

**THE CHEHALIS SCHOOL DISTRICT**

**AND**

**THE CHEHALIS EDUCATION ASSOCIATION**

**Collective Bargaining Agreement**  
**2019 - 2022**

CONTRACTUAL AGREEMENT  
BETWEEN  
CHEHALIS SCHOOL DISTRICT NO. 302  
and  
CHEHALIS EDUCATION ASSOCIATION

Dated this 24<sup>th</sup> day of September, 2019.

FOR THE ASSOCIATION

FOR THE EMPLOYER

  
CEA PRESIDENT

  
PRESIDENT, CHEHALIS SCHOOL BOARD

  
CEA CHIEF NEGOTIATOR

  
SECRETARY, CHEHALIS SCHOOL BOARD

## **TABLE OF CONTENTS**

<b>Preamble</b> .....	1
<b>Article I: Recognition</b> .....	1
1.1 Bargaining Unit .....	1
1.2 Substitutes .....	1
1.3 Sub-Contracting .....	1
<b>Article II: Dues Deduction</b> .....	
2.1 Union Dues .....	1
2.2 Hold Harmless .....	1
2.2.1 New Teacher Meeting .....	2
2.3 Representation Fee .....	2
2.4 Religious Objection .....	2
<b>Article III: Association Rights</b> .....	
3.1 Access .....	2
3.2 Association Involvement .....	2
3.3 Information Availability .....	2
3.4 Association Release Time .....	2
3.5 New Employees .....	3
<b>Article IV: Employee Rights</b> .....	
4.1 Non-Discrimination Clause .....	3
4.2 Non-Restriction of Rights .....	3
4.3 Right to Due Process and Sufficient Cause .....	3
4.4 Academic Freedom Clause .....	4
4.5 Personnel Files .....	5
4.6 Legal Liability .....	6
4.7 Staff Assault .....	6
4.8 Transporting Students in Personal Vehicles .....	6
<b>Article V: Management Rights</b> .....	6
<b>Article VI: Employee Responsibilities</b> .....	
6.1 Workday (includes Early Releases) .....	7
6.2 Travel Time .....	8
6.3 Collaboration Time/Teams .....	8
6.4 Student Teachers .....	8
6.5 Program Assistants for Non-Instructional Duties .....	8
6.6 Extra Days for Specialists .....	8
6.7 Extra-Days for Kindergarten Teachers .....	8
<b>Article VII: Leaves</b> .....	
7.1 Sick Leave .....	8
7.2 Attendance Incentive .....	9
7.3 Sick Leave Sharing .....	9
7.4 Personal Leave .....	9
7.5 Bereavement Leave .....	9
7.6 Jury Duty .....	10
7.7 Parental/Adoption Leave .....	10
7.8 Employee's Role As Parent .....	10
7.9 Professional Leave .....	10
7.10 Parenting Leave .....	10
7.11 Family and Medical Leave Act (FMLA) .....	10
7.12 Return from Leave .....	10
7.13 Unauthorized Absence .....	11
7.14 Compliance with Law .....	11
<b>Article VIII: Employee Support Facilities</b> .....	
8.1 Work Environment .....	11
8.2 Safety .....	11
8.3 Textbooks .....	11
8.4 Mentoring Program .....	11

<b>Article IX: Assignments and Transfers</b>	
9.1 Assignments and Transfers .....	12
9.2 Career Interest File.....	12
9.3 Procedures .....	12
9.4 Job Sharing.....	13
<b>Article X: Evaluation</b>	
10.1 Preamble .....	13
10.2 Definitions.....	14
<b>Evaluation – Certificated Classroom Teachers</b>	
10.3 Evaluation Periods .....	15
10.4 Procedure for Evaluation of Classroom Teachers .....	16
10.4.6 Focused Evaluation Procedure .....	16
10.5 Student Growth Data.....	17
10.6 Probationary Guidelines.....	18
10.7 Notice of Discharge, Removal from Assignment .....	19
10.8 Exceptions for Provisional Employees .....	19
<b>Evaluation – Certificated Support Personnel</b>	
10.10 Evaluation Period.....	20
10.11 Short-Form Evaluation Procedure – Certificated Support Personnel .....	21
10.12 Probationary Guidelines for Certificated Support Personnel.....	21
10.13 Certificated Support Personnel Evaluation Report Forms .....	22
<b>Article XI: Reduction in Force (RIF)</b>	
11.1 Basic Tenets .....	22
11.2 Budget and Program Determination	
11.2.1 Budget and Budget Information.....	23
11.2.2 Additional Revenues .....	23
11.2.3 Minimum Criteria .....	23
11.3 Staff Reduction and Recall Pool .....	23
11.3.1 Staffing Requirements/Qualifications .....	23
11.3.2 Seniority .....	24
11.3.3 Seniority Criteria.....	24
11.3.4 Ranking Order.....	24
11.3.5 Staff Selection .....	25
11.3.6 Non-Renewal and/or Adverse Change in Contract Status .....	25
11.3.7 Recall Procedures.....	25
11.4 Emergency Action .....	25
11.5 Application to Law .....	26
<b>Article XII: Instruction</b>	
12.1 Class Size .....	26
12.2 Student Support Load .....	26
12.3 Classroom Visitation.....	28
12.4 Curriculum .....	28
12.5 Classroom Management.....	28
12.6 Special Education.....	29
<b>Article XIII: Economic Provisions</b>	
13.1 General Provisions - All Employees .....	29
13.2 Supplemental Contracts .....	30
13.3 Supplemental Activity Contracts .....	30
13.4 State Industrial Insurance.....	30
13.5 Insurance Benefits.....	30
13.6 Salary Payment Method .....	31
13.7 Summer Employment .....	31
13.8 Salary Provisions .....	31
13.9 Work Year.....	32
13.10 Retirement Recognition .....	32

13.11 Longevity Recognition.....	32
13.11 Timecard Deadline.....	33
13.12 Travel Reimbursement.....	33
13.13 Payroll Deductions.....	33
13.14 Staff Development .....	33
13.14.1 Resource Fund .....	33
13.14.2 Professional Publications Fund .....	34
13.15 Non-instructional Hourly Rate.....	34
13.16 Curriculum Hourly Rate .....	34
13.16 Professional Training and Meetings .....	34
13.17 Covering of Classes .....	34
13.18 Supervisor Pass .....	34
13.19 Out of Pocket Expense.....	34
<b>Article XIV: Calendar .....</b>	<b>34</b>
<b>Article XV: Conflict Resolution</b>	
15.1 Grievance Procedure .....	35
15.2 Patron Compliant Policy .....	37
<b>Article XVI: Scope of the Agreement</b>	
16.1 Mandatory Subjects of Bargaining .....	38
16.2 Contract Compliance .....	38
16.3 Distribution of Agreement .....	38
<b>Article XVII: No Strike Provision .....</b>	<b>38</b>
<b>Article XVIII: Duration Clause</b>	
18.1 Duration .....	38
<b>Article XIX: Re-opener Clause.....</b>	<b>39</b>
 <b>Appendices- Pages 40-62</b>	
Appendix A – Annual Certificated Support Personnel Evaluation Report.....	41
Appendix B – Certificated Support Personnel Pre-Observation Form .....	42
Appendix C – Certificated Support Personnel Observation Report .....	43
Appendix D – Certificated Support Personnel Evaluation Report (long form).....	44-46
Appendix E – Certificated Classroom Teacher Annual Evaluation Report .....	47
Appendix F – Certificated Classroom Teacher Evaluation Report (comprehensive)..	48-51
Appendix G – Certificated Classroom Teacher Annual Evaluation Report (focused) .....	52
Appendix H – Classroom Teacher Pre-Observation Form .....	53
Appendix I – Student Growth Goal (3.1).....	54
Appendix I – Student Growth Goal (6.1).....	55
Appendix I – Student Growth Goal (8.1).....	56
Appendix J – Application for Higher Classification on...Salary Schedule.....	57
Appendix K – Professional Leave Request Form .....	58
Appendix L – Shared CEA Leave/Recipient Form .....	59
Appendix M – Shared CEA Leave/Donor Form .....	60
Appendix N – Supplemental Salary Schedule for 2019-2020 .....	61
Appendix M - Salary Schedule for 2019-2020 .....	62

## **PREAMBLE**

This Agreement made and entered into by and between CHEHALIS SCHOOL DISTRICT NO. 302 and the CHEHALIS EDUCATION ASSOCIATION.

In accordance with the provision of the Education Employment Act, RCW 41.59, and the regulation promulgated pursuant thereto and in consideration of the mutual covenants contained herein, the parties agree as follows:

## **ARTICLE I: RECOGNITION**

### **Section 1.1 Bargaining Unit**

During the effective dates of this Agreement, the Chehalis School District hereinafter referred to as "employer," "Board," or "district," hereby recognizes the Chehalis Education Association, hereinafter referred to as the "association," affiliate of the Chinook UniServ Council, the Washington Education Association, and the National Education Association, as the exclusive bargaining representative for certificated instructional staff, hereinafter referred to as "employees" in the bargaining unit. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the Board of Directors or the superintendent, and shall specifically exclude the superintendent, administrative assistants to the superintendent, assistant superintendent, business manager, principals, vice-principals, program directors and supervisors.

