It is the responsibility of the site-based council to initiate a process of effective communications and decision-making with the various stakeholder groups related to the development and implementation of site-action plans and other innovative site changes and activities.

B. Council Bylaws

Each site shall maintain and update their bylaws annually. Each building council will forward any amended bylaws to the Association and District after the amendments are adopted pursuant to the process in the bylaws. The council will consist of a minimum of the building principal, staff designated representatives, and parent representatives. Student representation is encouraged at the secondary level.

C. Building-Based Plans

Each site council shall develop, adopt, implement and update site-action plans which will include, but not be limited to, site-level applications of the strategic plan, safety plans, site-based professional development, Title I, and school improvement plans.

Section 20: *Professional Learning Communities*

- A. Students shall be released sixty (60) minutes early each Wednesday (except for the first day of school, the Wednesday before Thanksgiving and fall conference week) to allow members to participate in professional learning communities (PLCs). Other exceptions to the Wednesday early release may be agreed upon by the District and Association. The purpose of PLCs is to collaborate for improved teaching proficiency aimed at increasing student achievement. PLCs monitor data, analyze strengths and obstacles, establish goals, select instructional strategies and determine result indicators for individual students.

The four guiding questions that focus this work:

1. What do we expect our students to learn?
 2. How will we know they are learning?
 3. How will we respond when they don't learn?
 4. How will we respond if they already know it?
- B. Accountability is provided by the natural artifacts of these professional conversations and Criterion 8 of the classroom teacher performance evaluation model.

Section 21: *Mentors*

- A. Consistent with employees changing assignments in Article III, Section 9, Paragraph I, employees, or employees new to the District shall be paid three (3) hours at the curriculum rate and mentor teachers shall be paid three (3) hours per person mentored at their per diem rate for orientation to the building, the curriculum and building procedures.
- B. When authorized by the building administrator, a mentor of an employee new to the profession may submit for pay up to three (3) hours a month at their per diem rate for direct assistance he/she is providing for the mentee outside of contract hours or for loss of planning time for which he or she is not already being compensated.

- C. When authorized by the building administrator, a mentor of a new employee certificated through an alternative route or with a limited teaching certification may submit for pay up to two (2) hours a week at their per diem rate for mentoring outside contract hours. This is in exclusion of any pay for District or Building sponsored trainings.

ARTICLE IV – SPECIAL EDUCATION

Section 1: *Special Education Handbook*

Each employee will be provided access to the handbook that provides policies, procedures and expectations for employees specific to their role (e.g., general education, special education, or psychologist, etc.). The Association shall be notified of any proposed changes to the handbook and shall have the opportunity to bargain changes that impact the terms and conditions of employment of employees. Before changes are implemented, all affected employees will be notified at least two (2) weeks prior to the changes taking effect.

Section 2: *Special Education Placement Process*

The District is committed to using the Response to Intervention (RtI) process to intervene with students prior to referral for special education and to appropriately place all students who are deemed eligible. When in the judgment of an employee a student is not being successful in his/her current placement, it is the responsibility of that employee to seek help through the student assistance process set up in the school. The referral and placement process is defined in the Special Education Handbook.

Section 3: *Least Restrictive Environment*

- A. The District and the Association agree that the purpose of inclusion of special education students in the regular classrooms is to provide the most appropriate services for all students in the Longview School District within the least restrictive environment. Least restrictive environment means “To the maximum extent appropriate, children with disabilities are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.” 20 U.S.C. § 1412(a)(5)(A).
- B. Evaluation/IEP teams will recommend placement into the least restrictive environment through consideration of the four (4) following factors in making placement decisions:
 - 1. What is the educational benefit of a general education classroom to the child;
 - 2. What is the non-academic benefits (social, emotional, etc.) of a general education classroom to the child;
 - 3. What is the effect on the teacher and other students; and
 - 4. What resources are necessary to support the placement?

- C. General education staff will be provided opportunities to participate in their special education students' evaluation eligibility determination and placement decision. A general education teacher is required by WAC 392-172A-03095 and District regulation/policy 2161 to participate to the extent appropriate by assisting the team in:
 - 1. The determination of appropriate positive behavioral interventions and strategies for the student, and
 - 2. The determination of supplementary aids and services, program modifications, and supports for school personnel that will be provided consistent with the IEP.
- D. Team decisions will be based on benefits and detriment to students, the classroom environment, and resources needed.

Section 4: *Special Education Student Discipline*

- A. Discipline of a student with a disability shall be consistent with the discipline of regular education students unless disciplinary procedures are expressly determined and prescribed by the IEP/MDT process and described in a behavior plan. Such discipline must always be consistent with the state and federal law and District policy.
- B. When in the judgment of an employee a special education student's behavior is impacting his/her placement, it is the responsibility of that employee to request a team meeting through the student's case manager. Such meeting shall be scheduled within ten (10) school days of the request.

Section 5: *Special Education Curriculum and Material*

The District shall provide employees working in special education programs with instructional materials necessary to provide for the individualized learning needs of their students, including as appropriate to the student, alternative core material, intervention material, and supplemental instructional material. Additionally, workspace and equipment necessary to provide for the individualized learning needs of their students will be provided.

ARTICLE V – COMPENSATION AND BENEFITS

Section 1: *Base Salary Schedule*

- A. Employees shall be paid a salary based on the base schedule printed in Appendix 11 for 2022-2023, which includes the 2022-23 state inflationary adjustment of five and five tenth percent (5.5%) plus one percent (1%) for a total of six and five tenths percent (6.5%). Each year the minimum increase shall be the inflationary adjustment as defined in RCW 28A.400.205, if funded by the state applied to the base salary schedule.

In 2022-23 delete BA+0 column, rename the former BA+15 as BA+0, and the remaining column titles are unchanged. This will be reflected in Appendix 11.

In the 2023-2024 school year, the salary schedule shall be increased by the state inflationary adjustment rate plus five tenths percent (0.5%) or three percent (3%) whichever is greater.

In addition, a 25th year experience row at MA+90 that is one percent (1%) higher than the 16 year experience row at MA+90.

In the 2024-2025 school year, the salary schedule shall be increased by the state inflationary adjustment rate plus seventy-five hundredths percent (0.75%) or three percent (3%) whichever is greater.

This salary schedule is used to determine true per diem at 1/180th of base salary for all members in the bargaining unit and shall not be deviated from, except through mutual written consent of the District and Association. Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, or the second regular pay period at the latest. If the state changes the salary allocation model in any manner other than across-the-board increase, either party may reopen this section.

- B. At such time as the District is advised that a salary adjustment is necessary or appropriate, it will immediately notify the Association and negotiations between the parties will commence as soon as possible. Negotiations shall continue for as much time as necessary consistent with the avoidance of a penalty to the District for failure to comply with governing salary limitations under state law. If the District and the Association are unable to meet or reach agreement concerning a method for making any necessary adjustment in salary levels for certificated employees, the District may make such an adjustment:

1. only the extent required to avoid a penalty;
2. by an equal percentage for all certificated employees;
3. subject to a continuing duty to bargain in good faith with the Association concerning a different method for adjusting certificated salaries, and further subject to a retroactive application of any agreed method for salary adjustment; and
4. Association members will not be penalized by non-bargaining unit settlements that result in non-compliance.

C. Extended Contracts

Any employees contracted for days in excess of or in addition to the number of work days provided for in Article V, Section 18, Paragraph A, of this Agreement shall receive additional compensation at the individual's per diem rate, based on a normal seven and one-half (7 ½) hour work day.

Extended contracts for all employees will be issued for a specified term and shall not be changed during the duration of the extended contract (Except as provided for in Article V, Section 3, pertaining to Recording of Academic Credits and Certificates.)

D. Activity Positions Contracts

1. There will be a supplemental contract issued for the activity and leadership assignment(s) listed in Appendix 2.
2. Contracts for activity and leadership assignments shall be for one (1) year and shall be non-continuing (supplemental contracts).
3. Contracts for activity and leadership assignments will not be changed or abridged for arbitrary or unreasonable causes.
4. Employees covered by this Agreement will be given first consideration for activity and leadership assignment contracts.
5. If Human Resources receives notice by August 15 that a contract for a recurring activity position is authorized by the principal, the contract shall be available to sign before the start of the school year. If an employee returns the signed contract prior to October 5 and selects the equal payment option, the payments shall start by October 31.

Section 2: *Placement on the Base Salary Schedule*

Each certificated instructional employee shall be placed on the base salary schedule with the highest determined placement based on the employee's highest degree level, total eligible credits, and certificated years of experience.

Section 3: *Recording of Academic Credits and Degrees*

- A. Credits and degrees submitted to the Human Resources office will be eligible for advancement on the salary schedule for the employee's base contract once per year on the payroll following the payroll cut-off (the 10th of the month) after submission of the credits or degrees. Credits and degrees submitted prior to September 10 will be applied to the employee's total compensation for the entire work year.
- B. The September 10 deadline does not apply to employees who provide written proof of good faith efforts to secure the necessary documentation and who through no fault of their own are unable to meet the September 10 deadline.
- C. Earned credits and degrees will be credited for advancement on the appropriate salary schedule when an employee participates in programs during the regular contract day if the employee pays for the tuition and must spend personal time and effort beyond the regular contract day to fulfill course requirements.
- D. Quarter hours earned in accredited community colleges, colleges, or universities will only count for lateral movement on the salary schedule if earned after issuance of a Bachelor's degree and if they are transferable or applicable to a Bachelor's or more advanced degree program (WAC 392-121-255). One (1) semester credit is equal to 1.5 quarter credits.

- E. Clock hours, verified by official clock hour documents, will be recognized for salary schedule placement subject to the following conditions:
 - 1. Clock hours are earned after August 31, 1987.
 - 2. Credits are earned in either:
 - a. A locally approved in-service training program, which means a program approved by a school district board of directors, and meeting standards adopted by the state professional educator standards board pursuant to the standards in WAC 181-85-200 and the development of which has been participated in by an in-service training task force whose membership is the same as provided under RCW 28A.415.040; or
 - b. A state approved continuing education program offered by education agency approved to provide in-service for the purposes of continuing education as provided for under rules adopted by the professional educator standards board pursuant to chapter 181.85 WAC.
 - 3. Ten (10) locally approved in-service or state approved continuing education credit hours defined in WAC 181-85-030 equal one (1) in-service credit.

Section 4: *Experience Credit*

- A. In determining placement on the salary schedule, years of experience means the number of documented years of full time and part time professional education employment prior to the current year in public, private, charter or foreign schools or colleges or universities if the institution was accredited, if the employee held a certificate (whether a certificate was required for the position or not).
- B. Military Service
Experience credit for military service will be granted to the extent allowed by law.
- C. Educational Staff Associate (ESA) employees will be placed on the salary schedule according to their documented work experience while certificated/licensed in the capacity and aligned with the work position they will be employed for the District.
- D. Career and Technical Educators (CTE) will be placed on the salary schedule according to documented work experience in the related field aligned with their teaching position with the following limitations: a year of experience is based upon 2,000 work hours/year, the first 6,000 hours of work experience is not counted toward placement on the schedule, and a maximum of 12,000 hours beyond the first 6,000 can be used for placement on the schedule.

Section 5: *Employee Pay Dates*

- A. Warrants shall be issued on the last business day of each month for all employees.
- B. Special Provision

An employee hired after the opening of school for less than the basic contracted days of service to the District for his/her assigned position will be paid for the first month of employment according to the number of actual days worked prior to and including that pay date.

- C. In the event of an employer-caused payroll error of more than five hundred dollars (\$500), the District will remit to the employee the amount of the error within five (5) workdays following notification to and verification by the District of the payroll error.
- D. All compensation owed to an employee who is leaving the District will be paid upon employee's request within thirty (30) days after the individual's final day of work.
- E. In situations where an employee has been paid incorrectly:
 - 1. For an overpayment to the employee of no more than \$2,000, each remaining warrant due on the contract shall be reduced by equal payments of the amount owed.
 - 2. For an overpayment to the employee of over \$2,000, the District and employee shall agree on a repayment plan that shall run for no more than twelve (12) months.
 - 3. For an underpayment to the employee of five hundred dollars (\$500) or less, corrections will be made on the next regular warrant.

Section 6: *Booster Tickets*

- A. The District will make available to employees represented by the Association a Booster Ticket, which will admit them to all Longview extracurricular activities for the current year. The ticket excludes admission to tournaments and playoffs. Employee tickets shall be at no cost to the employee and may be obtained at any secondary school during regular school hours.
- B. The employee may purchase a ticket for his/her spouse at a price of ten (\$10) dollars. Tickets may be purchased at any secondary school during regular school hours.
- C. The adult ticket will admit dependent children who are still in grade school (K – 5) and accompanied by at least one parent.
- D. The ticket is nontransferable.

Section 7: *Substitutes for Principals*

- A. Whenever all principals in the same building will be absent or unavailable from their assignment for any pre planned block of at least three (3) consecutive hours when students are in school, a previously selected certificated substitute will be assigned as the substitute principal.
- B. Substitutes for principals will be selected from a list of qualified certificated personnel from within the building. If there are no qualified volunteers at the site, substitutes may be chosen from other sites' lists. The District will provide principal substitutes with training in the responsibilities and intricacies for principalship.
- C. After the substitute principal is selected, a substitute will be hired to assume the contract responsibilities of the regular employee if it is determined the best interest of the District will be served.
- D. Substitutes for principals will be compensated at ten percent (10%) above their per diem.

Section 8: *Elementary Split Classes*

A teacher directed to take a split elementary class will be compensated at the rate of ten percent (10%) of the base salary (I-0) per contract year plus two (2) days extra planning time at per diem rate, plus educational assistant time necessary for the teacher to obtain contractual planning time. Salary schedule and stipend rates are listed in Appendices 1 & 11.

Section 9: *Extra Assignment Compensation*

- A. Employees are compensated at curriculum rate for attending orientation programs, workshops, using their expertise in developing materials, evaluating instructional materials for purchase or adoption, or orienting new teachers.
- B. Seven (7) hours of new teacher orientation shall be given for classroom setup.
- C. Employees who conduct in-service teacher training courses will be compensated at their per diem rate. Required planning time will be at a ratio of one (1) hour of preparation time for everyone (1) hour of class and compensated at their per diem rate. This payment will be made only once per teacher per academic year for each particular class, regardless of the number of times the class is repeated.
- D. Employees who teach summer school shall receive their hourly per diem rate. Planning time shall be paid at their per diem rate. Employees will have an hour of paid planning time scheduled each class day.
- E. Employees who teach extended learning opportunities for students outside the school day shall receive their hourly per diem rate.