### **Section 1.2 Substitutes**

Both parties acknowledge substitute certificated personnel as members of the collective bargaining group with no rights within the contract other than recognition as an employee and placement on the salary schedule up to a maximum of BA - zero years experience (or MA - zero years experience as provided below). Any substitute teacher who completes twenty (20) consecutive or thirty (30) random non-consecutive work days for the district for the effective term of this agreement will be placed at a rate not to exceed the per diem rate for a beginning teacher with a Bachelor's Degree (zero years experience) on the 21st consecutive or 31st random non-consecutive work day with eligibility being established in each year of the agreement.

Any substitute teacher who provides the district with evidence of holding a Master's Degree will be placed at a rate not to exceed the per diem rate for a beginning teacher with a Master's Degree (zero years experience) on the 21st consecutive or 31st random non-consecutive work day with eligibility being established each year of the agreement.

For payroll processing calculations, a full day equals 7.5 hours and a half-day equals 3.75 hours.

### **Section 1.3 Sub-Contracting**

The district shall not sub-contract positions traditionally or previously held by employees, except in cases where there exists a demonstrable lack of qualified applicants, an urgent program need is present or the fiscal condition of the district has deteriorated (e.g. below the level specified in the R.I.F. provision).

## **ARTICLE II: DUES DEDUCTION**

### **Section 2.1 Union Dues**

Employees may voluntarily have union dues withheld through payroll deduction. The Union shall notify the District of the amount to be withheld. Upon written notice to both the employer and the union, an employee may withdraw his/her payroll deduction.

### **Section 2.2 Hold Harmless**

Employees and the association shall hold the district harmless from responsibility for withholding errors caused by faulty information furnished by employees or the association, and the association shall promptly refund to the district any amounts paid to it in error.

### **Section 2.3 New Teacher Meeting**

CEA Officers shall coordinate with district HR staff to schedule association time with new employees.

## **ARTICLE III: ASSOCIATION RIGHTS**

### **Section 3.1 Access**

A. Compatible with district use, the association may use existing faculty room bulletin boards, mailboxes and email for the purpose of posting notices of activities and matters of association concern. The association shall assume responsibility of or liability for notices posted by the association.

B. The association use of district email shall comply with State of Washington laws and regulations, Board policies and procedures, and applicable federal laws and regulations.

C. Compatible with and not in conflict with district use, the local association and its local representatives shall have the right to use district buildings, facilities and equipment provided, however, building and facility use shall be during non-school hours and shall be subject to appropriate group restrictions the same as placed upon other non-school organizations using district facilities; and provided further, that no equipment shall be removed from the district grounds, and expenses for supplies shall be paid by the association, and provided further, that the association use of the copy machine shall include a per copy usage charge consistent with that being charged the district. It is understood and agreed that the rights contained herein and in Section 2 hereof shall be suspended in the event of occurrences under Article XVII (No Strike) hereof.

### **Section 3.2 Association Involvement**

Each employee shall have the right, freely and without management or association penalty or reprisal, to join, assist and hold office in the association, or to refrain from doing so. Duly authorized representatives of the association and their respective affiliates shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

### **Section 3.3 Information Availability**

The association, upon sufficient prior notice to the district, shall be permitted access, at reasonable times, to reports, documents, or records available to public records, subject to restriction of the Family Rights and Privacy Act of 1974.

### **Section 3.4 Association Release Time**

**3.4.1** The association officers or their designees will be allowed in the aggregate fifty (50) days (375 hours) of release time per school year to conduct association business. Release time shall be computed in one-hour multiples whether or not substitutes are utilized.

Association members will not suffer loss of pay when scheduled by the district to participate in matters pertaining to this Agreement during working hours, nor will said time count as part of the 50 days of release time. The understanding and agreement of both parties that should there be a "NEA, WEA or CEA call for action" to petition the legislature or other political entities to redress working condition needs, employees and officers shall use all or part of this 50-day allocation to accomplish such purposes. Further, the association acknowledged it is not expected, nor their intent, to request a calendar change to accommodate participation in statewide or regional "call for action" demonstrations and/or rallies. Employees requesting release time shall meet with the building administrator regarding scheduling.

**3.4.2** Upon billing by the district, the association shall timely pay the actual cost of substitute services. In the event a substitute is not obtained, the association will not be billed.

**3.4.3** Both the district and the association will keep records of days absent under this provision. An association representative shall periodically check with the district accountant to see that both sets of records are in agreement.

**3.4.4**

- A. Subject to the following requirements, the District shall grant release time, up to a maximum of one period per day for secondary certificated employees and one hour per day for elementary school certificated employees for one school year, to the certificated employee elected or appointed President of the Association. The purpose of the release time will be for conducting Association business pursuant to RCW 41.59.
- B. Request for such release time shall be made by the Association President no later than the last day of the current school year for scheduling purposes and shall specify the termination date of the release time. The release time shall be for regular, consistent periods of time rather than on an irregular schedule.
- C. Said hour per day release time for the CEA President will become effective when CEA/CSD representatives have reached mutual written agreement on issues of student distribution, availability of highly qualified staff, student schedules, costs, or matters arising from the release time. The CEA/CSD representatives shall be the building principal, district superintendent or designee, CEA president, and CEA president designee.
- D. The Association will reimburse the district the amount equal to the release time utilized. The reimbursement will include all sources of compensation and benefits.
- E. Presidential release time shall not penalize the employee's standing with regard to position and movement on the salary schedule, seniority, retirement, insurance, and other benefits, eligibility and rights accorded other employees covered by provisions of this Agreement unless specifically limited by law or State regulation.

**Section 3.5 New Employees**

The district shall provide the association with the names of new employees in a timely manner. In the event the district conducts a new teacher orientation assembly or group meeting, the association shall be appropriately notified and granted up to thirty (30) minutes on the program agenda.

**ARTICLE IV: EMPLOYEE RIGHTS**

**Section 4.1 Non-Discrimination Clause**

The district and the association agree to adhere to the requirements of Federal and State Law regarding non-discrimination.

**Section 4.2 Non-Restriction of Rights**

Nothing contained herein shall be construed to deny or restrict to any employee those rights he/she may have under applicable laws, except as contained herein.

**Section 4.3 Right to Due Process and Sufficient Cause**

No employee other than provisional employees as provided in statute, shall be disciplined, or suffer adverse effect, warned, reprimanded, suspended, reduced in rank or compensation, discharged, non-renewed, terminated without sufficient cause. Prior to district action that would adversely affect an employee's work status, the district, through its supervisors or Board, shall determine whether sufficient cause exists. A policy of progressive discipline steps will be followed that shall include warning, reprimand, suspension without pay and discharge as a final and last resort. Disciplinary action shall be appropriate to the behavior that precipitates the action and disciplinary steps may be skipped when appropriate depending on the nature of the action. In disciplinary actions involving discharge, non-renewal or adverse effect, the individual employee so affected will have the choice of either appealing through the grievance procedure contained in this agreement or through applicable appeal procedures provided in current or subsequent state statutes. The employee's notice of choice of procedure to the district shall be deemed a binding selection of one procedure and a voluntary and knowing waiver of the other procedure.



An employee shall be entitled to have present a representative of the association at any meeting that the employee reasonably believes could result in discipline. Every effort will be made so that disciplinary proceedings will not be delayed more than 48 hours to accommodate representation. District administrators shall advise the employee of the right to representation prior to taking investigative or disciplinary action. The association shall, within two working days, receive notification of any disciplinary action; provided, however, that such notification of any dispute shall not of itself be subject to the grievance procedure nor have any bearing upon personnel action(s) involved. An employee may be placed on immediate administrative paid leave when the severity or gravity of the allegation(s) warrants immediate action.

#### **Section 4.4 Academic Freedom Clause**

Academic freedom consists of the right to teach and learn what is relevant without improper restraints and within the framework established by law and district policy. "It shall be the responsibility of the teacher to follow the prescribed courses of study and to enforce the rules and regulations of the school district, the state superintendent of public instruction and the state board of education, maintaining and rendering the appropriate records and reports". WAC 180-44-010 Activities or efforts to censor or interfere with an employee's performance will be addressed through the bargaining processes described below. Academic freedom includes the right to support or oppose political causes and issues outside of the contracted workday and away from the school or work site.

**4.4.1** The protections of academic freedom will be available to the employees through the provisions of this section and within the scope of WAC 180-44-010.

**4.4.2** The district shall use no mechanical or electronic device to monitor, record, or evaluate an employee's teaching performance in any classroom except by mutual agreement between employee and the site administrator.

**4.4.3** "Teachers shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into consideration individual differences among pupils. Teachers shall be responsible for the evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardians and to the designated administrator." WAC 180-44-010.

#### **Section 4.4.4 Instructional Materials Committee.**

The district and the association shall appoint members to the Instructional Materials Committee. The association shall appoint three (3) representatives and the superintendent shall appoint three (3) members. The superintendent shall also have the option of appointing up to two (2) citizens/community members. The Superintendent's designee shall serve as Chairperson and one association appointee shall serve as secretary. The Chairperson and secretary shall be permanent members. The other terms shall be three (3) years.

**4.4.5** All textbooks shall be adopted, selected and governed by the established policies and procedures listed below:

- a) The Instructional Resources Policy(ies)/Procedure(s).
- b) Selection and Adoption of Instructional Materials Policy/Procedure.
- c) The procedures of the Instructional Materials Committee.

**4.4.6** The IMC shall meet to hear challenges to instructional materials or procedures from a patron or a staff member. The steps in the challenge process shall be as follows:

- a) If the complaint is directed against the use of a material, procedure, activity, and/or presentation by an individual staff member, the complainant shall meet first with the affected staff member to try and achieve a resolution of the complaint.
- b) If the first step meeting is not appropriate or does not achieve a resolution, the complainant shall meet with the building administrator who will try to assist in finding a resolution to the

complaint. If that effort is unsuccessful, the complainant will be given the form developed for filing a formal instructional material complaint.

- c) Following receipt of the complaint form, the IMC shall schedule an open meeting to hear the complaint; this hearing is to be heard within thirty (30) days of receipt of the completed complaint form in the District Office. The complainant is required to attend the hearing for the complaint to be heard. The IMC is responsible to gather information to assist in judging the validity of the complaint and render a decision to be delivered in writing to the complainant and affected staff member within ten (10) work days. The decision of the IMC may be appealed to the Board of Directors within ten (10) work days. Following receipt of the appeal, the Board must schedule a hearing within fifteen (15) work days. Throughout the challenge and any appeal process, the instructional material may remain in use unless the decision of the IMC upholds removal. In the latter case, the material in question shall be removed pending any Board action. Following the appeal hearing, the Board will issue a decision to the affected parties within ten (10) work days. The decision of the Board shall be final and binding. During the IMC hearing and any subsequent appeal hearings the affected employee has the right to appear and give testimony.

**4.4.7** The IMC shall also be the forum for any academic freedom complaint by an employee regarding an administrative action directed against instructional materials, procedures, activities, presentations and/or grading. In the event that an employee has a complaint, he/she must follow the process outlined below:

- a) If the complaint is directed against an administrative action in a specific school, the complainant must meet with the appropriate administrator and attempt to resolve the complaint. This action is not a grievance. The complainant may have an association representative present.
- b) If the complaint is not resolved at the first level, the complaint must be reduced to writing and submitted to the IMC along with a request that the IMC meet to hear the complaint. Following receipt of a written complaint and request for an IMC meeting, a meeting shall be scheduled within thirty (30) days. The appeal hearing shall be an open meeting unless mutually agreed otherwise. The complainant and subject of the complaint are to attend the meeting and explain their respective positions. Following the hearing, the IMC shall have ten (10) work days to issue a decision to the complainant and subject administrator. This decision may be appealed by either party to the Board of Directors within ten (10) work days.
- c) The Board must hear the appeal in Executive Session within fifteen (15) work days and issue a decision to the parties within ten (10) days following the meeting. The decision of the Board shall be final and binding. The affected employee shall have the right to attend the Executive Session of the board to give testimony. The administrative action under protest shall remain in effect pending completion of the challenge and appeal process.

## **Section 4.5 District Files**

**4.5.1 Personnel Files** The employee shall have the opportunity to review all materials, such as evaluations originating from district administrators, before they are made a permanent part of the personnel file. The employee shall have the right to review all materials in his/her personnel file without prior appointment, provided that authorized personnel are available to inventory the file before and after review of the file by the employee. Copies of personnel file contents will be made available to the employee at his/her request and expense.

**4.5.2** Correspondence or materials reflecting on an employee's character or competence shall be placed in the employee's personnel file only after the employee has been shown a copy thereof. Thereafter, the employee shall be allowed to attach his/her written comments or rebuttals in response to such correspondence or materials.

A written notice of discipline shall be placed in an employee's personnel file and shall include the reason for said discipline. An employee shall have the right to attach his/her response to those materials.

All written notices and evaluations will remain in the official personnel record of an employee for a maximum of three (3) years from the date of entry. If mutually agreeable between employee and employer, correspondence or materials may be removed earlier than the three-year period, provided that any substantiated information regarding an employee's verbal or physical abuse or sexual misconduct will not be removed from an employee's personnel file. If a request for perusal and/or copying any material from an employee's personnel file is made, the employee shall be notified within one business day (24 hours).

**4.5.3** The personnel file, medical file, and payroll file are the official files of the District.

#### **Section 4.6 Legal Liability**

**4.6.1** The district shall provide tort liability insurance coverage for all employees subject to this Agreement if such liability arises from actions of the employee while the employee is pursuing district assigned work tasks. Intentional torts by employees shall not be covered.

**4.6.2** Any case of assault upon an employee shall be promptly reported to the district or its designated representative. The district shall cooperate to the fullest extent of the law with the employee should she/he choose to pursue criminal or civil charges through the legal system.

**4.6.3** Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee will be paid in accordance with and subject to existing sick leave benefits and State Industrial Accident provisions.

#### **Section 4.7 Staff Assault**

In the event that any employee covered by this Agreement is injured due to an act of physical assault while such employee is on duty and while such employee is engaged in district-authorized or otherwise lawful conduct, and is placed on State Worker Compensation, the district shall pay the difference between the Worker Compensation monthly benefit and the injured employee's net monthly salary. For purposes of this section, "net salary" shall mean the employee's gross salary minus those deductions required by state or federal law. This provision shall be applicable only during that time when the employee is drawing monthly Worker Compensation time-loss compensation due to such injury, and only while there is a reasonable expectation that the employee will return to work in the position held at the time of the injury. This provision shall in no event obligate the district for payments beyond a 24-month period.

#### **Section 4.8 Transporting Students in Personal Vehicles**

District-approved insurance limits shall be required to transport students. No employee shall be required to transport students in their own vehicles.

### **ARTICLE V: MANAGEMENT RIGHTS**

#### **Section 5.1**

The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly recognize that pursuant to federal and state statutes, RCWs and WACs, the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the district. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

#### **Section 5.2**

The district retains all the customary, usual and exclusive rights, decision-making functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the district or any part of it, consistent with the laws of the State of Washington. Rights of employees in the bargaining unit and the association are limited to those set forth in this Agreement or provided by statute, and the district retains all functions and rights not limited by the terms of the Agreement or by statute.

### **Section 5.3**

Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:

**5.3.1** The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or to close old facilities.

**5.3.2** The determination of the financial policies of the district, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.

**5.3.3** The right to enforce the rules and regulations now in effect, and to establish new rules and regulations not in conflict with this Agreement.

**5.3.4** The direction, arrangement, and assignment of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer.

**5.3.5** The creation, combination, modification or elimination of any position consistent with applicable Reduction In Force (RIF) procedures.

**5.3.6** The establishment of Board-approved curriculum.

**5.3.7** Sole responsibility for evaluation of district employees.

## **ARTICLE VI: EMPLOYEE RESPONSIBILITIES**

### **Section 6.1 Workday**

**6.1.1** Regular workday hours for an employee shall be seven and one-half (7 1/2) continuous hours which shall include a minimum of thirty (30) minutes before the student school day begins and shall continue until a minimum of thirty (30) minutes after the student school day ends; provided, however, the workday shall include a minimum of thirty (30) continuous minutes, duty-free lunch. The starting and dismissal times, which may vary from school to school, shall be determined by the district.

**6.1.2** The workday may be extended two times a month up to 25 minutes on days that staff meetings occur with compensatory time recognized on Fridays. Notice of the extended meetings shall be posted in a prominent place or in the employees' mailboxes by noon on the Friday preceding the meeting.

**6.1.3** The district is willing to assure that there will be four (4) early release days for staff development, planned by the district, and tied to curriculum/instruction and assessment needs. Building principals will ask staff for input for the use of these four (4) days. Three (3) additional two-hour early release days will be provided to employees to accomplish work in the areas of instruction, curriculum, Common Core, TPEP, RTI, Culminating Projects, and/or articulation in small groups at the direction of departments and/or grade levels.

**6.1.4** Parent-teacher conferences are required. The district shall ensure that the workweek during parent/teacher conferences will be no more than a total of 37.5 hours. Evening conferences shall be a building option subject to the approval of a majority of the employees in the respective buildings and the building administrator.

**6.1.5** Additional required activities conducted after the school day (7.5 hours) will be paid at per diem rate.

**6.1.6** Each employee shall have, within his/her instructional day, a duty-free preparation time of at least thirty (30) continuous minutes for each instructional contract day. The preparation shall be used for instructional planning and preparation of educational and evaluative goals.

### **Section 6.2 Travel Time**

Each employee required by the district to travel from one work site to another work site within his/her instructional day shall have a total assigned instructional workday not to exceed the normal workday. Documented mileage from site to site shall be reimbursed at the IRS rate.

### **Section 6.3 Collaboration Time/Teams**

The district will provide certificated staff with up to eighteen (18) hours per semester for work in professional learning communities and peer collaboration. The teams will schedule time outside of the school day and will have sign in sheets and agendas. Hours will be documented by timesheets and submitted at the end of each semester. For the purpose of this section only, the first semester will be August through January and the second semester will be from February through June. The district will compensate teachers at \$40.00 per hour.