Section 10: *Coordinator/TOSA Stipends*

- A. Prior to each school year, the District and Association shall review the duties and expectations of all TOSA positions. The District shall present in writing any intended changes to the TOSA job description for the employee's and Association's review and comment. The District will not assign tasks or responsibilities beyond the scope of the job description that are not appropriately compensated. TOSAs shall have the right to return to their previous or a comparable position if their TOSA job description changes.
- B. TOSAs working outside of the workday or work year will be compensated at the employee's per diem rate for additional time.
- C. An employee on special assignment, with written supervisor approval, may choose to alter his/her workday schedule from the typical employee schedule in this Agreement, as long as the total time is equivalent to the seven and one-half 7 ½ hour day and 180 day contract, and the employee is not being separately compensated for the extra time.
- D. Employees on special assignments shall not supervise or evaluate other Association members.
- E. An employee on special assignment, involving instruction of students, shall be assigned planning time proportional to the amount of instruction they give in accordance with Art. III § 15.

- F. If any TOSA's job description or duties contains responsibilities or duties inconsistent with this Agreement, this Agreement shall be controlling.

Section 11: *Home and Hospital Teachers*

- A. Home and Hospital teachers shall be compensated at the rate identified in Appendix 3.
- B. Home and Hospital teachers shall be selected from a list of volunteer members. Initial selection shall be tied to a student's regular classroom teacher(s), if possible.

Section 12: *Mileage Reimbursement*

Travel by private car, which has been approved by the Superintendent or designated representative, will be reimbursed at the rate approved by the Internal Revenue Service for income tax deduction at the time such approval is made public; provided that no retroactive reimbursements will be made based on these IRS rates.

Implied approval will be granted to all employees who are asked to travel for regularly scheduled meetings, work condition, PLCs, or special assignments outside of an employee's building.

Section 13: *Activity Program Stipends and Salary Schedule*

- A. Members of the bargaining unit shall not be required to perform non-contracted duties. If the employee elects to perform such duties, he/she will be paid according to the Activity Salary Schedule located in Appendix 2.
- B. Prior experience in the same or a similar position, including experience in other Districts, is recognized for placement on the salary schedule. To advance from step to step requires one (1) year of experience in a similar position.
- C. Duties Beyond the Regular Season Compensation

An amount equal to 0.025 of the activity stipend shall be paid to any activity advisor involved in activities beyond the regular season. This compensation shall be for each additional week or major fraction thereof. League playoffs will be considered part of the league season and do not qualify for an additional stipend.

- D. Employees who work activity positions outside this bargaining unit shall be paid at the board-approved rate. No employee shall be required to perform non-contracted duties.

Section 14: *Tuition Reimbursement*

- A. Ninety thousand (\$90,000) dollars will be provided for tuition reimbursement, official transcript expenses, and National Board for Professional Teaching Standards expenses. In 2023-24, the amount will be increased to one hundred twenty thousand dollars (\$120,000).

- B. Each employee will be entitled to a reimbursement only upon submission of the following documents for college credits:
 - 1. Certificated Tuition Reimbursement Request Form – must be filled out completely, signed, and dated.
 - 2. Washington State Approval of College Credits and Clock Hours for Salary Increments Form – must be filled out completely, signed, and dated.
 - 3. Itemized receipts from the institution(s).
 - 4. Official transcript(s):
 - a. University/College – The information on the transcript (course number, course title, institution, credit/clock hours) should match the information on the Certificated Tuition Reimbursement Request form.
 - b. Clock Hours – Education Clock Hours and/or Vocational Clock Hour Credit In-service Registration Form will be accepted as an official transcript for tuition reimbursement. The in-service sponsor or instructor must sign this form.
- C. Each employee will be entitled to a reimbursement only upon submission of the following documents for National Board for Professional Teaching Standards expenses:
 - 1. Certificated Tuition Reimbursement Request Form – must be filled out completely, signed and dated.
 - 2. Acceptance letter from the National Board for Professional Teaching Standards.
 - 3. Payment invoice.
- D. Each SLP, OT, or Nurse will be entitled to a reimbursement only upon submission of documents for locally approved in-service or state approved continuing certification credit hours defined by National and State accreditation standards currently observed.
- E. Reimbursement will be up to a maximum of the cost of tuition for three (3) graduate credits for Washington State University Vancouver.
- F. Guidelines for approving college credit reimbursement:
 - 1. All college credits qualifying for recognition on the base salary schedule.
 - 2. Eligible clock hour in-service credits as defined in in Article V, Section 3(E).
- G. Tuition reimbursement applications will be processed as soon as possible after the employee submits the completed necessary application. Applications will be accepted for the current and the previous year's coursework only and all applications for reimbursement must be submitted no later than June 1.
- H. Payment will be made once each month for those applications that have been submitted by the fifth of each month.

- I. In order to receive tuition reimbursement for coursework beginning after June 1, the employee would be expected to begin his/her assignment in the fall unless prevented by circumstances beyond the individual's control. Accepting a position in another district is generally within the control of the individual and, thus, application for reimbursement under such circumstances would be denied. Circumstances beyond an individual's control might include illness, disability, or job transfer of a spouse.
- J. Employees new to the District would be eligible for reimbursement for coursework beginning no earlier than their first day of contracted service.
- K. An employee on approved leave from the District may, upon return to the District, apply for tuition reimbursement up to the maximum allowed for the period during which he/she was on leave.

Section 15: *Medical, Dental, Vision Care and Long-term Disability Insurance Coverage*

- A. The District shall provide the maximum amount per month funded by the State per FTE employee toward the payment of medical, dental, vision and long-term disability insurance premiums. Medical, dental and vision insurance coverage will be provided for employees and family members as provided for in the School Employees Benefits Board (SEBB) rules. The District will pay the carve-out (state retiree medical subsidy) per FTE per month.
- B. Employees have the option to select medical insurance coverage.
- C. The insurance premium for part-time employees will be paid if they are eligible under SEBB rules.
- D. Employees on approved unpaid leaves may be eligible to continue coverage by complying with SEBB requirements.

Section 16: *PLC / Leadership*

- A. The District shall provide at least the following number of stipends for professional learning communities/facilitators:
 - 1. One (1) stipend for Broadway Learning Center
 - 2. Six (6) stipends for each elementary school
 - 3. Up to seven (7) stipends for each middle school
 - 4. Up to ten (10) stipends for each high school
 - 5. One (1) stipend for elementary music
 - 6. One (1) stipend for elementary PE; and
 - 7. One (1) stipend for elementary library.
- B. A pool of \$7,500 for District wide specialist PLCs (e.g., counselors, special education teachers), prorated for facilitators of groups who meet less frequently throughout the year shall be maintained. The District and Association shall meet in advance of each school year and agree upon which facilitators and amounts to be paid from this pool.

- C. The current stipend for these positions is located in Appendix 1. Stipends include attendance of no more than four (4) after school trainings which will be no more than ninety (90) minutes in duration. Any training more than ninety (90) minutes in duration, the employee will be compensated for the extra time at the curriculum rate.
- D. The District shall share with the Association any change in the duties or job descriptions for these positions before implementation. The Association may demand bargaining regarding the stipend amount if, in the Association's judgment, the changes materially change the duties or expectations for these positions. The position of professional learning facilitator is voluntary and may go unfilled.
- E. The District shall provide options to all schools for the inventory and processing of books and curriculum, such as the use of paraeducator services or the payment of certificated employees for this duty at the certificated hourly rate of pay.

Section 17: *Sick Leave Cash Out*

- A. Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.
- B. At the time of separation from employment with the District due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement System (WSTRS).
- C. The District will offer the VEBA III Sick Leave Conversion Plan each year of the agreement. The Association shall notify the District of its intention to participate in VEBA prior to June 30 for each subsequent contract year. VEBA consists of health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington:
 - 1. The Standard HRA Plan, which shall be integrated with the District's or another qualified group health plan and to which the District shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time;
 - 2. The Post-separation HRA Plan to which the District may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the District's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. The District agrees to contribute to the Plans on behalf of all employees in the Longview Education Association defined as eligible to participate in the Plans.

Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

3. Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front-loaded days.
4. Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

NOTE: All leave cash out contributions on behalf of each eligible employees shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employee be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during that contract year, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

Section 18: *Contracts*

A. Basic Employment Contract

The work year shall consist of one hundred eighty (180) instructional days, plus professional learning days (PLDs) funded by the state, and professional enrichment time funded by the District.

If the District/principal requires employees to be present beyond the work-year, those who are required to attend shall be compensated on a true per diem rate established in Article V, Section 1: Base Salary Schedule.

The job requirements for fulfilling basic professional responsibilities, except as defined more specifically elsewhere in this agreement, are as follows:

1. Plan for and deliver or support quality instruction for students

Employees plan daily lessons, including providing substitute plans and one emergency lesson plan in case of absences, and implement adopted District curriculum; administer assessments and use assessment information to modify lessons or teaching style to meet individual needs of students; maintain required reports, including such items as grade books, attendance, and anecdotal record keeping in a timely fashion; and adhere to the Washington Administrative Code, state and federal statutes, and District policies.

2. Staff meetings as described in Article III, Section 13.
3. IEP Meetings

- a. For any meeting that commences an hour or more after the work day, with supervisor approval, any certificated employees will be paid for their time at the meeting at true per diem.
 - b. Efforts will be made to limit the length of IEP meetings to fifty (50) minutes. General education teachers will be excused from these meetings no later than 30 minutes beyond the normal on-site workday when possible. Any time beyond the 30-minute extension will be compensated at their per diem rate.
 - c. Once any general education teacher attends more than six (6) required IEP meetings that extend beyond the normal on-site workday, they will be compensated for any required time beyond the normal on-site workday.
4. 504 Meetings:
 - a. Efforts will be made to limit the length of 504 meetings to no more than thirty (30) minutes.
 - b. Attendance by general education teacher is encouraged and required when determined by the principal.
5. Communicate with parents

Staff members are expected to maintain contact with parents, return phone calls and email correspondence within a reasonable amount of time. While the preferred time to meet with parents is during the workday, meetings may, on occasion, have to be scheduled outside of the normal workday without additional compensation. Supervisors will support staff in efforts to keep parent meetings within the workday.
6. General supervision of students

Staff members are an integral part of ensuring the safety and well-being of students while on campus, including assemblies and before/after school. Building crisis, site, and activity plans, as developed by the building staff, will include defining responsibilities for staff supervision. Staff members are expected to communicate concerns about students and report unsafe conditions and child abuse; or events such as fights, harassment, threats, or violations of the discipline policy to the appropriate people in a timely manner.
7. Professional Development

Employees will participate in District required professional development. Time outside of the workday will be compensated. See Article III, Section 5.
8. Parent Conferences as described Article III, Section 14

9. Professional Learning Communities

Employees will participate in collaborative activities, such as Professional Learning Communities that occur during the workday hours.

10. Assisting Students

Employees normally will be available to help individual students during the time before and after school, during the workday.

B. Supplemental Contracts

1. Any employees contracted for days, or any part of a day, in excess of or in addition to one hundred eighty (180) base contract days shall receive additional compensation at the individual's true per diem rate.
2. Supplemental contracts for all employees will be issued for a specified term and shall not be changed during the duration of the extended contract (Except as provided for in Article V, Section 3, pertaining to Recording of Academic Credits and Certificates.)

C. Activity Positions Contracts

1. There will be a supplemental contract issued for the activity and leadership assignment(s) listed in Appendix 1 and Appendix 2.
2. Contracts for activity and leadership assignments shall be for one (1) year and shall be non-continuing (supplemental contracts).
3. Contracts for activity and leadership assignments will not be changed or abridged for arbitrary or unreasonable causes.
4. Employees covered by this Agreement will be given first consideration for activity and leadership assignment contracts.
5. If Human Resources receives notice by August 15 that a contract for a recurring activity position is authorized by the principal, the contract shall be available to sign before the start of the school year. If an employee returns the signed contract prior to October 5 and selects the equal payment option, the payments shall start by October 31.

D. Professional Learning Days (PLDs)

State-funded Professional Learning Days (PLDs): Use of two (2) days shall be determined between District and building administration based on District goals, and the 3rd day will be used to meet the required Social Emotional Learning (SEL) or Cultural Competency Diversity Equity and Inclusion (CCDE) trainings as developed by the Professional Educators Standards Board. These days are funded by the state Professional Learning Day allocation and are included within the salary schedule contract. In the event of a loss of state funding, PLD duties and compensation may be suspended.

E. Enrichment: Time, Responsibility, and Incentive

1. Professional Enrichment Time

- a. Professional Enrichment Time shall be nineteen (19) hours, included on the salary schedule. In the event of a loss of revenue from either a levy failure or local effort assistance (levy equalization) funds, Professional Enrichment Time duties and compensation may be suspended.
- b. Each building's site-based council, in cooperation with the principal, shall determine and publish a plan for the use of sixteen (16) hours of Professional Enrichment Time hours, and the principal shall determine and publish a plan for the use of three (3) hours of the Professional Enrichment Time hours no later than the last day of school for the succeeding school year. All employees will be encouraged to attend and be allowed to participate in the site-based meetings where the Professional Enrichment Time schedule is on the agenda. It is recommended that such a meeting will be held on a regular workday before or after student contact time, guaranteeing optimal participation by all members who choose to participate.
 - i. Adjustments may be made up to September 30th of the current school year for exceptional circumstances, such as a change in the building administration.
 - ii. Professional Enrichment Time events, which require the participation and presence of all staff or subgroups of staff outside the standard workday or work year, may include activities such as open house, curriculum nights, student orientation, staff development, mandatory committees, or award events.
 - iii. The site-based council may include alternative activities for specialists or employees when the activity in which the other members of the building staff are engaged is not applicable to the specialist's assignment.
 - iv. Professional Enrichment Activities planned on non-school days shall be at least three (3) hours in length.
 - v. Employees will be given a copy of their next year's building Professional Enrichment Time schedule before the beginning of the next school year.
- c. Part-time staff shall participate in and be compensated for all Professional Enrichment Time.
 - i. Employees who work at more than one school shall work with their administrators to determine which school's Professional Enrichment Time they shall participate in. Alternatively, the employee's principals may decide this together. If the employee is required to attend more hours than the Professional Enrichment Time in this contract, the employee shall be compensated at his or her per diem rate.
 - ii. School psychologist, speech language pathologist/audiologist, occupational therapist, and physical therapist will have flexibility in their work schedule and can use their

contracted professional enrichment time to account for any additional time it takes to prepare and participate in IEP meetings.

2. Responsibility

Basic education funding does not compensate staff for the time necessary to complete all the required educational duties. There are responsibilities that are performed beyond the normal workday or work year, for which additional compensation will be provided when required to be performed.

Section 19: *Absorbing Other Employee Assignments (Class Coverage)*

Employees who with pre-approval of their supervisor to substitute for or assume the work duties of an employee shall be paid at their per diem or given the option to take release time.

- A. Such release time shall be the equivalent to the actual coverage time and shall not be used during instructional or contracted supplemental time.
- B. When payment is chosen, it shall be for actual coverage time.
- C. Teachers who work in multiple buildings will not be required to assume the work duties of another employee.
- D. See Article VI, Section 1 for establishing a required rotation of class coverage.