### **Section 6.4 Student Teachers**

When the district sponsors a student teacher, an employee shall have the option to accept or reject a student teacher.

### **Section 6.5 Program Assistants for Non-Instructional Duties**

Program Assistants for non-instructional duties for elementary (K-5) shall be provided for the purposes of recess supervision, bus supervision and supervision of students during lunch. When Program Assistants are not available, employees will participate in a rotating schedule of before- and after-school supervision as deemed appropriate and necessary to ensure the safety of students at the building sites. Administrators and building staff will develop a mutually agreeable schedule that impacts staff at a minimal level.

### **Section 6.6 Extra Days for Specialists**

Certificated counselors, librarians and psychologists may be assigned extra days of work each year paid at the employee's per diem. Said extra days, if assigned, will be paid on a time card.

### **Section 6.7 Extra Days for Kindergarten Teachers**

Each Kindergarten teacher required to administer the Kindergarten Inventory of Developing Skills (WaKIDS) will use the first three (3) student days to hold conferences with parents/guardians and their child. Additionally, each Kindergarten teacher will be provided one (1) day of release time and up to twenty-two and one-half hours (22.5) at the curriculum rate or three (3) days of release time or combination thereof as agreed between the teacher and principal for the purpose of planning, assessing students, collaborating, and inputting observational data.

## **ARTICLE VII: LEAVES**

### **Section 7.1 Sick Leave**

**7.1.1** Annually, at the beginning of each school year, all employees shall be credited with an allowance of twelve (12) days with full pay to be used for absence from work caused by illness, injury and emergencies for the employee or employee's family and/or household. Sick leave shall be deducted in minimum increments of one hour each where scheduling allows and coverage is available. If a substitute is required, sick leave shall be deducted in half or whole day increments. A maximum of twelve (12) days of unused sick leave may accumulate from year to year. At the end of each year, the district will provide each employee with an accounting of his/her accumulated sick leave. Employees shall be credited with the balance of unused sick leave accumulated while teaching in public schools in the State of Washington.

**7.1.2** An employee absent twelve (12) consecutive work days within one contract year, upon written request of the district, shall provide to the district within five (5) days of receipt of said request, a written statement from the treating physician certifying continued illness and necessity for continued sick leave status.

In the event the employee has been on extended sick leave due to injury or extended illness, or communicable disease, the employee shall provide to the district, at least two (2) days prior to the date the employee intends to return to work, a written statement from the treating physician certifying the employee is able to return to work status without danger to the employee or the persons with whom he/she may come in contact.

### **Section 7.2 Attendance Incentive**

Sick leave accumulated under this section shall be applied toward an attendance incentive plan in the following manner:

**7.2.1** In January of any year in which sick leave is accrued in excess of sixty (60) days, any eligible employee may exercise an option to cash out unused sick leave from the previous year at a rate of one (1) day per four (4).

**7.2.2** At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

Monies received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state. All sick leave buyback shall be pursuant to the provisions of RCW 28A.400.

**7.2.3** VEBA Retirement and Annual Sick Leave Conversion Medical Reimbursement Plan is available to those employees who have accrued more than 180 days of sick leave subject to an annual verification by the association of participation in said Plan. The district shall make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contribution on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute RCW 28A.400.210. Upon retirement, current statute allows for unused sick leave to be cashed out on a one day per four basis to a maximum of one hundred eighty (180) days accumulation. Such accumulation shall be placed in the VEBA program for eligible retirees. Under this program, the compensation for accrued sick leave is set-aside on a pre-tax basis into an account allowing the retiree to pay for medical premiums/expenses.

### **Section 7.3 Leave Sharing**

The District will provide leave sharing consistent with Washington State Law (RCW 41.04.665). Employees who have accrued more than twenty-two days may authorize transfer of sick leave.

### **Section 7.4 Personal Leave**

Employees shall be granted three (3) days of personal leave with pay annually without deduction from sick leave. Employees shall request personal leave at least twenty-four (24) hours in advance. Unused personal leave may be carried forward to the next school year to a maximum of six (6) days, or rolled over into sick leave, or cashed out at the substitute pay rate. Employees who are assigned to teach thirty (30) days or more during the summer term may carry forward to the next school year one (1) additional day of personal leave for a total of seven (7) days.

Scheduling of Personal Leave will involve the following conditions:

The number of Personal Leave absences in a given school for a given day will be held to 10% or less (no fewer than two). Extenuating circumstances involving the use of Personal Leave may be addressed to the district Superintendent and/or his designee for consideration.

### **Section 7.5 Bereavement Leave**

Each employee is eligible for up to a total of ten (10) days annually for bereavement. Such leave shall not be accumulative nor deducted from sick leave. Bereavement shall be granted for death and the day(s) immediately precedent to such death of a person of any significant relationship to the employee.

In cases of multiple deaths in the immediate family in the same year, up to ten (10) additional days leave with pay shall be granted. Immediate family is defined as spouse, children, step-children, grandchildren, step-grandchildren, guardian, aunt or uncle, brothers, sister, parents, grandparents, step-parents, nieces or nephews, and all people living in the same family unit.

#### **Section 7.6 Jury Duty**

In the event an employee is subpoenaed as a witness by a court of law, or other similar legal body, or summoned to serve as a juror on and during contracted days, such employee shall receive his/her current daily pay for each day of actual presence in court.

Provisions of this section shall apply when an employee is named as a co-defendant with or a witness for the district in a court action.

#### **Section 7.7 Parental/Adoption Leave**

Accrued sick leave benefits may be used for parental/adoption leave as permitted by law. An employee requesting parental/adoption leave shall give written notice to the district at least four (4) weeks prior to the commencement of said leave, except in an emergency. The written request for parental/adoption leave should include a statement as to the expected date of return to employment. The employee shall inform the district of the expected date of return to work no later than thirty (30) work days after the start of leave. In the event sick leave has been exhausted, the employee shall be granted an unpaid leave of absence.

#### **Section 7.8 Employee's Role As Parent**

An employee shall be granted up to one (1) day annually, in one (1) hour increments, without loss of pay or benefits to attend school-sponsored activities during the school day involving the employee's child(ren) when coverage is available at no cost to the district.

#### **Section 7.9 Professional Leave**

Professional leave may be used for purposes of study, travel related to teaching in subject area, working in a professionally related field or teaching abroad. Professional leave may not be used to teach in a full time, full year contracted position in another school within Washington. Professional leave may be granted for up to one (1) full year without pay. Applicants shall submit a written request to the district by April 15. See Appendix K.

An employee returning from professional leave to employment with the district shall be assigned the same position or another position for which that employee is qualified.

An employee on professional leave status shall accrue seniority benefits as set forth in the provisions of the Reduction in Force (RIF) Policy.

#### **Section 7.10 Parenting Leave**

An employee shall be allowed up to twelve (12) months of unpaid parenting leave to provide care for a natural or adopted child. The employee shall notify the district in writing of the intent to take parenting leave, stating the expected dates of commencement of leave and return to employment. The employee shall make good faith effort to notify the district at least thirty (30) work days in advance of the commencement of such leave.

#### **Section 7.11 Family and Medical Leave Act (FMLA)**

Employees shall be entitled to utilize provisions of the Family and Medical Leave Act, which the district shall administer in conformity with the law. Applications for FMLA leave should be made through the district Personnel Office.

#### **Section 7.12 Return from Leave**

An employee returning from leave without pay to employment with the district shall be assigned to the same position or another position for which that employee is qualified.

### **Section 7.13 Unauthorized Absence**

Unauthorized absences are absences without pay and shall be considered a breach of contract.

### **Section 7.14 Compliance with Law**

In the event the state auditor or a court of competent jurisdiction rules any leave provisions contained in this Article to be contrary to law or regulation, the leave provisions shall thereupon be determined null and void and all necessary adjustments shall be made by the district and the association to conform to law or regulation as determined by the auditor or court of competent jurisdiction.

## **ARTICLE VIII: EMPLOYEE SUPPORT FACILITIES**

### **Section 8.1 Work Environment**

The district and building administration shall work cooperatively with staff to reasonably provide appropriate facilities, clerical assistance, instructional materials and equipment for employee use in each building in the district.

### **Section 8.2 Safety**

The district Safety Committee shall consist of at least one employee who is elected by employees from his or her respective work site (Lintott, Smith, CMS, WFW, Student Support, Green Hill/Juvenile Detention and Lewis County Alternative School (LCAS)) and shall meet to review safety and security issues from the buildings each year and report its recommendations to the association and district no later than ten (10) school days after each meeting. For the purposes of this section, Green Hill Academic School and Lewis County Detention Center shall be considered one work site. The number of meetings each school year shall be determined by the district. Employee time served in district safety committee meetings will be compensated at their personal per diem for each meeting.

### **Section 8.3 Textbooks**

A representative of the Chehalis Education association shall recommend a list of appropriate representatives for involvement in the review, evaluation and selection of textbooks. The building principal shall review the list and add any additional nominees. The association and district agree to use textbooks and instructional materials as approved by the Chehalis Board of Directors.

The district agrees to provide instructional materials and technology acquisitions as recommended by the Curriculum Review and Adoption teams, the IMC and acquisition recommendations as approved by the Board.

When district-approved instructional materials are used in lieu of textbooks, the district will make reasonable effort to provide those materials for each class.

### **Section 8.4 Mentoring Program**

- A. Each year, the building principal shall announce potential mentoring positions.
- B. All teachers new to the district are eligible to participate in the mentoring program. Other teachers may request participation in the mentoring program.
- C. The mentor teacher and the teacher new to the district shall receive a stipend: \$300 for the mentor and \$100 for the teacher new to the district.
- D. Both the mentor and the teacher may be provided release time.  
The mentor teacher and the teacher new to the district shall not participate in or contribute to the TPEP evaluation of the other.



## **ARTICLE IX: ASSIGNMENTS AND TRANSFERS**

### **Section 9.1 Assignments and Transfers**

All employee assignments and transfers shall be made consistent with teacher certification and endorsements at all levels, employee education and training, related work experience, any necessary building realignment, the Reduction in Force (RIF) Policy, if involved, and the district's affirmative action policy. Each district work site shall have a designated area for posting job opening notifications.

**9.1.1** Positions which are vacant due to leave(s) of absence or long-term substitute requirements are exempted from these procedures and shall be filled by the district with temporary employees for the remainder of the year(s) in which the leave or long-term substitute is required.

**9.1.2** When vacancies occur in building sites and/or support services, the administrator shall evaluate the staff makeup for possible realignment of positions prior to determining the actual open position, if any. Following the administrator's realignment, the procedures for filling open positions shall be as outlined below.

### **Section 9.2 Career Interest File**

A Career Interest File for current employees shall be established and maintained by the district. By March 1 of each year the district shall distribute Career Interest forms. To be included in this file an employee shall notify the district in writing of his/her desire for reassignment, state the specific assignment desired, and file the request no later than April 15 of the current year. A copy of the Career Interest File shall be provided to the CEA president by the district by April 15 of the current year.

### **Section 9.3 Procedures**

For vacancies, which represent year-long positions for the ensuing school year, the following shall apply:

**9.3.1** The district shall review the Career Interest File and make those transfers/reassignments deemed appropriate after applying criteria in Section 1 above and considering the makeup of the staff(s) affected by a Career Interest File move. Those requesting transfer in the Career Interest File shall be granted automatic interviews a minimum of one (1) time in each building. Any employee who is seeking reassignment through the Career Interest File, that is ultimately filled by another person, shall be notified within five (5) work days of the district's decision and reasoning.

**9.3.2** Should there be no reassignments/transfers from the Career Interest File, volunteers from other district buildings shall be considered. If school is not in session, seeking of volunteers shall consist of posting of such notice in the District Office and through the district email system with the normal posting period to be observed.

**9.3.3** Necessary transfer(s) to resolve district-determined staffing patterns and needs shall occur at this point.

**9.3.4** Following the completion of assignments and transfers as provided above, any remaining vacancy(ies) shall be posted for outside the district.

**9.3.5** The district shall, when any employee is reassigned or transferred, provide an opportunity for orientation, training and/or support services to new duties as may be deemed appropriate after a meeting with the employee and the building administrator.

**9.3.6** Nothing in Article IX shall modify Article V of the Agreement.

**9.3.7** Upon request, an employee may meet with the Superintendent or Superintendent's designee to discuss the employee's transfer or reassignment. The employee may have an association representative present at such meeting.

#### **Section 9.4**

A job-sharing assignment is the shared performance of the duties of one full-time, regular position by employees.

All announcements of job openings in the district, including openings for certificated staff, shall indicate that applications will be accepted from individuals wishing to share the position(s) to be filled. Applications from two individuals wishing to share a single position will be considered by the district. The superintendent is responsible for recommending to the board when the best interests of the district would be served by creating a job-sharing assignment for a particular position.

The district reserves the authority to:

1. Determine the number of job-sharing positions, if any, within the district;
2. Require job-sharing employees to attend staff training or other staff development activities at one-half of full compensation;
3. Abolish any job-sharing assignment, or change a job-sharing position to a full time position held by one employee, at the sole discretion of the district;
4. Consider any request to create a job-sharing position in a position currently held by one employee, or vice versa;
5. Require job-sharing staff members to work full-time in the event of the termination or resignation of one of the job-sharing staff members, or until such time as a replacement can be hired, at the sole discretion of the district. Employees sharing a position shall sign a job-sharing contract to be developed by the superintendent. The contract shall identify contingencies, which may arise during the course of employment including, but not limited to, absence or resignation of one of the job-sharing employees, computation of employee benefits, and responsibility for participation in staff meetings and committees. The purpose of such contract is to address potential conflicts in an equitable manner in advance of actual conflicts.

The conditions provided by this policy are not intended to discourage job sharing nor to impose disproportionate burdens upon job-sharing staff members. The superintendent shall establish job-sharing procedures which describe the duties, responsibilities, salaries and benefits for individuals sharing a position.

### **ARTICLE X: EVALUATION**

#### **Section 10.1 Preamble**

The evaluation procedures set forth shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The parties agree that the following evaluation systems are to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 with the following elements, goals, and objectives:

1. An evaluation system must be meaningful, helpful and objective;
2. An evaluation system must encourage improvements in teaching skills, techniques and abilities by identifying areas needing improvement;
3. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize and encourage superior teaching performance; and
4. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.

The evaluation results per WAC 392-191A-240 of certificated classroom teachers and certificated support personnel will be used:

1. To acknowledge, recognize and encourage excellence in professional performance.
2. To document the level of performance by an employee of his/her assigned duties.
3. To identify discrete areas according to the criteria included on the evaluation instrument in which the employee may need improvement.
4. To document performance by an employee judged unsatisfactory based on the district evaluation criteria.
5. As one of multiple factors in making human resource decisions.

### **Section 10.2 Definitions**

**“Certificated Classroom teacher”** (teacher) shall mean a contracted certificated employee who provides academically-focused instruction to regularly recurring and specifically defined groups of students.

**“Certificated support personnel”** shall mean a certificated employee who provides services to students who does not fall under the Classroom Teacher definition above, and shall include but not be limited to ESA’s (Educational Staff Associates), Counselors, Teacher-Librarians, Instructional Coaches, Teachers on Special Assignment (TOSA).

**“Criteria”** shall mean one of the eight (8) state-defined categories to be scored for teachers, and five (5) criteria for certificated support personnel.

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

Principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement. (RCW 28A.405.130)

**“Evidence”** means observed practice, products or results of a certificated classroom teacher work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.

**“Four-level rating system”** means the continuum of performance that indicates the extent to which the criteria have been met or exceeded.

**“Instructional framework”** means one of the approved instructional frameworks adopted by the Superintendent of Public Instruction to support the four-level rating system pursuant to RCW 28A.405.100. The parties agree that CEL5D+ will be used during the lifetime of this contract.

**“Observe or observation”** means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the CEL 5D+ rubrics pursuant to this section.

**“Rubrics”** means the descriptions of practice used to capture evidence and data and classify teaching performance and student growth using the evaluation criteria and the four-level rating system.

**“Student growth data”** means relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools.

**“Summative performance ratings”** means the four performance levels applied using the four-level rating system: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; Level 4 - Distinguished.

## **Evaluation - Certificated Classroom Teachers**

### **Section 10.3 Evaluation Periods**

Provisional classroom teachers shall be observed for the purpose of evaluation at least two (2) times during the first year of employment. The first observation and evaluation shall be made within the first ninety (90) calendar days of employment. The second shall be made before May 15th of the current school year. See Appendices.

Employees in the third year of provisional status shall be observed at three (3) times in the performance of his/her duties for a total of not less than ninety minutes, and shall be provided with a written evaluation at least once per year. Such evaluation shall be completed prior to May 15th of each school year.

All other employees shall be formally observed for the purpose of evaluation at least twice per year and shall be provided with a written evaluation at least once per year. Such evaluation shall be completed prior to May 15 of each school year.

Total observation time for each employee for each school year shall be a minimum of sixty (60) minutes, and shall be for periods of not less than 15 minutes. A reasonable effort shall be made to observe teachers four (4) times per year as recommended by CEL5D.

Each of the described observations shall be made by a certificated administrator (evaluator) who is trained in observation, evaluation and the use of CEL 5D+ instructional framework as defined above. Following each observation, or series of observations, the evaluator shall promptly, within 10 working days, document the results of the observation in writing, and shall provide the teacher with a copy within three days after the report is prepared.

**10.3.2** Within thirty (30) days of employment or within thirty (30) days from the commencement of the school year whichever is later, the teacher shall be assigned an evaluator, shall be given a copy of the evaluation form to be used, and shall be apprised of the specific criteria upon which he/she will be evaluated.

**10.3.3** Each classroom teacher shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two (2) occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance which may include a pre-inquiry conference, a student growth goal setting conference and/or a mid-year review.