Section 20: *Elementary Safety Patrol*

Elementary employees who are assigned and perform duties outside of their regular contract responsibilities in coordinating safety patrol education and responsibilities will be compensated with an annual stipend identified in Appendix 1.

Section 21: *Attract Employees*

In an effort to recruit new teachers, any supplemental contracts a new employee accrued prior to September 1st will be paid no later than the first full week of school for that employee.

Section 22: *Special Education Teacher Stipend*

The Special Education teacher's stipend will be recognized as compensation to include but not be limited to:

- Amount of time needed to fulfill their case management duties, such as writing plans and attending special education meetings held outside of contract time.
- Goal and progress monitoring throughout the school year.
- Transition meetings from one grade level to another at the end of each school year.
- Administration cannot mandate additional work during non-student days.

ARTICLE VI – SUBSTITUTES

Certificated substitutes employed by the District are granted all rights under the Collective Bargaining Agreement except as modified below.

Compensation and benefits described in Article II, Section 1, Subsection D, E, F and G; Article IV and Article V do not apply to substitute teachers unless the section describes a position for which a substitute has been hired.

Section 1: *Substitute List and Assignment*

- A. The District agrees to maintain a list of qualified persons to serve as substitutes for regular employees. The list will indicate grade level, or subject preference.
- B. Absent teachers or support personnel may, prior to absence, request a particular substitute employee. If no request for a specific substitute is made, or if the person is unavailable, the substitute shall be called from the general pool.
- C. Employees will receive daily notification of all staff who are absent in their respective buildings and the substitutes for each absentee for whom a substitute has been assigned.
- D. Employees who provide class coverage will be paid at per diem or given the option to take release time.
- E. When a substitute shortage exists,
 - 1. each building is responsible for establishing and monitoring an equitable rotation list for the school year, including a voluntary first call list.
 - 2. class coverage will be provided by using the following actions in order:
 - a. Elementary:
 - i. Adjust attendance at District or other building meetings when possible.
 - ii. Combined classes may be used if agreed upon by staff and if no class exceeds thirty (30) students and there is adequate space to accommodate the combined classes. When classes are combined, the teachers will be compensated by proportionally dividing up the standard substitute rate rounded to the next dollar rate (see Appendix 1) for the total day.
 - iii. All staff members shall provide class coverage once before being asked to cover a second time. Staff may decline to cover a class on a specific day but will be expected to cover at the next instance of an unavailable substitute.
 - iv. The rotational list will include:

- a) Reassign non-classroom based employees such as TOSAs, behavioral specialist, Math specialists, or Literacy specialist, for no more than 1 hour. A non-classroom based employee may agree to a class coverage time which will exceed the 1 hour if they choose.
 - b) certificated classroom teaching staff.
 - c) SLPs, OTs, PTs, BCBAs, nurses, psychologists, and counselors will not be included in the rotation.
 - v. Principals or Counselors will be reassigned for class coverage only as a last option.
- b. Secondary:
 - i. Adjust attendance at District or other building meetings when possible.
 - ii. Provide class coverage within the building after the voluntary first call list has been accessed, then all staff members shall provide class coverage once before being asked to cover a second time. Staff may decline to cover a class on a specific day but will be expected to cover at the next instance of an unavailable substitute.
 - iii. Reassign non-classroom based employees (e.g., building TOSA, LAP/Title I, Instructional coaches,) for no more than 1 period when appropriately certificated. A non-classroom based employee may agree to a class coverage time which will exceed 1 period if they choose.
 - iv. Double-up classes or distribute students from the absent teacher's class to multiple classes. When classes are combined or students are distributed, the teachers will be compensated by proportionally dividing up the class coverage rate (see Appendix 1) for the total day.
 - v. If any period during the day does not have at least 3 teachers with their planning time during that period, then the rotational list will take into consideration the reassigned certificated non-classroom based employees.
 - vi. Principals or Counselors will be reassigned for class coverage as the last option. Counselors will cover for no more than 1 period. Counselor may agree to a class coverage time which will exceed 1 period if they choose.
- 3. Certificated nurses will cover for required medical needs only, when an LPN substitute is not another LPN. Coverage should be limited to the needed medical service by a licensed medical provider.

Section 2: *Substitute Pay*

- A. Substitutes will be paid according to the substitute salary schedule located in Appendix 1.
- B. Substitutes are employed and paid on the fractional part of the total day taught with a minimum of one-half day's salary for reporting to any assignment according to the following schedule:

1 – 3 ½ hours = ½ day (does not include lunch time)
Over 3 ½ hours = full day (does not include lunch time)
- C. Substitutes who teach for more than five (5) consecutive days for the same regularly contracted teacher will be paid according to their placement on the salary schedule beginning with the 6th day and for the balance of the assignment.
- D. Substitutes who teach in an open/posted position will be paid per diem according to their individual placement on the Teacher's and Support Personnel Salary Schedule.
- E. In addition to the pay defined above, each substitute shall receive one paid day of professional development. Substitutes shall receive an additional paid day of professional development for each thirty (30) full days of service during the school year.
- F. Substitute employees assigned by administration to cover a class during a planning period shall be paid thirty dollars (\$30).

Section 3: *Workday*

- A. The normal workday for substitutes shall be the same as the certificated employee's workday, Article III, Section 15.
- B. Substitutes who are required to travel between buildings during their normal workday will follow the regular employee's work/travel schedule.

Section 4: *Job Openings*

Substitute employees will not be considered in-District applicants for vacancies posted for the regular bargaining unit positions. Substitute employees however will be considered for vacancies for which they apply. If not selected for an interview, substitute employees will be notified. Upon request of the substitute employee, the District administrator for Human Resources will meet with any substitute who is not selected for an interview to discuss why the substitute did not receive an interview and ways in which the substitute could strengthen his/her application.

Section 5: *Temporary Disability Leave (Sick Leave)*

Long-term teaching substitutes after serving fifteen (15) consecutive days or more in the same assignment will accumulate leave at the rate of one (1) day for each twenty (20) days worked. Such leave will be credited after being earned and may not be used in advance. (This leave cannot be carried over to the next assignment.)

Section 6: *Performance Observations*

- A. Employees will not be required to evaluate substitute teachers. However, they may be asked to provide input to the building administrator on the substitute teacher's performance. A substitute will be notified when a complaint has been filed or when they have been removed from eligibility to teach at a building
- B. Substitutes are encouraged to work with principals to arrange for an observation and feedback conference session. Substitutes who teach twenty (20) consecutive days for the same regularly contracted employee must be observed and provided feedback by the building principal or designee at that location using the Substitute Teacher Observation Report form. The criterion shall be as listed in the substitute handbook. Substitutes who teach for twenty (20) days in more than one (1) assignment, may request a building principal or designee to observe and provide feedback.

ARTICLE VII – LEAVES

Section 1: *Illness, Injury, and Emergency Leave (Sick Leave)*

- A. Sick leaves are leaves of absence for which an eligible employee accrues entitlement and which the employee may use as described in this Agreement and RCW 28A.400.300. Sick leave shall be compensated as provided for in RCW 28A.400.300 and this Agreement.
- B. Eligible Employees

All employees covered by this Agreement shall be eligible employees within this section.

- C. Accrual of Sick Leave

1. Full-Time Employees

Full-time employees shall be credited temporary leave at the rate of twelve (12) days per year. Said days will be provided to the employee upon the first day of his/her contracted responsibilities for the ensuing year. Days which are used, but are not later earned, must be repaid to the District. Sick leave will not accrue or be paid during any period of unapproved absence.

2. Part-Time Employees

Part-time employees shall be credited sick leave at the rate that their service bears to one-hundred-eighty (180) days to a maximum of twelve (12) days per year. Said days will be provided to the employee upon the first day of his/her contracted responsibilities for the ensuing year. Days which are used, but are not later earned, must be repaid to the District. Accumulation or deduction of sick leave will be on the basis of the employee's contracted day as it relates to a full contract day. Sick leave will not accrue or be paid during any period of unapproved absence or leave of absence.

D. Use of Sick Leave

Temporary disability leave may be used in the event of absence due to disabilities resulting from illness, injury, emergency, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Sick leave may also be used for emergencies, parenting birth leave, and professional leave. Nothing in this section restricts an employee's entitlement to leave under the state Paid Family and Medical Leave (PFML) and federal Family Medical Leave Act (FMLA).

E. Definitions

1. A disability is defined as illness, accident, injury, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, which prevent an employee from fulfilling his/her contractual obligations under the employment contract. In all cases, accrued temporary disability leave will be paid only for the period of actual disability.
2. An emergency is defined as an unforeseen set of circumstances of a serious nature beyond the control of the individual and/or where pre-planning was not possible.
3. Parenting Birth Leave
 - a. Three (3) days leave in one (1) year may be used for a non-pregnant parent to attend the birth of his/her child and/or conduct such related family matters as are deemed necessary or justifiable by the individual. The three (3) days may be used by individuals adopting a child.
 - b. Such leave will be at full pay.
 - c. Requests for such leave will be made in advance, when possible, and will be made through an employee's immediate supervisor.
 - d. Such leave will be deducted from temporary disability leave.
4. Family Illness Leave
 - a. Nothing in this chapter restricts an employee's entitlement to leave under the state and federal Family and Medical Leave Act (FMLA).
 - b. Such leave will be at full pay when the FMLA leave also counts as an approved use of sick leave.

F. Pregnancy

Pregnancy Disability: the period of pregnancy-related disability, the length of which is determined by a licensed health care provider.

Parental Bonding: the period of time taken to bond with a child within (12) months of the birth or placement of the child.

1. An employee who becomes pregnant shall notify Human Resources of the employee's condition as soon as practical. Within thirty (30) school days after childbirth, the employee should contact the District and discuss plans for the employee's return.
2. Employees may use all available leave for pregnancy disability and parental bonding, including but not limited to: Illness; Injury and Emergency Leave; Parental Leave; Personal Leave; Washington State Paid Family & Medical Leave (PFML); Shared Leave; and FMLA.
3. The leave shall begin and end at a time determined suitable by the employee and the employee's personal physician or practitioner, and at a time which is as consistent as possible with the orderly continuance of the educational program.
4. If both parents work for the District, each parent shall be entitled to twelve (12) weeks of FMLA for parental bonding.
5. The employee may or may not choose to use temporary disability leave during any portion of the employee's leave (for the period of disability or thereafter) in any amount up to the accrued total.
6. Assignment upon return from the leave shall be to the employee's former position or, if not available, to at least a substantially equivalent position with continuing placement on the salary schedule. Benefits such as leave, extension of leave, earned temporary disability leave, seniority, retirement, insurance, etc., shall apply to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, as they are applied to other temporary disabilities.

G. Family and Medical Leave Act (FMLA)

1. Consistent with the Family and Medical Leave Act of 1993 (the "Federal Act") and RCW 49.12, up to 12 weeks of leave during any 12-month period may be used for illness or injury to a member of an employee's immediate family.
2. Such leave will be at full pay provided the employee has sick leave available. When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee.

H. Paid Family and Medical Leave (PFML)

The District will annually notify employees about the benefits available under PFML. The District shall provide eligible employees with a known qualifying event, a written statement of their rights, and upon request, facilitate their claim to the Employment Security Department (ESD).

As provided in state law and rule as of June 1, 2020 (and may be subject to change during the term of this Agreement): To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event.

PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances defined below.

PFML may be used as follows:

1. Family Leave:

- a. To care for and bond after a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years, to be used at any time within the twelve (12) months following the birth or placement.
- b. To care for a family member (child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner) experiencing an illness or medical event.
- c. Certain military-connected events

2. Medical Leave to care for self in relation to an illness or medical event, including pregnancy disability.

3. Under the following circumstances, benefits may be extended as follows:

- a. Total of up to 14 weeks for a medical leave involving a serious health condition during pregnancy that results in incapacity.
- b. Total of up to 16 weeks for combined medical and family leave.
- c. Total of up to 18 weeks for combined medical and family leave involving a serious health condition during pregnancy that results in incapacity.

The PFML family leave entitlement expires twelve (12) months following the birth or placement of a child or the first application for PFML benefits. The PFML medical leave entitlement expires twelve (12) months following the first application for PFML benefits.

Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD.

Employees may choose to use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

Sick leave is a supplemental benefit that may be used in addition to state PFML benefits in half-day increments, if the employee chooses to.

I. Considerations

- 1. Temporary disability leave may not be used for medical, dental, or other health appointments, except where appointments are not routine and cannot be made at any other time.

2. During the first two (2) years of employment with the Longview School District, employees with less than twenty (20) accumulated days of temporary disability leave will be granted temporary disability leave with pay through their twentieth (20th) day of absence. This is not additional leave and will be deducted from future earned days.
3. All absences will be entered into the online substitute system in advance whenever possible or immediately upon return from such absence.
4. Verification may be required by the District for any absence extending beyond five (5) consecutive days.
5. An employee who terminates his/her employment with the District and returns to regular employment shall have all unused temporary disability leave accumulated during his/her previous employment restored.
6. New employees may transfer accumulated temporary disability leave as provided for in RCW 28A.400.300 earned in other Washington qualifying employers upon application to and verification by the District Business office.
7. Unused Temporary Disability Leave

Temporary disability leave accumulated by an employee which has not been taken at the time such employee retires or ceases to be employed by the District will not be compensable to the employee except as provided by statutes relative thereto, namely any accumulated sick leave up to a maximum of forty-five (45) days shall be creditable as service rendered for the purpose of determining retirement eligibility provided through the Washington State Teachers' Retirement System. Any additional credit for service rendered, authorized by state statute during the term of this Agreement, shall be awarded, provided that it will be at no cost to the District.

Section 2: *Bereavement Leave*

- A. An employee who is absent on account of death of an immediate member of the family (parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, child's spouse, grandparent, grandchild, household member, primary care-giver, or former guardian) may be granted up to five days leave without loss of pay for each such bereavement.
- B. Cases involving other than individuals listed above, the employee may use up to five days of emergency leave.
- C. Additional time for circumstances beyond the control of the individual may be granted by the District upon the recommendation of the Superintendent or designated representative. Requests for additional time must be filed within ten (10) days after returning to duty.

Section 3: *Military Leave*

- A. An employee, who is a covered member of the United States uniformed services (including the federal armed services, the Washington National Guard and the federal public health service) may be eligible for leave pursuant to the federal Employment and Re-employment Rights of Members of the Uniformed Services Act, USERRA, 38 USC Chapter 43. The District and qualified employees shall adhere to the requirements of USERRA and the implementing regulations.
- B. An employee who is called to active duty training in the Armed Forces Reserve will be granted military leave of absence at normal pay for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending September 30, provided that any such reservist shall present evidence to the District that he/she has made reasonable efforts to arrange for such active duty or training during the summer months or other District vacation periods. Such evidence should include correspondence which indicates an effort was made to arrange training during non-student school days.