**10.3.4** A pre-inquiry conference shall be held between the employee and assigned evaluator at least one (1) day in advance of an observation, unless otherwise mutually agreed upon. The Pre-observation report form may be used to document the conference in order that the evaluator is apprised of the classroom teacher's objectives, methods, and materials planned for the teaching-learning situation to be observed.

Within seven (7) days following the scheduled observation, the evaluator shall provide written documentation (scripting) of the observation or series of observations to the employee on eVAL or the report forms in the appendix. The teacher and the evaluator may meet within three (3) days following receipt of the observation report to discuss areas of strength and suggestions for improvement.

**10.3.5** No comments or assessments resulting from a patron, student, community member, or colleague complaint shall be part of the teacher's evaluation.

**10.3.6** Teachers who may be assigned to classes other than in their areas of endorsement shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignment(s).

**10.3.7** Should the employee desire, he/she may attach written comments to the written evaluation, provided they are received by the evaluator within ten (10) days of the evaluative conference.

**10.3.8** Files pertaining to an employee kept by supervisory personnel, shall be purged at the end of each contract year unless forwarded to the employee's personnel file at the district office in accordance with Article IV, Section 4.5.2.

#### **Section 10.4 Procedures for Evaluation of Classroom Teachers**

**10.4.1** The evaluative criteria must contain the following:

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

**10.4.2** The evaluation shall include an assessment of the criteria using the instructional framework developed by CEL 5D+ and the Student Growth Rubrics as approved by OSPI. At least two (2) measures of student growth data must be used.

**10.4.3** A four-level rating system shall be used to evaluate the certificated classroom teacher. The summative performance ratings shall be as follows:

- a. Level 1 – unsatisfactory;
- b. Level 2 – basic;
- c. Level 3 – proficient;
- d. Level 4 – distinguished.

**10.4.4** A classroom teacher shall receive one of the four summative performance ratings for each of the minimum criteria in 10.4.1 of this Article, a student growth rating as described in section 10.5.4, and one of the four summative performance ratings for the evaluation as a whole, which shall be the final comprehensive summative evaluation performance rating.

**10.4.5** The following categories of classroom teachers shall receive an annual comprehensive summative evaluation:

- a. Classroom teachers who are provisional employees under RCW 28A.405.220;
- b. Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year;
- c. All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

**10.4.6 Focused Evaluation Procedure.** In years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation rating of level 3 or above in the previous school year are required to complete a focused evaluation.

- a. One of the eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
- b. The selected criteria must be approved by the teacher's evaluator and may have been identified in the previous comprehensive summative evaluation as benefiting from additional attention or as an area of expertise to be further developed.

- c. The evaluation must include an assessment of the criterion using the instructional framework rubrics and state-approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
- d. The focused evaluation will include the following student growth measures. If criterion 3, 6, or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use either criterion 3 or 6 student growth rubrics.
- e. **Summative Performance Rating for Focused Evaluation.** A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator. (WAC 392-191A-120)
- f. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15. The focused evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory, or as probable cause for the non-renewal of an employee's contract.
- g. A group of teachers may focus on the same evaluation criteria and share professional growth activities.

## **Section 10.5 Student Growth Data**

**10.5.1** Student growth data shall be a substantial factor in evaluating the summative performance of certificated classroom teachers. As used in this subsection, "student growth" means the change in student achievement between two points in time.

**10.5.2** The evaluator's determination of proficiency level ratings shall be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools.

**10.5.3** Student growth data elements may include the teacher's performance as a member of a grade- level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.

### **10.5.4 Student growth goals.**

Classroom teachers shall document student growth goals and may use the Student Growth Goal Setting template in Appendix I.

**10.5.5** When completing a comprehensive evaluation, an overall student growth score shall be generated for each teacher following the rules and procedures issued by OSPI. Ratings will be "low," "average" or "high" as follows:

#### **A. Student Growth Criterion Score**

The evaluator shall determine a student growth score for each teacher using the student growth components embedded in the instructional framework in criteria 3, 6, and 8. These components are SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8. Evaluators shall total the raw score on these components to determine the employee score of low, average, or high based on the scores below:

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

B. The evaluations of teachers with a preliminary rating of unsatisfactory and a high student growth rating will be reviewed by the evaluator's supervisor.

C. Teachers with a preliminary rating of distinguished with an average or high student growth rating will receive an overall distinguished rating.

- D. A classroom teacher with a preliminary evaluation rating of distinguished with a low student growth rating will receive an overall summative proficient rating.

**10.5.6** Certificated classroom teachers with a low student growth rating will engage in a student growth inquiry pursuant to WAC 392-191A-100. Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

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

### **Section 10.6 Probationary Guidelines**

**10.6.1** At any time after October 15<sup>th</sup>, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. During the period of probation, the employee shall not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignments contemplated by either the individual or the school district. A probationary period of at least sixty (60) school days shall be established.

Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15<sup>th</sup> of less than level 2.

The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:

- a. Level 1; or
- b. Level 2, if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience, and, if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and to make a written evaluation of the progress. The evaluator may authorize a second certificated administrator to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

- a. Should the evaluator not authorize an additional evaluator, the probationer may request that an additional evaluator become part of the probationary process. This request must be implemented by the district. The additional evaluator shall be selected from a list of evaluation specialists compiled in collaboration with the ESD and approved by the association.
- b. The additional evaluator shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

**10.6.2** The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.

**10.6.3** The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the district Superintendent.

**10.6.4** 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. (RCW 28A-405-100)

If a procedural error does materially affect the implementation of the evaluation process or plan of improvement, the employee may file a grievance pursuant to Section 15.1 Grievance Procedure.

**10.6.5** The probationer may be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program.

**10.6.6** If the employee has failed to make the necessary improvement as detailed in the prior written notice, the superintendent may make a determination of probable cause for non-renewal of contract pursuant to RCW 28A.405.300.

- a. Such cause is limited to matters identified in connection with the probationary procedures and notice.
- b. If probable cause for non-renewal action is found, the employee has ten (10) days after receiving written notice from the Superintendent of probable cause to request a hearing in writing to the Board of Director's pursuant to RCW 28A.405.300-310.
- c. Any classroom teacher, with the exception of provisional teachers, shall be granted a hearing to determine whether or not there is sufficient cause for discharge. In the event any such notice or opportunity for hearing is not timely given, or in the event cause for discharge or other adverse action is not established by a preponderance of the evidence at the hearing, the employee shall not be discharged or otherwise adversely affected in his or her contract status for the causes stated in the original notice.

### **Section 10.7 Notice of Discharge, Removal from Assignment**

**10.7.1** When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten days of completion of the second summative comprehensive evaluation or May 15<sup>th</sup>, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

**10.7.2** Following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings specified in 10.4.5 of this section, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

### **Section 10.8 Exceptions for Provisional Employees**

The above procedures are not applicable to provisional classroom teachers and other provisional certificated support personnel (RCW 28A.405.220). Employees are provisional during the first three years of employment in the district, unless: (a) The employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of employment with the new district; or (b) the employee has received



an evaluation rating below level 2 on the four-level rating system during the third year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level 2 rating; or (c) the district Superintendent may make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment by the district. Such employees must be evaluated in the same manner as other certificated employees and are entitled to notice of non-renewal of contract by May 15. Provisional employees are not, however, entitled to a board hearing or to a court appeal.

### **Section 10.9 Evaluation Report Forms**

All classroom teacher evaluations shall be made on the electronic eVAL system and/or on the district's Evaluation Report forms in the appendix.

### **Section 10.10 Evaluation - Certificated Support Personnel**

**10.10.1** Provisional certificated support personnel shall be observed for the purpose of evaluation at least two (2) times during the first year of employment. The first observation and evaluation shall be made within the first ninety (90) calendar days of employment. The second shall be made before May 15th of the current school year. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.

Certificated Support Personnel in the third year of provisional status shall be observed at least three (3) times in the performance his/her duties for a total of not less than ninety (90) minutes, and shall be provided with a written evaluation at least once per year. Such evaluation shall be completed prior to May 15th of each school year.

All other certificated support personnel shall be formally observed for the purpose of evaluation at least twice per year and shall be provided with a written evaluation at least once per year. Such evaluation shall be completed prior to May 15 of each school year.

Total observation time for each employee for each school year shall be a minimum of sixty (60) minutes.

Each of the described observations shall be made by the principal or his/her designee. Following each observation, or series of observations, the evaluator shall document the results of the observation in writing within ten (10) working days, and shall provide the employee with a copy within three days after the report is prepared.

**10.10.2** Within thirty (30) days of employment or within thirty (30) days from the commencement of the school year whichever is later, the teacher shall be assigned an evaluator, shall be given a copy of the evaluation form to be used, and shall be apprised of the specific criteria upon which he/she will be evaluated.

**10.10.3** Each employee shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance.

**10.10.4** At least one formal observation cycle will be conducted during the school year. A Pre-observation conference shall be held between the employee and assigned evaluator at least one (1) day in advance of the scheduled observation, unless otherwise mutually agreed upon. The Pre-observation report form (Appendix B) shall be used to document the conference in order that the evaluator is apprised of the employee's objectives, methods, and materials to be used during the observation.

Within seven (7) days following the observation, the evaluator shall provide written documentation of the observation to the employee on the report form (Appendix C). The employee and the evaluator shall meet within three days following receipt of the observation report in a Post-observation conference to discuss areas of strength and suggestions for improvement.

**10.10.5** No comments or assessments resulting from a patron, student, community member, or colleague complaint shall be part of the employee's evaluation.

**10.10.6** Should the employee desire, he/she may attach written comments to the evaluation, provided they are received by the evaluator within ten (10) days of the evaluative conference.

**10.10.7** Files pertaining to an employee kept by supervisory personnel, shall be purged at the end of each contract year unless forwarded to the employee's personnel file at the district office in accordance with Article IV, Section 4.5.2.

#### **Section 10.11 Short-Form Evaluation Procedure - Certificated Support Personnel**

After an employee has received four (4) years of satisfactory evaluations in the Chehalis School District, a short-form evaluation as prescribed by law may be used.

The short-form evaluation shall include either:

**10.11.1** One thirty (30) minute observation during the school year with a written summary, or,

**10.11.2** One final annual written evaluation based on at least two observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.

The standard evaluation process shall be followed at least once every three years, however.

The short-form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract under RCW 28A.67.070.

#### **Section 10.12 Probationary Guidelines for Certificated Support Personnel**

**10.12.1** At any time after October 15<sup>th</sup>, an employee whose work is judged unsatisfactory based on the district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable, measurable, specific, and achievable program for improvement. During the period of probation, the employee shall not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignments contemplated by either the individual or the school district. A probationary period of at least sixty (60) school days shall be established.

Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of experience and needs improvement.

**10.12.2** During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise and to make a written evaluation of the progress made by the employee. The evaluator shall authorize an additional evaluator at the employee's request to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

The probationer may be removed from probation if he/she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program.

**10.12.3** The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.

**10.12.4** The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the district superintendent.

**10.12.5** If a procedural error occurs in the implementation of the evaluation process or plan of improvement the employee may file a grievance pursuant to Section 15.1 Grievance Procedure.

**10.12.6** The employee may be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program.

**10.12.7** If the employee has failed to make the necessary improvement as detailed in the prior written notice, the superintendent may make a determination of probable cause for non-renewal of contract pursuant to RCW 28A.405.300.

- a. Such cause is limited to matters identified in connection with the probationary procedures and notice.
- b. If probable cause for non-renewal action is found, the employee has ten (10) days after receiving written notice from the Superintendent to request a hearing in writing to the Board of Director's pursuant to RCW 28A.405.300-310.
- c. Any employee with the exception of provisional employees shall be granted a hearing to determine whether or not there is sufficient cause for discharge. In the event any such notice or opportunity for hearing is not timely given, or in the event cause for discharge or other adverse action is not established by a preponderance of the evidence at the hearing, the employee shall not be discharged or otherwise adversely affected in his or her contract status for the causes stated in the original notice.

### **Section 10.13 Certificated Support Personnel Evaluation Report Forms**

All employees' evaluations shall be made on the Evaluation Report forms in the appendix.

## **ARTICLE XI: REDUCTION IN FORCE**

### **Section 11.1 Basic Tenets**

**11.1.1** That the local school district protect the professional integrity of all certificated staff members who are released from contract status because of emergency conditions due to the loss of revenues, and that their non-renewal should not reflect in any way upon their professional competency. The local school district will assist the employees in finding positions of equal status in another district wherever possible.

**11.1.2** That the School Board and administrative staff review and define the problem relating to a reduced educational program.

**11.1.3** That the administrative staff arrange a conference of building principals and two (2) members from the Chehalis Education Association Bargaining Team, to discuss the problem and to obtain their reactions and suggestions in regard to the nature of the problem, and cooperatively determine the best educational program possible within the limits of available revenue to the district.

**11.1.4** That the building principal and local association representatives report jointly to employees within each building and obtain their reactions and/or suggestions for resolutions of problems.

**11.1.5** That a conference, composed of representatives of the administrative staff, building principals and one employee from each building be held to develop recommendations to the School Board regarding the educational program.

**11.1.6** That the district retain as many certificated staff as possible under a curtailed program.

**11.1.7** That the determination of personnel to be retained be made on the basis of those persons properly certificated to conduct the reduced educational program.

**11.1.8** The final and ultimate decision of all employment contracts and program content rests solely with the district acting pursuant to this procedure.

**11.1.9** This procedure shall apply to all certificated employees except those employees excluded from the association bargaining unit by law. (Reference Board Policy 5280).

## **Section 11.2 Budget and Program Determination**

### **11.2.1 Budget and Budget Information**

The district shall report to the district and association identical facts, figures and other materials in order to determine the amount of projected revenue for the coming fiscal year. The district's objective shall be to identify all probable revenues available for the support of the educational program of the district.

### **11.2.2 Additional Revenues**

The district shall seek out, contact, apply for and negotiate for financial assistance from all known sources, and shall furnish the district and association reports of such efforts.

### **11.2.3 Minimum Criteria**

The following provisions shall be considered minimum criteria in establishing revenue to operate the instructional program.

- a) The lowest possible student-teacher ratio will be maintained as a matter of primary importance to the education of students.
- b) All cash reserves will be planned for use excepting a sum equal to five percent (5%) of the K-12 final fiscal budget, together with any carry-overs in the Special Education program and Green Hill program budgets.
- c) Capabilities will be maintained to provide required reports and processes, instructional content, and leadership, as well as to provide for health and safety of students and staff.

Any additional revenue which shall become available to the district at any time during the ensuing school year shall be used in accordance with the standards contained in this subsection. Should the use of said revenue allow the district to employ additional certificated staff covered by this procedure, said staff shall be employed from the employment pool established in Section 11.3 of this procedure.

## **Section 11.3 Staff Reduction and Recall Pool**

In the event that after application of Section 11.2 above, it is determined that the necessity exists to affect a reduction in staff for the ensuing fiscal year, the following procedures will be utilized:

### **11.3.1 Staffing Requirements/Qualifications**

- a) Criteria For Retention of Staff With Credentials Other Than Initial/Residency Certificates. The number of certificated staff positions available to operate the reduced instructional program shall be in conformance with 11.2.3 and/or 11.4 herein; provided, however, the parties agree that if the SPI Department of Certification extends and thereby requires endorsements to any existing certificates, then the staff retention process as detailed in 11.3.1.b below shall be applicable to the entire certificated staff.
- b) Criteria For Staff With Initial/Residency Level Certificates. In conformance with WAC 180-179-100, Personnel Assignment, the district will apply the following criteria in considering staff with Initial/Residency Certificates for retention in a reduced instructional program: first, qualifications as defined below; then, 11.3.3 and/or 11.4 herein.

"Qualifications" shall be defined as having an academic major, minor, prior successful teaching or professional experience in that grade level, subject or area of responsibility, or as determined by the district, or has sufficient other qualifications for the position.

When all other qualifications as defined above are equal, seniority in contracted certificated educational employment in Washington State shall be controlling.

### **11.3.2 Seniority**

In order to qualify for ranking, an individual certificated employee must possess such valid Washington State certificates as may be required by law and/or state regulation and be eligible for membership in the bargaining unit represented by the association for the purpose of bargaining under RCW 41.59.

### **11.3.3 Seniority Criteria**

The following criteria shall be applied in the order in which they are listed to the employees covered by this Agreement:

- a) The certificated staff members, identified in 11.3.1 above, shall be ranked as to total longevity seniority as a certificated employee in Washington State. In order to determine the number of years of seniority, the district and the association agree that years of service credited with the Washington Teacher's Retirement System shall control. Seniority includes Washington State teaching service prior to resignation or leave and can include substitute service if service credits have been earned within the Washington Teacher's Retirement System. In the event of a dispute between an employee's opinion and service credits, the burden of factual proof shall fall upon the employee.
- b) In the event that ties exist after the application of 11.3.3.a, those certificated staff members shall be ranked as to total longevity seniority as certificated employees in the district.
- c) In the event that ties still exist after the application of 11.3.3.b, those certificated staff members shall be ranked as to total education credits beyond the BA as computed by the district in accordance with placement on the salary scale as of October 1 of the then-current school year.
- d) In the event ties continue to exist, the final selection shall be made by lot by the association president.
- e) Those employees hired prior to June 1, 1996, and adversely affected by the contractual changes in 11.3.3.a, ratified in September 1996 shall not lose RIF ranking. All employees hired after June 1, 1996 would follow placement as outlined above.

### **11.3.4 Ranking Order**

- a) Seniority List: Every certificated employee shall be listed in conformance with 11.3.3.c above. The list shall be ordered from the highest rating with respect to the criteria to the lowest. Every certificated employee to which this procedure applies shall be provided with a list upon which that employee's name appears. In addition, the association shall be provided with an annual copy of the list which includes the information specified in this subsection. This list will be provided no later than February 1 of each year.
- b) Appeals: Any staff member may, in writing, and within five (5) work days of receipt of the list, file with the district, his/her objections to the ranking order. The employee may request consideration for the modification of the ranking order. Said individual must include in this request a full statement as to the fact on which the employee contends the list should be modified. If the district rejects this individual's request for modification of the list, he/she shall do so in writing and provide the individual and the association with copies thereof.