Section 4: *Professional Leave*

- A. A teacher shall be granted up to one (1) day of professional leave per year. Such leave is defined as a situation in which an individual cannot transact professional matters during non-school hours in a situation of professional growth opportunities that may arise during school hours.
- B. This day of leave shall be deducted from temporary disability leave. Such leave will be non-accumulative, shall not extend any other leaves, and shall not be used for recreation, leisure, or vacation.
- C. Application for such leave must be made through the immediate supervisor at least forty-eight (48) hours in advance and must be approved by the supervisor.
- D. Such leave shall be at full pay.

Section 5: *Personal Leave*

- A. Each employee shall be granted three (3) days per year for personal leave. Two (2) days shall be paid for by the District. A third personal leave day is available with the employee paying the standard substitute cost. Standard substitute cost is identified in Appendix 1. The standard substitute cost will be charged to an employee whether the employee has a substitute in the employee's absence or not.
- B. Up to two (2) District paid Personal Leave days may carry over to the following year. The carry-over of personal leave is not intended to create an extended vacation. Personal leave is subject to the following conditions:
 - 1. A five (5) day notice will be given, if possible;
 - 2. Any personal leave that extends beyond three (3) days must be approved by the building administrator at least two (2) weeks prior;

3. Personal Leave may not be granted if such approval would result in more than 10% of building staff being gone under Section 1 through 5;
4. A Personal Leave Request should be filed with the building secretary. Such leave shall be on a first request first served basis, and if granted, recorded in online substitute system. Each building will have clear procedures for requests to be filed;
5. Carry-over of personal leave balances will be automatic, and any days above allowed carry-over will be automatically cashed out;
6. Employees may request compensation for any District paid unused personal leave days at the standard substitute cost. Requests must be submitted to payroll by the last day of the school year;
7. Personal Leave combinations of carry over and compensation may happen in the same year.

Section 6: *Leave of Absence*

- A. When the District will benefit, the Board may grant employees up to one (1) year leave of absence with or without pay. Leaves will be granted for no more than two (2) consecutive years.
- B. Application for leave shall be made in writing to the Superintendent through the individual's principal or supervisor. The applicant may appear to speak on his/her own behalf when the request is presented to the Board.
- C. Requests for leave with pay will be considered for research, advanced study in residence at an accredited institution of higher education, or foreign teacher exchange experience.
 1. A minimum of five (5) years of employment in the District is a prerequisite for application for leave with pay.
 2. Generally, preference will be given to those requests from employees with seniority in length of service.
 3. If leave with pay is granted, the recipient will sign an agreement to:
 - a. return to the District for a minimum of two (2) years of employment at the same or comparable position with no loss in salary schedule status; and
 - b. refund the District leave pay on a prorated basis should that person fail to comply with this Agreement.
- D. Request for leave without pay will be considered on an individual basis when recommended by the Superintendent.
 1. The disposition of the request will be determined by the needs of the District and the employee.
 2. If approved, it is understood that the employee will return to the District for a minimum of one (1) year at the same or comparable position with no loss of salary schedule status.

- E. Employees on leave will retain benefits such as temporary disability, seniority, experience steps, etc.
- F. Normally, employees on leave will not accrue benefits such as temporary disability, seniority, experience steps, etc. Any expectations must be included as part of leave request when it is presented to the Board for action.

Section 7: *Leaves for Association Business*

- A. Release time shall be granted when officers and other elected officials need to be absent from duty to perform duties for the local, state, or national association. The District shall be reimbursed for the substitute costs for the absent employee(s). This is not intended to apply to the release time referred to in Paragraph D.
- B. When Association members are required by the District to be absent from their classroom duties to handle District or Association business, there shall be no loss of pay or other benefits.
- C. Upon request of the Association submitted through the Superintendent, the Board will approve release of a designated Association officer to a maximum of 0.5 per day for the contract year. The Association will reimburse the District for this portion of the individual's salary plus benefits. Reimbursement will be on or before the day the District issues its warrant to the Association officer.
- D. The District recognizes a relationship of a designated Association officer's activities to professional experience. This combined with a minimum of 0.5 contracted service to the District will be counted as one (1) year of experience for salary schedule placement.
- E. The Association agrees to hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability which may arise out of or by reason of the District's grant of Leaves for Association Business.

Section 8: *Jury Duty and Court Appearance Leave*

- A. Leave of absence with pay shall be authorized for jury duty or under subpoena as a disinterested witness in court.
- B. An employee who has been notified that he/she is to appear for jury duty or has received such a subpoena will, as soon as practical after receiving such notification or subpoena, inform the building principal or supervisor of the date and hour he/she is to appear.
- C. If an employee has been notified that he/she is to appear for jury duty or has received such a subpoena and such notice or subpoena is rescinded before so appearing, he/she will immediately notify the building principal or supervisor and report for work as directed.
- D. An employee who has to appear or serve for such witness or jury duty, and who is released from such duty on or before the Noon recess, will as soon as possible report such release to his/her building principal or supervisor and, if his/her services are requested, will report for assignment within reasonable time.

Section 9: *Leave Sharing (Donated Leave)*

Consistent with RCW 28A.400.380 and Chapter 392-136A WAC, a leave sharing program is established as follows:

- A. A District employee is eligible to receive donated leave if:
 - 1. The staff member has a qualifying condition which has caused, or is likely to cause, the staff member to:
 - a. Go on leave-without-pay status; or
 - b. Terminate his/her employment;
 - 2. The staff member's absence and the use of shared leave are justified;
 - 3. The staff member has abided by District rules regarding sick leave use.
- B. Any employee who wishes to receive leave under this provision shall submit a request in writing to the Human Resources office. The employee shall submit, prior to leave sharing approval, documentation from a licensed physician or other authorized health care practitioner verifying the condition, when relevant.
- C. The Superintendent or designee shall determine the amount of leave, if any, which a staff member may receive under this policy. However, a staff member shall not receive more leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 522 days of leave.
- D. District employees may donate leave as follows:
 - 1. An employee may request to transfer sick leave of a specified amount to another staff member authorized to receive such leave. A staff member may not transfer an amount that would result in an accrual balance of fewer days than authorized by state rule. The dollar value of the leave donated shall be converted from the donor to the recipient. The leave recipient shall be paid his or her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.
 - 2. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.
 - 3. The value of any leave transferred under this section which remains unused shall be returned at its original value to the staff member who donated the leave. To the extent administratively feasible, the value of unused leave which was transferred by more than one (1) staff member shall be returned on a pro-rata value basis. For example, if three (3) people earning equal wages each donate one (1) day to someone earning the same salary and only one (1) of the three (3) days is used, two-thirds (2/3) of a day of leave would be returned to each donating staff member.

Section 10: *Other Leaves and Absences*

- A. Leaves of absence for any reason not otherwise covered in the Agreement may be considered and granted at the discretion of the District.
- B. Application is made to and approval granted by the Superintendent or designated representative.
- C. Application may be made by an acceptable intermediary to the Superintendent or designated representative.
- D. Application for such leaves must be made prior to the date of the requested leave unless there are extenuating circumstances.
- E. Leaves approved under this proposal will be either at full pay, cost of the substitute, or without pay.

ARTICLE VIII – PERSONNEL EVALUATION PROGRAM

Section 1: *Provisions Applicable to All Staff*

- A. The purpose of evaluation is to promote professional growth and effective practice. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Employees will exercise appropriate professional judgment and will be evaluated on their own practice, skills, and knowledge.
- B. Within each school, the principal shall be responsible for the evaluation of employees assigned to that school. An employee shall not be assigned as an evaluator of another employee. An employee assigned to more than one (1) school shall be evaluated by the building principal of the building where the most time is spent. In the event that time is evenly spent, the employee and principals shall consult regarding workload and preferences to attempt to reach agreement on who will be the evaluator. If the parties cannot reach agreement, the employee shall choose which building administrator(s) will be the evaluator.
- C. An employee may request in writing to the Assistant Superintendent of Human Resources an alternate evaluator. The Assistant Superintendent may then designate another individual to perform the evaluation.
- D. An employee shall be entitled, upon request, to have present Association representative during any meeting related to matters concerning their evaluation for the sole purpose of observation, note taking, and asking clarifying questions, provided that arranging for the representative does not unreasonably delay the scheduling of a meeting.
- E. Evaluation results shall not be shared or published with any employee identifying information, except as required by law, and only with prior notification to the individual and Association.

- F. The procedures outlined in Article VIII shall be subject to the Grievance Procedure. Without limiting the generality of the foregoing, the substantive and subjective aspects of an evaluation are specifically excluded from the Grievance Procedure.
- G. Surveys and/or information of student and parent perceptions of employee performance shall not be solicited for inclusion as evidence in the evaluation.
- H. All observations shall be conducted openly. Audio or video devices shall not be used to record any class for the purpose of evaluation unless submitted by the employee.
- I. Employees on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluation of their teaching effectiveness in the out-of-endorsement assignments.
- J. Professional Growth Allocation: A pool of \$10,000 shall be established for professional growth activities, materials and costs. Each applicant may be eligible for up to \$500. If there are more applicants than funds available, requests will be prioritized for applicants who have not accessed these funds in the prior year. If there continues to be more requests than funds, recipients will be chosen by random lot in the presence of the Association President. Requests must be submitted at least two weeks prior to the end of the school year for the following year. Unused funds will be rolled over to the following year.

Section 2: Provisions Applicable Only to Classroom Teachers

A. Definitions

- 1. For the purpose of this Article, “**Classroom Teacher**” and “**teacher**” shall mean a certificated employee who provides academically focused instruction to students. The term “classroom teacher” or “teacher” includes general education, special education, and ELL teachers, and other employees who work with regularly recurring and specifically defined groups of students. It does not include employees working under Educational Staff Associate certificates (Counselors, Nurses, Psychologists, SLPs, OT/PTs), librarians, or teachers on special assignment (TOSAs) working as mathematics, literacy or behavior and climate specialists, as well as other employees who do not work with regularly recurring and specifically defined groups of students. The District and Association shall meet to discuss any position in which it is unclear if it falls within the statutory definition.
- 2. “**Criterion**” shall mean one of the eight (8) State-defined categories to be scored.
- 3. “**Evaluator**” shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the CEL 5D+ (Version 3) instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. All evaluators shall be trained in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support resources.

4. **“Evidence”** shall mean observed practice (observations and pre- and post-observation conversations), products or results (student growth) of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools and/or forms used in the evaluation process may be considered as evidence.
5. **“Indicator”** shall mean the subsection of each criterion (also commonly referred to as “component” or “sub criterion”).
6. **“Instructional Framework”** shall mean the CEL 5D+ (Version 3) and rubrics, one of the approved instructional frameworks adopted by OSPI to support the evaluation system.
7. **“Plan of Improvement”** shall mean a formal written plan for teachers on probation identifying specific areas of deficiencies (criteria and indicators) along with a reasonable program for improvement.
8. **“Student Growth** shall mean the change in student achievement between two points in time.
9. **“Student Growth Data”** also referred to as **“Student Growth Measure”** shall mean relevant and available multiple measures of student achievement using classroom-based, school-based, District-based, and/or State-based tools.
10. **“Intensive Assistance”** shall mean an intermediate plan focused on professional growth in Section 4 below.

B. General Provisions for Classroom Teachers

1. Professional Development

- a. New teachers and any teacher who chooses, prior to being evaluated shall receive professional development to comprehend the instructional framework, the evaluative rubric, and process. Teachers hired after the annual evaluation training shall work with a TOSA for a half day on evaluation practices within the teacher’s first thirty (30) days of employment.
- b. Before evaluating classroom teachers, principals and administrators will engage in professional development designed to implement the systems and maximize rater agreement as required by RCW 28A.405.130. Upon request, the District will provide the Association with the District’s standards for inter-rater reliability and all information regarding the qualifications of each evaluator for completing performance evaluations under this Agreement.

2. Instructional Framework

Classroom Teachers shall be evaluated using the State 8 Criteria under the CEL 5D+ (Version 3) Framework for Teaching.

3. Evaluation Criteria. The following are the evaluative criteria for classroom teachers:

- a. Centering instruction on high expectations for student achievement
- b. Demonstrating effective teaching practices
- c. Recognizing individual student learning needs and developing strategies to address those needs
- d. Providing clear and intentional focus on subject matter content and curriculum
- e. Fostering and managing a safe, positive learning environment
- f. Using multiple student data elements to modify instruction and improve student learning
- g. Communicating with parents and school community
- h. Exhibiting collaborative and collegial practices focus on improving instructional practice and student learning

4. Changing from Focused to Comprehensive

Generally, all eligible teachers will cycle through focused evaluation for five (5) years, subject to the terms set forth in RCW 28A.405.100 and this paragraph. A classroom teacher shall be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or the teacher's evaluator. Such request must be received in writing by November 1.

5. Documentation

Before the first student day the evaluator and teacher shall discuss and agree upon the method or tool (i.e. eVal, notebook) that will be used to collect evidence.

C. Comprehensive Evaluation

1. Teacher Required to be on Comprehensive

All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. The following categories of classroom teachers must receive an annual comprehensive summative evaluation: Classroom teachers who are provisional and any classroom teacher who received a comprehensive summative evaluation performance rating of one (Unsatisfactory) or two (Basic) in the previous school year.

2. Goal Setting:

- a. Prior to October 15 (or within two weeks if hired after October 1), the teacher and evaluator shall hold a meeting to discuss student growth measures and student growth goals to be used for the year's evaluation. The measures and goals may be finalized later in the year, but no later than the mid-year conference, when the goals relate to instruction taking place later in the school year.
- b. Student growth measures will be taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment. Student achievement data must measure growth between two points in time. The goal for Student Growth Goal 3.1, 6.1, and 8.1 may use the same student growth measures.
- c. Prior to the goal setting discussion with the evaluator, the teacher may complete a self-assessment of their performance under the instructional framework. Sharing the results of the self-assessment with the teacher's evaluator is optional.

3. Gathering of Evidence

- a. Evaluators shall document evidence of performance readily available via observations and conversations first and to the greatest extent possible so as to lessen the time required to compile additional evidence.
- b. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion.
- c. Teachers will provide and evaluators will collect evidence to establish a criterion rating of proficient or better, if possible.
- d. Principals may request evidence in areas not yet consistent with a proficient rating after the mid-year conference.
- e. A specific amount of evidence shall not be required.

4. Observations

- a. Observations are a primary type of evidence of professional performance relevant to the evaluative criteria.
- b. Each teacher shall be observed in the course of professional performance at least two times for a minimum total of 60 minutes.
- c. Within the 60 minutes required above, new employees shall be observed at least once for a minimum total of 30 minutes during the first 90 calendar days of employment.
- d. Teachers in their third year of provisional status shall be observed at least three times for a minimum total of 90 minutes.

- e. At least one observation must be minimally 30 minutes in length, and be preceded by a pre-observation conference (which may be held electronically) and followed by a post-observation conference (which shall be in person).
- f. At least one observation must be completed prior to the mid-year formative conference.
- g. At least one observation must be pre-scheduled with the teacher.
- h. "Walk-throughs," with or without pre-observation and/or post-observation conferences, may be completed at any time and used in the evaluation provided the employee is given written feedback and informed it will be used in the evaluation.
- i. Written documentation of all observations, regardless of type or duration, must be completed and provided to the teacher within 3 days of completion, and no longer than 5 days after the observation, provided that no prescribed form or length of documentation shall be required. Documentation of conversations or walk-throughs used as evidence will be provided to the employee.

5. Pre-Observation and Post-Observation Conferencing

- a. Pre-observation conferences, excluding the one required before the minimum thirty (30) minute observation, are optional at the request of the teacher or evaluator. Evaluators are encouraged to hold conferences in the teacher's classroom. Pre-observation conferences may be held electronically.
- b. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria.
- c. Post-observation conferences, excluding the one required after the minimum thirty (30) minute observation, are optional at the request of the teacher or evaluator. Post-observation conferences shall be scheduled by the parties within 5 days of the observation to be held within seven (7) days.
- d. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric, and to discuss opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance including, but not limited to, evidence related to those criteria not observed in the classroom.
- e. Pre-observation and post-observation conferences will take place before or after the student day at the request of the teacher.

6. Mid-year formative conference. A mid-year formative conference shall be held on or before the last day of February to discuss:
 - a. a formative evaluation of the teacher's performance to date, and if no evidence has been observed or collected on an indicator, it will be noted as not yet observed, and
 - b. the teacher's performance ratings on the instructional framework rubric, and
 - c. which indicators need evidence and which indicators need additional evidence in order to increase a criterion rating, and
 - d. how and when that evidence will be collected.

7. Summative conference

The evaluator shall provide a preliminary evaluation of the teacher's performance as measured by the instructional framework rubric no later than five days before the scheduled summative conference. The teacher shall review the preliminary evaluation, gather any additional evidence relevant to the criteria and meet with the evaluator prior to the end of the school year to attempt to reach consensus on the ratings for each criterion. If there is any disagreement on the rating, the evaluator's rating shall be recorded and the teacher may submit individual comments. Two copies of the final evaluation shall be signed by both the evaluator and teacher to document receipt and completion only, and shall be submitted to the Human Resources office no later than the last day of the school year. The signature of the teacher does not imply that the employee agrees with its contents. If an employee refuses to sign, the evaluator may note that the employee refused to sign on both copies.

8. Criterion Scoring

Each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If the criterion score is not clear, guiding questions from the Washington State framework authors shall be used to reflect on the evidence to determine an informed professional judgment about what the criterion level score should be.

9. 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:

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

*A classroom teacher with a preliminary rating of Distinguished and a Low student growth rating will receive an overall Proficient rating.

10. Student Growth Scoring

- a. Evaluators shall total the raw score on the five (5) student growth indicators embedded in the instructional framework 3.1, 3.2, 6.1, 6.2, and 8.1. The classroom teacher is given a score of Low, Average or High based on the scores below:

- 5-12 – Low*
- 13-17 – Average
- 8-20 – High

In addition, a student growth score of 1 (Unsatisfactory) in any of the rubric rows will result in an overall Low student growth impact rating.

*A classroom teacher with a preliminary rating of Distinguished and a Low student growth rating will receive an overall Proficient rating.

- b. Student Growth Inquiry

Classroom teachers with a Low student growth rating will engage with their evaluator in a student growth inquiry pursuant to WAC 392-191A-100. Within two months of receiving a low student growth score or at the beginning of the following school year, the employee and evaluator will mutually agree upon one of the following:

- i. Examine student growth data in conjunction with other evidence including observation, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices;
- ii. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned;

- iii. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress, best practices related to instructional areas in need of attention, best practices related to student growth data collection and interpretations and/or;
 - iv. Create and implement a professional development plan to address student growth areas.
- c. Classroom teachers with a preliminary rating of Distinguished and a Low student growth rating will receive an overall Proficient rating. Classroom teachers with a preliminary rating of Distinguished and an Average or High student growth rating will receive an overall Distinguished rating.
 - d. Classroom teachers with a preliminary rating of Basic or Proficient and a Low, Average or High student growth rating will receive an overall rating that is the same as the preliminary rating.
 - e. The evaluations of classroom teachers with a preliminary rating of Unsatisfactory and a High student growth rating will be reviewed by the evaluator's supervisor who may adjust the final rating.

D. Focused Evaluation

1. Classroom Teachers on Focused

In the years when a comprehensive summative evaluation is not required, classroom teachers may complete a focused evaluation.

2. Definition of Focused

A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating, plus professional growth activities specifically linked to the selected criteria. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. In the event criterion 1, 2, 4, 5, or 7 is chosen for rating and professional growth a student growth component from 3 or 6 will also be selected. A group of teachers may, but shall not be required to, focus on the same evaluation criteria and share professional growth activities as part of a collaborative process. Teachers can be observed and evaluated as part of that collaborative team process.

3. Goal Setting

- a. Prior to October 15 the teacher and evaluator shall hold a meeting to discuss professional growth activity(ies), student growth measures and student growth goals to be used for the year. The measures and goals may be finalized later in the year, but no later than the end of February, when the goals relate to instruction taking place later in the school year.
- b. Student growth measures will be taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment. Student achievement data must measure growth between two points in time.

- c. Prior to the goal setting discussion with the evaluator, the teacher may complete a self-assessment of their performance under the instructional framework. Sharing the results of the self-assessment with the teacher's evaluator is optional.

4. Gathering of Evidence

See Section 2.C.3.

5. Observation

See Section 2.C.4.

6. Pre-Observation and Post-Observation Conferencing

- a. A pre-observation conference is required.
- b. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria.
- c. A post-observation conference is required and shall be scheduled by the parties within 5 days of the observation to be held within seven (7) days.
- d. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the Instructional Framework rubric, review progress toward student growth, and discuss opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance including, but not limited to, evidence related to those criteria not observed in the classroom.
- e. Pre-observation and post-observation conferences will take place before or after the student day at the request of the teacher.

7. Summative Conference

The evaluator shall provide a preliminary evaluation of the teacher's performance as measured by the instructional framework rubric not later than five days before the scheduled summative conference. The teacher shall review the preliminary evaluation, gather any additional evidence relevant to the criteria and meet with the evaluator prior to the end of the school year to attempt to reach consensus on the ratings for each criterion. If there is any disagreement on the rating, the evaluator's rating shall be recorded and the teacher may submit individual comments. Two copies of the final evaluation shall be signed by both the evaluator and teacher to document receipt and completion only, and shall be submitted to the HR office no later than the last day of the school year. The signature of the teacher does not imply that the employee agrees with its contents.

8. Summative Performance Rating

When an employee has completed a comprehensive evaluation and has received a Level 3 (proficient) or Level 4 (distinguished) and has moved to the focused evaluations, their comprehensive summative scores will remain in effect for any of the subsequent years the employee is on a focused evaluation, unless the employee achieves a Level 4 (distinguished) on the focused evaluation, in which event the employee's summative score will be Level 4 (distinguished).

9. Student Growth Measures

While there is no student growth impact rating, a rating of "1" on any student growth rubric row triggers a student growth inquiry. See Section 2.C.10.b.

Section 3: Provisions Applicable Only to Non-Classroom Teachers

A. Summative Evaluation Track (reference support personnel evaluation forms)

1. Purpose

The primary purpose of the summative evaluation is to assure that certificated staff meet or exceed competence standards authorized by RCW 28A.405.100.

2. Evaluation Criteria

All employees shall be evaluated in accordance with the criteria set forth in Section 5 or 6. Evaluations required hereunder shall be documented on the Personnel Evaluation Program Form for Teachers and/or Support Personnel.

3. Required Observations and Evaluations

- a. All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment.
- b. All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than June 1 of the year in which the evaluation takes place.
- c. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- d. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- e. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made prior to making such a recommendation.

4. Additional Evaluations

In addition to the evaluations required under Section 3.A.3 above, principals and other supervisors may make evaluations at any time during the school year, which evaluations may cover individual observations, or such periods of time as may be identified in the evaluation report.

5. Minimum Observation Criteria

During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be no less than sixty (60) minutes. A minimum of two (2) observations for a total observation time of thirty (30) minutes each shall be required in connection with the observation of new employees under Section 3.A.3.a.

6. Evaluation Procedures

- a. The building principal or his/her designee is responsible for conducting an orientation with the building staff. This should include familiarization with the complete program, criteria, and forms used (Timeline: during the first five (5) days of school).
- b. The specific criteria for employees who are not classroom teachers or certificated support personnel are Instructional Skill, Classroom Management, Professional Preparation and Scholarship, Effort Toward Improvement When Needed, The Handling of Student Discipline and Attendant Problems, Interest in Teaching Pupils, Knowledge of Subject Matter, Communications, and Utilization of Assigned Classified Support Personnel. Media Specialists will be evaluated using the same criteria plus Media Specialists. The specific criteria for support personnel (those certificated as Educational Staff Associates) are Knowledge and Scholarship in Special Field, Specialized Skills, Management of Special and Technical Environment, Professional Preparation and Scholarship, Involvement with Pupils, Parents and Educational Personnel, and Utilization of Assigned Classified Support Personnel.
- c. Following each observation, or series of observations, the evaluator shall promptly document the results and conference with the evaluatee within five (5) school days after the observation. If the evaluatee is not assigned to the evaluator's building on a daily basis, the conference shall be held within ten (10) school days. A copy of the observation and conference report shall be provided the employee within five (5) school days after the observation conference.
- d. The evaluator shall compile evaluation reports on the proper forms (Personnel Evaluation Program). A meeting shall be held between the evaluator and evaluatee to discuss such reports. A copy shall be provided to the evaluatee a minimum of one (1) day prior to the evaluation conference.
- e. The evaluatee shall sign the District's copy of the evaluation report to indicate that he or she has received a copy of the report. The signature of the evaluatee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

- f. Each evaluation report signed and provided to the employee shall be promptly forwarded to the District's Human Resources office for filing in the employee's personnel file.
- g. In the event that any evaluation report indicates that the employee has performance deficiencies in one (1) or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing available resources. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor may prepare and deliver such plan to the employee.

B. Formative Evaluation – Professional Growth Option (PGO)

1. The purpose of the Professional Growth Option (PGO) is a form of personnel evaluation in which the emphasis is on growth and improvement rather than decisions related to probation, renewal, or discharge.
2. Participation in the Professional Growth Option will be voluntary. The employee may remain in the Professional Growth Option until the employee desires to go to the Summative Evaluation Process or unless the District determines the employee is not meeting the performance standards listed in Section 6 or 7.
 - a. If the employee does not meet the performance standards, he/she will be told which specific standard or standards are unsatisfactory and will be moved to the Summative Process for the next evaluation period. Such a decision will be shared at the final PGO meeting.
 - b. Eligibility for the Professional Growth Option shall be based on the previous four (4) years' evaluations. All criteria area categories in these evaluations must be designated as satisfactory.
 - c. Experienced employees new to the District must show proof of four (4) years' satisfactory evaluation and complete one (1) year of satisfactory evaluation in the summative track in the District to qualify for eligibility for PGO.
 - d. After four (4) years on the Professional Growth Option, employees will be expected to retake the PGO training. If the employee fails to take the training, they will be automatically returned to the Long Form (summative) Evaluation Track.
3. Required evaluations during the PGO track will conform to the short form evaluation standards. The evaluator and the employee will mutually agree to use either a thirty (30) minute observation with a written summary or a minimum of two (2) observations totaling sixty (60) minutes without a written summary, but with a written evaluation. Observations shall be cumulative and made during the course of the routine work day. The summary statement at the bottom of the evaluation verification form shall serve as the written summary and/or the written evaluation.

4. Evaluation Procedures

a. Goal Setting

Goals set by each certificated staff member will serve as the basis for the professional growth plan. Categories of goals to be considered are:

- i. Employee Goals: These are directly related to professional practice.
- ii. Student Goals: These goals relate to desired student outcomes.
- iii. Program Goals: These goals relate to curriculum development and committee involvement.
- iv. Professional Goals: These goals are usually less measurable by a supervisor, yet are frequently complementary to the employee, student and program goals, allowing for growth outside the restrictions of the District.

b. Personal Goals

These goals again are usually less measurable by the supervisor, yet play an important role in the growth of the individual.

- i. A maximum of three goals, one of which must be an employee goal, will be developed and recorded on the goal setting form by the first school day in October. Participants are encouraged to set goals collaboratively with colleagues and/or administrators.
 - ii. A mid-year review shall be made by the last school day in February to discuss progress on goal attainment and to refine or update any need for resources. This meeting shall be documented on the goal setting form.
 - iii. A final meeting shall be held by the last school day in May. At this meeting the employee and evaluator will assess progress toward goal attainment and verify, using the Evaluation Verification Form, that the employee has met performance standards in Article VIII Section 6 or Section 7.
 - iv. Materials, records, or portfolios developed as a result of the individual's participation in the professional growth program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee's personnel file or used by the District for evaluation or disciplinary action.
- c. Employees wishing to participate in the Professional Growth Option agree to attend a three (3) hour orientation meeting provided by the District. The in-service shall include a review of PGO and training in goal setting, and shall be held each spring.

Section 4: *Intensive Assistance – Support for Classroom Teacher Basic and Unsatisfactory Ratings*

- A. The Association President will be notified by March 1 when any teacher is judged below an overall summative score of three (3) Proficient.
- B. In the event that any evaluation report indicates that the employee has a one (1) Unsatisfactory or two (2) Basic criteria scores, the principal or other supervisor and the employee will develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing available resources. Additional supports may include, but are not limited to: a review of class sizes, class loads, assignments, and class preparations; opportunities to observe colleagues; university course work; peer or instructional coaching; reading material; and staff development courses. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor may prepare and deliver such plan to the employee.

Section 5: *Provisional Classroom Teachers*

The Association and the District are equally committed to the success of provisional employees. Towards that end, performance concerns shall be addressed with the employee when concerns of deficiencies are initially identified. Performance will be discussed during the mid-year formative conference in Section 2.C.6. Appropriate and reasonable forms of assistance and/or coaching shall be offered to the employee. Employees are expected to be responsive to improvement needs and to demonstrate initiative in seeking and accessing assistance. The provisions of this section shall not impact the authority of the District to non-renew a provisional employee under RW 28A.405.220.

Section 6: *Probation*

Any employee whose work is judged unsatisfactory, based upon the evaluation criteria, shall be placed in a probationary status any time after October 15, and shall be given sixty (60) school days to demonstrate improvement in his/her areas of deficiency.

A. Step 1 – Supervisor's Report

In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent. The employee may request a conference with the Superintendent within five (5) work days of the evaluation conference. The employee has the right to representation at this meeting. The purpose of this meeting will be to review the probationary evaluation. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Section 2.C.7-10 or Section 3.A.6.d-f;
2. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.

B. Step 2 – Establishment of Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in probationary status beginning any time after October 15 and ending after sixty (60) school days. Upon being placed on probation, the employee shall be given written notice of the action of the Superintendent, and such notice shall contain the following information:

1. Specific areas of performance deficiencies;
2. A suggested specific and reasonable program for improvement;
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.

C. Step 3 – Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the principal or other administrator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the principal or other administrator shall authorize additional administrators to evaluate the probationer and to aid the employee in improving his/her areas of deficiency.
2. During the probationary period, the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 2.C.4.i and 2.C.7 or Section 3.A.6.c and Section 3.A.6.e shall apply to the documentation of evaluation reports during the probationary period.
3. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation.

D. Step 4 – Supervisor's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period. Such report shall identify whether the performance of the probationary employee has improved and shall set forth one (1) of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status;
2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

E. Step 5 – Action by the Superintendent

1. Following a review of any report submitted pursuant to Paragraph D above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A.405.210, provided that such probable cause determination shall not apply to any provisional employees.
2. Violation, misinterpretation, or misapplication of these evaluation procedures shall be covered by the Grievance Procedure in this Agreement. In the event that the evaluation results in nonrenewal, procedures established under applicable stated laws shall take precedence.
3. If a 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.

F. The following are four specific provisions are applicable to classroom teachers who have been transitioned to the revised evaluation system:

1. The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is judged not satisfactory:
 - a. Unsatisfactory; or
 - b. Basic if the classroom teacher is a continuing contract employee with more than five years of teaching experience and if the Basic comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
2. A classroom teacher 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 or fewer years of experience, or of Proficient or above for a continuing contract employee with more than five years of experience.
3. 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 an 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 and selected from a list of evaluation specialists compiled by the

educational service district. The additional evaluator will use the same evaluation process in this Article and RCW 28A.405.100.

Section 7: Performance Standards for Competency – Support Personnel

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

Support personnel who demonstrate a satisfactory level of knowledge and scholarship in their special field:

- 1.1 understand basic principles of human growth and development;
- 1.2 provide a rationale for procedures based on research, data, and field practices;
- 1.3 make referrals when appropriate;
- 1.4 use their expertise in the development of programs and services;
- 1.5 understand the program components of the building in which they operate.

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

Support personnel who demonstrate satisfactory specialized skills:

- 2.1 administer assessment procedures;
- 2.2 synthesize and integrate testing and non-testing data concerning the student;
- 2.3 assist staff to utilize specialized data in program development;
- 2.4 design and/or implement specialized programs and services of prevention, instruction, remediation, and evaluation.

Criterion 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT. Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs. Support personnel who demonstrate satisfactory ability to manage special and technical procedures according to the established standards;

- 3.2 understand the limitations of devices, materials, and procedures;
- 3.3 protect the privacy of students and family information;
- 3.4 maintain up-to-date and accurate student records.

Criterion 4: PROFESSIONAL PREPARATION AND SCHOLARSHIP.

Support personnel who demonstrate satisfactory professional preparation and scholarship:

- 4.1 adhere to building/District policies, state/federal law, and the professional code of conduct;
- 4.2 participate in professional activities of the District and state;
- 4.3 keep current with new developments, ideas, and events in their special fields.

Criterion 5: INVOLVEMENT WITH PUPILS, PARENTS, AND PERSONNEL. Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Support personnel who demonstrate satisfactory involvement with pupils, parents, and personnel:

- 5.1 listen actively;
- 5.2 respond in an appropriate and respectful manner;
- 5.3 answer inquiries in a timely and professional manner;
- 5.4 collaborate when appropriate;
- 5.5 initiate communication when necessary;
- 5.6 share ideas and resources with others;
- 5.7 contribute to and participate in group decision-making processes;
- 5.8 interpret and communicate data;
- 5.9 present information to groups in a clear and articulate manner.

Criterion 6: UTILIZATION OF ASSIGNED CLASSIFIED SUPPORT PERSONNEL. In collaboration with his/her building administrator, support personnel:

- 6.1 establishes and communicates expectations, routines, and procedures;
- 6.2 establishes collaborative processes;
- 6.3 provides feedback on performance;
- 6.4 demonstrates skills of supervision;
- 6.5 provides input for evaluation.

ARTICLE IX – GRIEVANCE PROCEDURE

Section 1: *Administration*

A. Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

A “grievant” shall mean (1) an employee having a grievance, or (2) the Association having a grievance.

B. Consolidation of Grievances

In connection with grievances by multiple grievants dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Step One. For grievances by multiple grievants dealing with the same issue but different administrators, they shall be consolidated at Step One for the same administrators and at Step Two for further proceedings. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step Two.

C. Rights to Representation

A grievant may be represented at all stages of the grievance procedure by himself/herself, and at his/her option, by an Association representative selected by the Association. Any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.

D. Time Limitation

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within thirty (30) days of the occurrence of which the grievant complains or thirty (30) days of the time when the grievant could reasonably have been expected to have learned of the occurrence of which he/she complains, whichever is later, or the grievance will be deemed waived. If the stipulated time limits are not met by the District at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived.

Section 2: *Procedures*

The parties agree that it is desirable for problems to be resolved between the employee and his/her immediate supervisor, and nothing herein shall prevent an employee from taking up any claimed grievance with his/her immediate supervisor before formal filing of said grievance.

A. Step One

Within thirty (30) days of the date an alleged grievance occurs, the grievant must present the grievance in writing to the immediately involved administrator (Step One Grievance Form located in Appendix 8),

who will arrange for a meeting to take place within four (4) days after receipt of the grievance. Said administrator shall provide the grievant and the Association with a written answer to the grievance together with the reasons for the decision within four (4) days after the meeting (Step One Grievance Form-back located in Appendix 8B).

B. Step Two

If the grievance is not settled at Step One, then the grievance may be referred in writing to the Superintendent or his/her designee within ten (10) days after the grievant's receipt of the administrator's answer at Step One, (Step Two Grievance Form located in Appendix 9). The written grievance shall give a clear and concise statement of the alleged grievance, including the facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, the issues involved, and the remedy sought. The Superintendent or designee shall arrange for a meeting with the grievant to take place within seven (7) days of receipt of the appeal.

The parties shall have the right to include in the meeting such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Each party shall pay for its witnesses. Upon conclusion of the meeting, the Superintendent or designee will have seven (7) days to provide a written decision, together with the reasons for the decision to the Association and grievant, (Step Two Grievance Form - back located in Appendix 9B).

C. Step Three – Binding Arbitration

If the grievance is not settled at Step Two, the grievant may, within ten (10) days after receipt of the Superintendent's or designee's answer to Step Two, request in writing that the Association submit his/her grievance to arbitration (Step Two Grievance Form – back). The Association may, by written notice to the Superintendent within seven (7) days after receipt of the request from the employee, submit the grievance to binding arbitration (Step Three Grievance Form located in Appendix 10). Arbitration shall be conducted in accordance with provisions which follow:

1. Selection of Arbiter by Agreement

In regard to each case that reaches arbitration, the parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of "2" below (Selection of the Arbiter by American Arbitration Association) shall apply to the selection of an arbiter.

2. Selection of the Arbiter by American Arbitration Association

In the event an arbiter is not agreed upon as provided in "1" above, the parties shall jointly request the services of the American Arbitration Association. The arbiter shall be selected by the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceeding.

D. Arbitration Rules of Procedure

Arbitration proceedings shall be in accordance with the following:

1. The arbiter shall have no power to alter, add to, or subtract from the terms of this Agreement. He/she shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and should render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the completion of the hearing. Neither party shall be permitted to assert in the arbitration proceedings any evidence which change the issues submitted at Step Two. Upon request of either party, the merits of a grievance and the arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbiter; provided the arbiter shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance. Upon request of either party, the arbitrability of the grievance shall be determined by an arbiter in accordance with the rules and procedures of the American Arbitration Association.
2. The arbiter shall issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
3. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement in the presence of both parties.
4. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
6. The costs for the services of the arbiter, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be shared equally by the District and the Association. All other costs will be borne by the party incurring them.
The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic costs.

Section 3: *Binding Effect of Award*

All decisions arrived at under the provisions of this grievance procedure, by the representatives of the District and the Association, or the arbiter, shall be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 4: *Time Limitation as to Back Pay*

Grievance claims regarding retroactive compensation shall be limited to the effective beginning date of this Agreement; provided, however, that this limitation may be waived by mutual consent of the parties.

Section 5: *Exceptions to Time Limits*

The time limits set forth in this grievance procedure may be extended by mutual written agreement.

Section 6: *Signing Grievance Does Not Concede Arbitrable Issue*

The signing of any grievance by any employee or representative of either the District or the Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

Section 7: *No Reprisals or Harassment*

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in any grievance. There will be no harassment of Board members, administrators, or grievants during the processing of a grievance or thereafter.

Section 8: *Information for Grievance Processing*

The District will furnish the Association information relating to the processing of any grievance.

Section 9: *Continuity of Grievance*

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

ARTICLE X – PROGRAM, SERVICE, AND STAFF ADJUSTMENTS

Section 1: *General Commitments*

- A. An opportunity will be provided for the certificated staff to make input on program, service, and staff adjustments prior to the time that a final decision is made by the Board.
- B. The number of staff members retained will be determined by program needs and the financial resources available.
- C. If staff reduction is necessary, care will be taken to see that the release of staff members does not reflect upon their professional competency or ethics.

Section 2: *Factors to be Considered in Program, Service, and Staff Adjustments*

If the educational program and services of the District must be reduced because of lack of financial resources, the following factors shall be taken into consideration in determining the program and services to be retained, reduced, or eliminated:

- A. The program to be retained shall attempt to minimize the consequences of program reduction upon the students in the classroom.
- B. Priority will be given to those instructional materials used by students in fulfilling basic classroom objectives.
- C. Every effort will be made to maintain categorical programs to the limit of available categorical revenues.

Section 3: *Procedures for Budget and/or Program Reduction*

- A. In the event of a special levy failure:
 - 1. The Superintendent will convene, within ten (10) school days, an advisory committee for the purpose of reviewing and recommending proposed changes necessary to reduce the budget. The advisory committee will include two (2) LEA representatives selected by LEA. The Superintendent or designee will chair all meetings.
 - 2. The Superintendent and the advisory committee will meet with the Budget Committee of the Board of Directors to make recommendations on proposed budget reductions.
- B. In the event of other actions causing substantial loss or reduction of revenue, the District will invite recommendations from the Association in the early stages of planning and, if requested, will meet with representatives of the Association to discuss those recommendations. Administrative recommendations for such reductions will be presented to the Association at least two (2) weeks prior to presentation to the Board of Directors.
- C. In the event that a substantial loss or reduction of funds is restored within one (1) year of the implementation of the reduction, the Board of Directors will restore the program, services, and staff which were reduced because of the loss of reduction of those funds, so long as there is sufficient enrollment.
- D. Administrators will prepare a list of certificated personnel, following the procedures delineated in Section 4 below, to provide the reduced education program.

Section 4: *Procedures for Staff Reduction*

- A. Certificated personnel not working under this Agreement will not be included or added to any category or seniority list of employees included in the bargaining unit.
- B. In the event that it is necessary to reduce the number of certificated employees, those certificated employees who will be retained to implement the District's reduced program and those certificated employees who will be terminated from employment will be identified by using the procedures set forth in Section 3 and 4.

- C. The District will determine as accurately as possible the total number of certificated staff known to be leaving the District for reasons of retirement, normal resignations, leaves, discharge or nonrenewal, etc., less those returning from leave, and any vacancies will be taken into consideration in determining the number of available certificated positions for the following year.
- D. Possession of/or eligibility for any valid Washington State Certificate (by May 15) which may be required for the position(s) under consideration shall be prerequisite for retention in all positions.
- E. The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions, to allow for the least disruption of the ongoing program, and to be in accordance with the reduced programs and services as established by the Board. Additional categories or specialties shall be developed, if there is a need, by mutual agreement of the Association and Board.
1. Generalist – Elementary, except those listed in Paragraph 4 and 5 below, will be considered for retention in one (1) category (K-5 Elementary Education – includes Elementary Reading Specialists).
 2. Generalist – Middle School (includes Language Arts, Socials Studies, and Reading), except those listed in Paragraph 4 and 5 below, will be considered for retention in one (1) category (6-8). Separate categories will be established for Science and Mathematics teachers in grades 6-8.
 3. 9-12 teachers, except those listed in Paragraphs 4 and 5 below, will be considered for retention by state-recognized endorsements (WAC 181-82A-202).
 4. 6-12 teachers, except those listed in Paragraph 2 above and 5 below, will be considered for retention by the following teaching specialties: Art, Choral Music, Health (non-vocational), Home & Family Life (non-vocational), Instrumental Music (Band), Instrumental Music (Orchestra), Music, Physical Education, Technology Education (non-vocational).
 5. Other certificated staff members will be considered for retention according to their specialties: K-5 Counselors, *K-5 Learning Resources, *K-5 Music Specialists, *K-5 Physical Education Specialists, *Elementary Teacher of the gifted, P-3 Early Childhood Special Education, K-12 Special Education, 6-12 Counselors, 6-12 Learning Resources, Communications Disorder Specialists, Nurses, Psychologists, Physical Therapists, Occupational Therapists, and English as a Second Language (K-12).
- *If any of these specialists' positions are reduced, individuals who are affected shall receive actual FTE credit for each year of services as a specialist, accumulated from year to year, and shall be included in seniority calculations within the K-5 generalist category. To be included in the K-5 generalist category, an individual must be certificated to teach K-8 elementary education.
- F. Each certificated staff member shall, in accordance with the criteria set forth in Section 4.G hereof, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures.

For the purpose of consideration for retention in the category or specialty appropriate to an employee's present position, an employee is performing in any given category if 0.3 FTE (based upon the number of

teaching periods customarily performed by a full-time employee) or more of such employee's assignment is devoted to such category.

Certificated employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or designee provided that, in order to qualify for consideration in any such additional category, the employee:

1. Must have had a minimum of one (1) full year of professional experience teaching in each such additional category. Employees who, by part-time assignments, have accumulated the equivalent of one (1) full year of full-time experience in an additional category satisfy the requirements of one (1) full year of experience with respect to such additional category.
 2. All requests for consideration in additional categories shall be submitted in writing according to the provisions of Section 5. Employees will only be considered for additional categories if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.
- G. Certificated employees shall be considered for retention in available positions within the categories or specialties for which they qualify under Section 4.F hereof. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be recommended for retention.
1. Total seniority as a certificated employee shall be the basis for retention for those categories and specialties identified in Section 4.E above. Within each such category or specialty, the senior employee(s) shall be recommended for retention. In the event ties exist, the determining factor shall be seniority within the District as determined by the official Board action as shown in Board minutes. If ties still exist, the certificated employee in the highest column for education training as accepted by the District on the salary schedule shall have preference. In the event that ties still exist, the employee(s) with the greatest number of credits accepted by the District and recorded in the Human Resources office as of March 1 shall have preference. If ties remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.
 2. "Seniority" within the meaning of Section 4.F.1 shall mean years of certificated experience of the nature eligible for recognition by the District for salary purposes, regardless of whether actually recognized on a given salary schedule.
 3. "Year of professional experience" means 1.0 full-time equivalent (FTE) teaching experience in that category. For example, teaching one (1) period in a category for two (2) semesters counts as 0.2 FTE, teaching two (2) periods for two (2) semesters counts as 0.4 FTE, etc.
- H. The provisions of Section 4.A through G above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary unless the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, then implementation shall be no later than June 15th. The Superintendent shall take such action as may be required by statute or court rulings to non-renew or adversely affect the employment contracts of affected employees.

- I. All certificated personnel who are terminated from employment shall be placed in an employment pool for possible reemployment for a period of up to one (1) year. The Board of Directors will grant an extension for an additional year upon receiving a written request from the individual. Employment pool personnel will be given the first opportunity to fill open positions within the categories or specialties identified in Section 4.E for which they are qualified under Section 4.F. If more than one such employee is qualified for an open position, the criteria set forth in Section 4.G shall be applied to determine who shall be offered such position.
- J. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or designee in writing between January 1 and January 31 if such employee wishes to remain in the employment pool for the balance of the one (1) year period. If such notification is not received, the name of any such employee shall be dropped from the employment pool. Personnel in the employment pool shall keep the District Human Resources office advised of their current address.
- K. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual(s) will be by certificated mail to the employee's residence as recorded in the Human Resources office or by personal delivery. Such individual will have five (5) calendar days (excluding Saturdays, Sundays, and holidays) from the receipt of the written offer or ten (10) calendar days (excluding Saturdays, Sundays, and holidays) from the date of mailing, whichever occurs first, to accept the position in person or in writing. If an individual fails to accept a position offered, such individual will be dropped from the employment pool.
- L. The District will utilize employment pool personnel as substitutes on a first priority basis.

Section 5: *Employee Seniority and Category Lists*

- A. By January 15 of each year, the District will send a form to each employee asking the employee to update his/her records of employment category qualification and to verify his/her seniority. Each employee shall be required to identify, by January 31 all employment categories for which he or she may be qualified. The submission of this information shall be on a form provided by the District.
- B. By February 15 of each year, the District will provide to each work site Preliminary Employee Seniority and Category Lists for each employment category listed in Section 4.E(1-5). Any employee who believes that an error has been made in his/her placement on one (1) or more employee lists must notify the District Human Resources office of the alleged error by March 1.
- C. By March 15, the District will provide to each work site Final Employee Seniority and Category Lists. The Final Employee Seniority and Category Lists shall be the basis on which layoff and recall decisions are made.

Section 6: *Decisions of the Board*

Assuming the Board follows the guidelines and procedures in Article X – Program, Service, and Staff Adjustments, the decision(s) of the Board shall not be grievable by the Association officer acting on behalf of the Association.

ARTICLE XI – COMMITTEES

For all committees in Article XI and special Board committees that include Association members, the District shall provide to the Association, on request and if the document(s) exist, meeting dates, agendas and meeting notes.

Section 1: *Activities Review Committee*

- A. The Activities Review Committee will be a continuing joint committee representing both the District and the Association.
- B. The committee will be composed of:
 - 1. five (5) members appointed by the District, and
 - 2. five (5) members appointed by the Association.
- C. The committee will:
 - 1. provide for ongoing monitoring of the student activities program, advisor responsibilities and compensation, and
 - 2. respond to specific charges developed mutually by the Association and the District.
- D. All committee recommendations will be submitted to both the District and the Association.

Section 2: *Employee Relations Committee*

The Association and the District agree to the use of a regularly scheduled Employee Relations Committee. The committee shall consist of at least the Association President and the District's Assistant Superintendent of Human Resources, and others invited by those two. The committee shall develop a schedule of meetings in September for the purpose of discussing issues of importance to District/Association relationship, resolving problems arising from contractual interpretations, and address other issues that are deemed important. The procedures for committee operation shall be established by the committee in September. Such procedures shall include the use of agendas, the keeping of notes, and the establishing of a regular meeting time and location.

Section 3: *District Calendar Committee*

The Association will designate two representatives to the District calendar committee made up of representatives of each bargaining unit and employee group. Prior to December 1 the District Calendar Committee shall transmit its recommendations for the subsequent school year calendar to the Board of Directors.

- A. The semester end date will be on at least the ninetieth (90th) day of school.

- B. An unpaid day shall be provided the day after the first semester is scheduled to end to help transition students and teachers between semesters.
- C. Broadway's calendar will include an equivalent number of days scheduled off to reciprocate the hours required for the August clinic which requires working days before the start of the school year. These days shall include the 3 weekdays prior to Thanksgiving, the day before Winter break, the day before Spring break, and an additional agreed upon day by District and Association as needed to reciprocate the hours worked before the start of the school year.

Section 4: *Professional Development Committee*

The Professional Development Committee shall be comprised of sufficient Association representatives from each grade band, content area, and the District. Association representatives shall be appointed by the Association. It is a responsibility of the committee to assist the District in the planning and implementation of District-wide professional development activities. This committee will meet at least annually to assess the professional development needs of the District. The committee will consider changes in curriculum, policies, and law that impact instruction when planning professional development activities. The committee will also consider and recommend other instructional improvement projects.

- A. To aid the Professional Development Committee the District will compile and distribute the results of a survey of employees to identify areas of need in continuing education offerings and professional development.
- B. The Professional Development Committee will plan at least thirty (30) clock hours of continuing education or professional development opportunities that meet certification renewal requirements, including STEM, CTE and teacher evaluation requirements annually.

For employees requiring suicide prevention training, a three (3) hour staff development class will be provided annually which will meet the requirements of RCW 28A.410.226.

Section 5: Instructional Committees

LEA shall be informed of and given the option of adding a representative to all mutually identified committees impacting the instruction system. These committees shall be identified at monthly Employee Relations Committee meetings. Each committee shall have a communications plan to share the progress and results of the committee. The Employee Relations Committee shall identify a standard protocol/template for such communication plans.

ARTICLE XII – DURATION

This Agreement shall become effective September 1, 2022, remaining in full force and effect until August 31, 2025. This agreement shall not be extended orally.

This Agreement may be altered, changed, added to, deleted from, or modified by the mutual consent of the District and the Association.

Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, agreement on a successor Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

This Agreement may be reopened by either party to address changes in a school's daily student structure if it impacts terms and conditions of employment, or at least ninety (90) days prior to the commencement of a new school year to bargain the impact on wages, hours and working conditions of new state requirements.



For the District

7/7/22
Date



For the Association

7/7/2022
Date

APPENDIX 1
LEA STIPENDS OR HOURLY RATES AND FACTORS

SUBSTITUTE TEACHER PAY

Number of Days	Daily Rate of Pay
0-45	\$195.00
46-90	\$205
91 +	per diem
Standard Cost of Substitute	\$214.50

LEA POSITIONS

RATE

Counselors – High School	Ten (10) days at per diem, adjusted by FTE
Counselors – Middle School	Ten (10) days at per diem, adjusted by FTE
Counselors – Elementary	up to one (1) day at per diem
Curriculum Rate	Per diem rate at BA+0, Step 0 rounded to lower dollar
Dean of Students	Twenty (20) days at per diem, adjusted by FTE
Duties Beyond Regular Season	0.025 of Stipend
Elementary Safety Patrol Coordinator	\$1,500
Elementary Split Class	10% of the base salary BA+0
Home & Hospital	\$30.00 per hour
OT/PT/SLP/Vision	Six (6) days at per diem, adjusted by FTE
Nurses	Eight (8) days at per diem, adjusted by FTE
PLC/ Facilitator	\$1,200 Stipend
Psychologist	Ten (10) days at per diem, adjusted by FTE
Special Education Teacher	Seven (7) days at per diem, adjusted by FTE
Special Education Teacher (District Program only)	\$2,000 annual stipend
Teaching in Multiple Buildings	10% of the base salary BA+0
WaKids Evaluations	One (1) day at per diem

APPENDIX 2
LONGVIEW EDUCATION ASSOCIATION

Activity Positions

This Appendix will increase annually by the state inflationary adjustment Implicit Price Deflator (IPD)

Assignments	Amount per Position
TIER 1	
HS Band	\$7,040
TIER 2	
Drama (per production)	\$4,400
HS Chorus	\$4,400
Yearbook (no class)	\$4,400
ASB Advisor/Leadership	\$4,400
TIER 3	
Yearbook (in-school class)	\$3,410
Newspaper (no class)	\$3,410
Music Director - Fall Musical	\$3,410
HS Orchestra	\$3,410
TIER 4	
HS Knowledge Bowl	\$2,420
HS Science Olympiad	\$2,420
HS Math Team	\$2,420
HS Senior Class	\$2,420
HS CTE w/ State/Nat'l Travel	\$2,420
TIER 5	
MS Music	\$1,980
TIER 6	
HS CTE w/out State/Nat'l Travel	\$1,408
HS Honor Society	\$1,408
HS Junior Class	\$1,408
HS Language Club	\$1,408
HS Art Club	\$1,408
HS ASB Clubs/class (6)	\$1,408
TIER 7	
MS Activity/Club (9)	\$1,100
TIER 8	
ES Activity/Club (27)	\$550

APPENDIX 3

For Year 20____-20____

LONGVIEW SCHOOL DISTRICT NO. 122 Personnel Evaluation Program Support Personnel

	Type of Evaluation
NAME _____	Annual
SCHOOL _____	Other
TEACHING ASSIGNMENT _____	
<i>(If less than full time, specify)</i>	

It is my judgment, based upon the adopted criterion, that this teacher's overall performance has been _____ during the evaluation period covered in this report.
satisfactory or unsatisfactory

Principal's Signature _____ Date _____

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

CATEGORIES (Refer to list of adopted criteria)	STRENGTHS; WEAKNESSES; SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category)
1) Knowledge and Scholarship in Special Field 1.1 understand basic principles of human growth and development; 1.2 provide a rationale for procedures based on research, data, and field practices; 1.3 make referrals when appropriate; 1.4 use their expertise in the development of programs and services; 1.5 understand the program components of the building in which they operate.	
2) Specialized Skills 2.1 administer assessment procedures; 2.2 synthesize and integrate testing and non-testing data concerning the student; 2.3 assist staff to utilize specialized data in program development; 2.4 design and/or implement specialized programs and services of prevention, instruction, remediation, and evaluation.	

<p>3) Management of Special and Technical Environment</p> <p>3.1 conduct testing procedures according to the established standards;</p> <p>3.2 understand the limitations of devices, materials, and procedures;</p> <p>3.3 protect the privacy of students and family information;</p> <p>3.4 maintain up-to-date and accurate student records.</p>	
<p>4) The Support Person as a Professional</p> <p>4.1 adhere to building/District policies, state/federal law, and the professional code of conduct;</p> <p>4.2 participate in professional activities of the District and state;</p> <p>4.3 keep current with new developments, ideas, and events in their special fields.</p>	
<p>5) Involvement in Assisting Pupils, Parents, and Educational Personnel</p> <p>5.1 listen actively;</p> <p>5.2 respond in an appropriate and respectful manner;</p> <p>5.3 answer inquiries in a timely and professional manner;</p> <p>5.4 collaborate when appropriate;</p> <p>5.5 initiate communication when necessary;</p> <p>5.6 share ideas and resources with others;</p> <p>5.7 contribute to and participate in group decision-making processes;</p> <p>5.8 interpret and communicate data;</p> <p>5.9 present information to groups in a clear and articulate manner.</p>	
<p>6) Utilization of Assigned Classified Support Personnel</p> <p>6.1 establishes and communicates expectations, routines, and procedures;</p> <p>6.2 establishes collaborative processes;</p> <p>6.3 provides feedback on performance;</p> <p>6.4 demonstrates skills of supervision;</p> <p>6.5 provides input for evaluation.</p>	

One of the purposes of teacher evaluation is to provide a basis for career planning and individual growth and development. The purpose of this particular part of the staff improvement process is to provide the evaluator and evaluatee with space to delineate:

1. In what areas has the individual shown development and growth?

2. Specific goals recommended for growth and development during the next evaluation period.

3. Employee's Comments:

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

Signature

Date

APPENDIX 4

LONGVIEW SCHOOL DISTRICT NO. 122
Professional Growth Option
Goal-Setting Form – Support Personnel

NAME _____ DATE _____

BUILDING _____ GRADE _____ SUBJECTS _____

One of the following sources of information shall be used by certificated classroom teachers in developing professional growth plans: (1) Peer review and evaluation, (2) input by parents, (3) input by students, (4) personal and/or professional goals, (5) school district goals, (6) building goals, (7) self-assessment (8) personal academic records, and (9) school district evaluations. (WAC 392.192.050)

Self-assessment instruments to be used: _____

Goal Setting Conference held: Date _____ Initials _____ / _____
(Employee) (Supervisor)

GOALS:

Mid-term review held: Date _____ Initials _____ / _____
(Employee) (Supervisor)

CATEGORIES (Refer to list of adopted criteria)	Satisfactory	Needs Improvement	Unsatisfactory
1) Knowledge and scholarship in special field			
2) Specialized skills			
3) Management of special and technical environment			
4) Professional preparation and scholarship			
5) Involvement with pupils, parents, and personnel			
6) Utilization of assigned classified support personnel			

End-of-year meeting held: Date _____ Initials _____ / _____
(Employee) (Supervisor)

White: Personnel File

Yellow: Employee/Final Copy

Pink: Supervisor

Goldenrod: Employee Initial Copy

APPENDIX 5

LONGVIEW SCHOOL DISTRICT NO. 122
Professional Growth Option
Evaluation Verification Form – Support Personnel

Name _____ School _____

School
Year _____ Supervisor _____

Grade _____ Subject(s) _____

At least one of the following sources of information shall be used by certificated classroom teachers and certificated support personnel in developing professional growth plans: (1) Peer review and evaluation, (2) input by parents, (3) input by students, (4) personal and/or professional goals, (5) school district goals, (6) building goals, (7) self-assessment, (8) personal academic records, and (9) school district evaluations. (WAC 392.192.050)

Identify Self-Assessment Instrument(s) Used _____

To be completed by supervisor:

☐ Planning worksheet was completed and participation in the Professional Growth Program was verified.

Through routine observation:

_____ 's overall performance meets the performance standards _____
or does not meet the performance standards _____ as defined by the Collective Bargaining
Agreement in Section 9 or Section 10. For the next evaluation period, he/she will be returned to PGO
_____ or the Summative Process (long form) _____.

Date _____ Staff Member _____
Signature

Date _____ Supervisor _____
Signature

White: Personnel File

Pink: Supervisor

Yellow: Employee

APPENDIX 6

Substitute Teacher Observation Report LONGVIEW SCHOOL DISTRICT NO. 122

NAME _____ DATE _____

BUILDING _____ DATES SUBSTITUTED _____

SUBJECT AREAS _____

It is my judgment, based upon the adopted criterion, that this substitute's overall performance has been _____ during the period covered in this report.
satisfactory or unsatisfactory

Criterion 1: **PROFESSIONAL RESPONSIBILITIES**: The substitute employee demonstrates, in his or her performance, a satisfactory level of professional responsibilities.

- 1.1 Reports to school at least one-half hour before students arrive and stays one-half hour after students are dismissed unless other arrangements are approved by the building principal;
- 1.2 Follows plans which have been prepared by the regular employee and is flexible enough to adopt the plans and lessons to their own skills and training;
- 1.3 Evaluates students' written and oral work and leaves a written report for the regular teacher;
- 1.4 Prepares a written report to the regular employee indicating the lesson material covered, assignments made, special problems, and any suggestions for follow-up lessons;
- 1.5 Recognizes conditions which may lead to disciplinary problems and develops appropriate strategies for preventing such problems;
- 1.6 Provides a classroom climate conducive to student learning;
- 1.7 Follows building procedures, District policies and administrative procedures, and state laws as they perform their duties as a substitute.

The principal or designee is to comment on the performance of the substitute as determined by the adopted criterion.

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

Principal

Substitute Teacher

APPENDIX 7

LONGVIEW SCHOOL DISTRICT PLC FACILITATOR REPORT

NAME: _____

FOR YEAR 20__ - 20__

SCHOOL: _____

TEAM: _____

It is my judgment that this individual's overall facilitation has been (unsatisfactory, basic, proficient or distinguished) during the facilitation term covered in this report.

Principal's Signature

	Meets Expectation	Does Not Meet Expectation
1. Creates and disseminates weekly agenda.	_____	_____
2. Gathers materials/data as needed.	_____	_____
3. Delegates assignments as needed.	_____	_____
4. Facilitates a five-step weekly meeting.	_____	_____
5. Provides immediate professional development within a meeting.	_____	_____
6. Ensures team process fidelity.	_____	_____
7. Provides meeting minutes by Friday of each week.	_____	_____
8. Attend leadership meetings as needed.	_____	_____

Comments:

Facilitator Signature

Date

APPENDIX 8

STEP ONE GRIEVANCE FORM

FORMAL GRIEVANCE PRESENTATION

(To be completed by employee or the Longview Education Association and submitted to his/her immediate supervisor or other appropriate administrator before proceeding to the Superintendent or designee)

EMPLOYEE _____	DATE OF FORMAL PRESENTATION _____
ASSOCIATION PRESIDENT OR DESIGNEE _____	
SCHOOL _____	PRINCIPAL _____

STATEMENT OF GRIEVANCE

(Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought).

Signature of Employee or Association

Date

(Disposition of grievance is on the reverse side.)

APPENDIX 8B

STEP ONE GRIEVANCE FORM (Back)

The administrator shall provide the employee and the Association with a written answer to the grievance together with the reasons for the decision within four (4) days after the meeting.

DATE OF DECISION _____

Signature of Administrator

EMPLOYEE'S RESPONSE: (To be completed by employee within ten (10) days of the decision.)

I accept the above decision of the principal (or other administrator)

I hereby refer the above decision to the Association for appeal to the
Superintendent of Schools or designee.
(Please complete Step Two grievance form)

DATE OF DECISION _____

Signature of Employee

APPENDIX 9

STEP TWO GRIEVANCE FORM

NOTIFICATION OF APPEAL

(To be completed by the employee or the Longview Education Association and submitted to the Superintendent or designee.)

DATE OF FORMAL PRESENTATION
TO IMMEDIATE SUPERVISOR

EMPLOYEE _____

ASSOCIATION PRESIDENT
OR DESIGNEE _____

SCHOOL _____ PRINCIPAL _____

STATEMENT OF GRIEVANCE

(Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought).

IN ACCORDANCE WITH STEP TWO OF THE GRIEVANCE PROCEDURE, THE LONGVIEW EDUCATION ASSOCIATION HEREBY NOTIFIES YOU THAT THIS GRIEVANCE IS BEING APPEALED.

DATE

SIGNATURE

(disposition of grievance is on the reverse side)

APPENDIX 9B

STEP TWO GRIEVANCE FORM (Back)

The Superintendent or designee shall provide the employee and the Association with a written answer to the grievance together with the reasons for the decision within seven (7) days after the meeting.

DATE OF DECISION _____

Signature of Superintendent or Designee

EMPLOYEE'S RESPONSE: (To be completed by employee within ten (10) days of the decision.)

Employee and/or Association accept the above decision of the Superintendent or designee.

Employee and/or Association hereby appeal, through the Association, for binding arbitration in compliance with Step Three.
(Please complete Step Three Grievance Form)

DATE OF RESPONSE _____

Signature of Employee and/or Association

APPENDIX 10

STEP THREE GRIEVANCE FORM

(To be completed by the Association President within seventeen (17) days after receipt of the Superintendent's or designee's answer at Step Two.)

EMPLOYEE _____ DATE OF FORMAL
PRESENTATION _____

ASSOCIATION PRESIDENT
OR DESIGNEE _____ DATE REQUEST RECEIVED
FOR ARBITRATION _____

Signature of Superintendent or Designee

DETERMINATION BY THE ASSOCIATION:

DATE OF DETERMINATION _____

Signature of Association President

APPENDIX 11
Longview Education Association Salary Schedule 2022-2023

Years of Service	Salary Breakdown	I BA+0	II BA+30	III BA+45	IV BA+90	VI MA+0	VII MA+45	VIII MA+90 OR Ph.D.
0	Total Salary	\$55,191	\$56,695	\$58,204	\$63,037	\$64,428	\$69,267	\$72,383
	Base (180 Instr. Days)	\$53,493	\$54,951	\$56,413	\$61,098	\$62,446	\$67,135	\$70,156
	Base (3 PLD)	\$892	\$916	\$940	\$1,018	\$1,041	\$1,119	\$1,169
	Prof Enrich Time (19 hrs)	\$807	\$829	\$851	\$921	\$942	\$1,012	\$1,058
1	Total Salary	\$55,936	\$57,460	\$59,031	\$63,919	\$65,145	\$70,031	\$73,128
	Base (180 Instr. Days)	\$54,215	\$55,692	\$57,214	\$61,952	\$63,141	\$67,876	\$70,878
	Base (3 PLD)	\$904	\$928	\$954	\$1,033	\$1,052	\$1,131	\$1,181
	Prof Enrich Time (19 hrs)	\$818	\$840	\$863	\$934	\$952	\$1,024	\$1,069
2	Total Salary	\$56,638	\$58,178	\$59,873	\$64,746	\$65,866	\$70,739	\$73,869
	Base (180 Instr. Days)	\$54,895	\$56,388	\$58,031	\$62,753	\$63,839	\$68,563	\$71,597
	Base (3 PLD)	\$915	\$940	\$967	\$1,046	\$1,064	\$1,143	\$1,193
	Prof Enrich Time (19 hrs)	\$828	\$850	\$875	\$946	\$963	\$1,034	\$1,080
3	Total Salary	\$57,363	\$58,919	\$60,667	\$65,531	\$66,551	\$71,410	\$74,618
	Base (180 Instr. Days)	\$55,598	\$57,106	\$58,800	\$63,514	\$64,503	\$69,213	\$72,322
	Base (3 PLD)	\$927	\$952	\$980	\$1,059	\$1,075	\$1,154	\$1,205
	Prof Enrich Time (19 hrs)	\$838	\$861	\$887	\$958	\$973	\$1,044	\$1,091
4	Total Salary	\$58,126	\$59,690	\$61,499	\$66,390	\$67,268	\$72,158	\$75,389
	Base (180 Instr. Days)	\$56,337	\$57,853	\$59,607	\$64,347	\$65,198	\$69,938	\$73,070
	Base (3 PLD)	\$939	\$964	\$993	\$1,072	\$1,087	\$1,166	\$1,218
	Prof Enrich Time (19 hrs)	\$850	\$872	\$899	\$970	\$983	\$1,055	\$1,102
5	Total Salary	\$58,852	\$60,432	\$62,344	\$67,216	\$67,995	\$72,870	\$76,165
	Base (180 Instr. Days)	\$57,041	\$58,573	\$60,426	\$65,148	\$65,903	\$70,628	\$73,821
	Base (3 PLD)	\$951	\$976	\$1,007	\$1,086	\$1,098	\$1,177	\$1,230
	Prof Enrich Time (19 hrs)	\$860	\$883	\$911	\$982	\$994	\$1,065	\$1,113
6	Total Salary	\$59,556	\$61,192	\$63,198	\$68,048	\$68,743	\$73,593	\$76,903
	Base (180 Instr. Days)	\$57,723	\$59,309	\$61,254	\$65,954	\$66,627	\$71,328	\$74,536
	Base (3 PLD)	\$962	\$988	\$1,021	\$1,099	\$1,110	\$1,189	\$1,242
	Prof Enrich Time (19 hrs)	\$870	\$894	\$924	\$995	\$1,005	\$1,076	\$1,124
7	Total Salary	\$60,879	\$62,536	\$64,649	\$69,572	\$70,141	\$75,060	\$78,466
	Base (180 Instr. Days)	\$59,005	\$60,612	\$62,660	\$67,432	\$67,983	\$72,751	\$76,052
	Base (3 PLD)	\$983	\$1,010	\$1,044	\$1,124	\$1,133	\$1,213	\$1,268
	Prof Enrich Time (19 hrs)	\$890	\$914	\$945	\$1,017	\$1,025	\$1,097	\$1,147
8	Total Salary	\$62,868	\$64,562	\$66,850	\$71,842	\$72,340	\$77,329	\$80,857
	Base (180 Instr. Days)	\$60,934	\$62,576	\$64,793	\$69,631	\$70,114	\$74,949	\$78,369
	Base (3 PLD)	\$1,016	\$1,043	\$1,080	\$1,161	\$1,169	\$1,249	\$1,306
	Prof Enrich Time (19 hrs)	\$919	\$944	\$977	\$1,050	\$1,057	\$1,130	\$1,182
9	Total Salary	\$64,926	\$66,705	\$69,076	\$74,182	\$74,564	\$79,671	\$83,319
	Base (180 Instr. Days)	\$62,928	\$64,653	\$66,950	\$71,899	\$72,270	\$77,219	\$80,756
	Base (3 PLD)	\$1,049	\$1,078	\$1,116	\$1,198	\$1,204	\$1,287	\$1,346
	Prof Enrich Time (19 hrs)	\$949	\$975	\$1,010	\$1,084	\$1,090	\$1,164	\$1,218
10	Total Salary		\$68,874	\$71,416	\$76,589	\$76,904	\$82,078	\$85,846
	Base (180 Instr. Days)		\$66,754	\$69,218	\$74,233	\$74,537	\$79,553	\$83,205
	Base (3 PLD)		\$1,113	\$1,154	\$1,237	\$1,242	\$1,326	\$1,387
	Prof Enrich Time (19 hrs)		\$1,007	\$1,044	\$1,119	\$1,124	\$1,200	\$1,255
11	Total Salary			\$73,823	\$79,108	\$79,311	\$84,598	\$88,442
	Base (180 Instr. Days)			\$71,551	\$76,674	\$76,870	\$81,995	\$85,721
	Base (3 PLD)			\$1,193	\$1,278	\$1,281	\$1,367	\$1,429
	Prof Enrich Time (19 hrs)			\$1,079	\$1,156	\$1,159	\$1,236	\$1,293
12	Total Salary			\$76,154	\$81,697	\$81,815	\$87,184	\$91,146
	Base (180 Instr. Days)			\$73,811	\$79,183	\$79,298	\$84,502	\$88,341
	Base (3 PLD)			\$1,230	\$1,320	\$1,322	\$1,408	\$1,472
	Prof Enrich Time (19 hrs)			\$1,113	\$1,194	\$1,196	\$1,274	\$1,332
13	Total Salary				\$84,348	\$84,403	\$89,837	\$93,915
	Base (180 Instr. Days)				\$81,753	\$81,806	\$87,073	\$91,025
	Base (3 PLD)				\$1,363	\$1,363	\$1,451	\$1,517
	Prof Enrich Time (19 hrs)				\$1,233	\$1,234	\$1,313	\$1,373
14	Total Salary				\$87,013	\$87,070	\$92,676	\$96,788
	Base (180 Instr. Days)				\$84,335	\$84,391	\$89,825	\$93,810
	Base (3 PLD)				\$1,406	\$1,407	\$1,497	\$1,564
	Prof Enrich Time (19 hrs)				\$1,272	\$1,273	\$1,354	\$1,415
15	Total Salary				\$89,276	\$89,334	\$95,084	\$99,304
	Base (180 Instr. Days)				\$86,529	\$86,586	\$92,159	\$96,248
	Base (3 PLD)				\$1,442	\$1,443	\$1,536	\$1,604
	Prof Enrich Time (19 hrs)				\$1,305	\$1,306	\$1,390	\$1,451
16	Total Salary				\$91,062	\$91,119	\$96,986	\$101,290
	Base (180 Instr. Days)				\$88,260	\$88,316	\$94,002	\$98,173
	Base (3 PLD)				\$1,471	\$1,472	\$1,567	\$1,636
	Prof Enrich Time (19 hrs)				\$1,331	\$1,332	\$1,417	\$1,480

- A. BA+(N) refers to the number of credits earned since receiving the baccalaureate degree.
- B. For credits earned after the baccalaureate degree but before the masters degree, any credits in excess of forty-five (45) credits may be counted after the masters degree. Thus, as used in this subsection, the column headings MA+(N) refer to the total of:
 - 1. Credits earned since receiving the masters degree; and
 - 2. Any credits in excess of forty-five (45) credits that were earned after the baccalaureate degree but before the masters degree.
- C. For purposes of this salary schedule:
 - 1. "BA" means baccalaureate degree.
 - 2. "MA" means a masters degree.
 - 3. "PHD" means a doctorate degree.
 - 4. "years of service" shall be calculated based on the number of documented years of full time and part time professional education experience prior to the current year, in accordance with state regulations.
 - 5. "credits" means college quarter hour credits and equivalent in-service or continuing education credits. In-service or continuing education credits will be converted to quarter credits at the rate of ten (10) in-service or continuing education credits to one (1) quarter credit. Semester credits will be converted to quarter credit at the rate of one (1) semester credits to one and a half (1.5) quarter credits

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