Any further appeal of placement shall be made pursuant to the grievance procedure of the district, provided, however, that this shall not prohibit the district from executing non-renewal or adverse contract actions pursuant to other provisions of this document or pursuant to law.

### **11.3.5 Staff Selection**

After 11.3.1 through 11.3.3 have been complied with, the certificated staff required to operate the program as defined under 11.2.1 above, shall be selected by the district in the following manner:

- a) The district shall allow all employees who so choose, upon written application, a leave of absence for the ensuing school year provided such leave request is submitted prior to May 1 of the existent school year, FURTHER, any certificated employee taking such leave shall be activated and re-assigned at the end of the ensuing school year at the same or comparable position and/or level with no loss of rights, benefits or seniority. Should revenue not be available to activate said individual at the ensuing year and implementation of this policy is again necessary, the staff reduction procedure shall be applied to those individuals previously on leave in accordance with its application to all other staff members.
- b) Staff selection shall be made from the list in strict descending order from the highest to the lowest listing on the basis of criteria listed in 11.1.7, 11.3.2 and 11.3.3, excepting those staff members by program necessity filling positions requiring special certification in addition to Washington State regular certification. The district shall have the right to make such assignments of certificated staff as are in the judgment of the Board, in the best interest of the educational program.
- c) A copy of the proposed list for retention and reduction shall be delivered to the association and the original delivered to the Board not later than May 5.
- d) The district shall, when assignments are made outside an employee's major area, provide such opportunity for orientation to the new duties as may be appropriate and as may be supported within the available revenues. In any event, the annual evaluations of employees so assigned shall bear the notation that the assignments upon which they are then being evaluated is an emergency assignment outside of their major area.

### **11.3.6 Non-Renewal and/or Adverse Change in Contract Status**

The district shall identify those individuals not selected for retention and those to be adversely affected in contract status, and thereafter such employees shall be notified, adversely affected or non-renewed according to law.

### **11.3.7 Recall Procedures**

All certificated employees who are non-renewed for economic reasons shall be placed in an employment pool for recall. Employment pool personnel shall keep the district Personnel Office advised of their current addresses. Employment pool personnel shall be given the opportunity to fill open positions for which they are qualified in 11.3.1 above. If more than one such employee is qualified for an open position, the criteria set forth in 11.3.3 shall be applied to determine who shall be offered such position. Any additional revenue that shall become available to the district at any time shall be used consistent with the guidelines and procedures specified in 11.2 and any resultant certificated employment opportunities shall be filled by recall of employees covered by this Agreement. When a vacancy occurs in a certificated non-administrative position for which any person in the employment pool qualifies, notification from the district to such individual will be made by certified or registered mail. Such individual shall have ten (10) work days from receipt of the letter to accept the position. If any individual in the employment pool fails to accept a full-time position for which the employee is eligible, or does not receive the employment notice because the district was not kept up to date of the individual's address pursuant to this procedure, such individual shall be dropped from the recall pool. At the end of the school year in which any instructional program pursuant to 11.2.3 is to be implemented, the certificated staff members remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified as per 11.3.2. In the event there are not sufficient positions to offer contracts to all employment pool personnel, the employment pool shall be reestablished. The district shall exhaust the recall pool of all eligible personnel before they hire any additional certificated staff for positions covered by this Agreement. The district shall draw their substitutes from the recall pool to the extent they are available and qualified.

## **Section 11.4 Emergency Action**

In the event that procedures provided in this section have not been completed prior to May 8, the district may, nevertheless, in order to meet the statutory requirement, notify those employees it

deems necessary that they will be non-renewed and/or adversely affected in contract status pursuant to law.

### **Section 11.5 Application to Law**

No provisions of this article shall be construed as an abrogation of the rights of any certificated employee or the employer pursuant to RCW 28A, or any successor statute, or any of the district's or the association's responsibilities under the cited statutes or successor statutes.

## **ARTICLE XII: INSTRUCTION**

### **Section 12.1 Class Size**

In elementary grades (K-5), if students in a regular classroom, general music classroom or P.E./fitness, exclusive of music performance classes (Band, Choral, Strings), and specifically planned large groups, exceed an individual class size of twenty one (21) in kindergarten, twenty three (23) in grades first and second, twenty four (24) in grade three, or twenty-six (26) in grades fourth or fifth, the building principal and impacted teacher(s) shall convene a Building Class Size Committee.

Special education students mainstreamed in regular elementary education programs for one or more hours per day shall be included in class size calculations.

In grades 6-12, if students in a regular classroom, exclusive of music and specifically planned large groups, exceeds an individual class size of thirty (30) students per individual staff member, or P.E./fitness classes exceed an individual class size of thirty-two (32) students per individual staff member, the building principal and impacted teacher(s) shall convene a Building Class Size Committee.

The Building Class Size Committee shall consist of the impacted teacher(s), building principal, building CEA representative and/or CEA officer and, at the option of the district, a District Office representative. If no resolution is reached within (3) school days by the Building Class Size Committee, the issue shall be appealed to the Superintendent or the Superintendent's designee and the impacted teacher(s) will be retroactively compensated (excluding the first two weeks of the term for grades 6-12) at the teacher's per diem per student.

The committee will consider, including, but not limited to the following options: (1) the addition of a new section or class, (2) the possibility of splitting the grade level with another, (3) provide additional classified staff assistance, (4) provide overload pay in the amount of the employee's per diem rate per student per month for class size.

### **Section 12.2 Student Support Load**

Case Load: Number of students served by an itinerant program staff.

Case Management: Number of IEPs for which an employee is directly responsible to develop and oversee.

Class Size: Number of total students a teacher has in a class period.

Resource (Educational Support) Program: Program that primarily serves students with three (3) or less IEP service areas and who spend less than 50% of their day in special education classes.

Self-Contained (Student Learning Center) Program: Program that primarily serves students with more than three (3) IEP service areas and who spend more than 50% of their day in special education classes.

Self-Contained Behavior Program: Program that primarily serves students with significant social emotional challenges. Placement in this program is an IEP team decision.

A full time equivalent (FTE) teacher's caseload, class size, or number of cases managed will be considered extraordinary when the following number of students or IEP cases managed are exceeded. When a School Psychologist's number of assigned students exceeds 900, the School Psychologist will be eligible for up to three (3) additional days of compensation. No other remedy as provided in this Agreement will be available to a School Psychologist when the total number of students exceeds 900.

Case Load for Itinerant Program Staff

SLP	55
OT	40
PT	30
Visually Impaired	15

IEP Case Management

Grades K – 5

Resource	30
Self-contained	15
Preschool (total 2 sections)	20
Self-Contained Behavior Specialist	15

Grades 6 – 12

Resource	30
Self-contained	15
VISIONS Program	18
Self-Contained Behavior Specialist	15

IEP Class Size

Grades K-5

Resource	16
Self-contained	15
Preschool (two sections total)	20

Grades 6-12

Resource	18
Self-contained	15

A special education employee who is impacted by an extraordinary caseload, class size, or number of IEP cases managed may first bring the concern to his/her immediate building principal. The building principal and impacted teacher(s) shall convene a Building Class Size/Case Load Committee.

The Building Class Size/Case Load Committee shall consist of the impacted teacher(s), building principal, the Special Education Director, building CEA representative and/or CEA officer and, at the option of the district, a District Office representative. If no resolution is reached within three (3) school days by the Building Class Size/Case Load Committee, the issue shall be appealed to the Superintendent or the Superintendent's designee and the impacted teacher(s) will be retroactively compensated (excluding the first two weeks of the term for grades 6-12) at the teacher's per diem per student.

The committee will consider the following options, including but not limited to: (1) the addition of a new section or class, (2) provide additional classified staff assistance, (3) reassign students and/or reconfigure classes, (4) provide three (3) hours at per diem pay for each case load overage per quarter.



### **Section 12.2.1 Policies and Procedures**

The District will provide the CEA president and all special education certificated staff with District Special Education Procedures pursuant to Board policy. Said procedures will be provided no later than the District Day.

### **Section 12.2.2 Site-Level Special Education Committees**

Each site will develop a process, including a committee composed of special education and general education employees, to address the challenges faced at their site. Each site will continue to seek solutions and create options for a continuum of services as deemed appropriate through its collaborative special education committee. Special education building designee or the special education director will assist and support sites to provide such a continuum of services. Each site special education committee will review on an ongoing basis program issues such as, but not limited to, the following:

1. Flexibility of their site model
2. An appropriate continuum of options
3. Effective collaboration and inclusion between special education and general education staff
4. Overall best practices and program effectiveness
5. Review and recommend at each site the use of the special education professional development fund
6. Group of qualified professional (GQP) process, agenda, and format

### **Section 12.2.3 Special Education Collaboration and Training**

One (1) day will be available to Special Education Staff for a group meeting (full day or 3.75 hour halves) at the direction Special Education Director for training and collaboration. If such one (1) day or portion thereof is scheduled outside the regular workday or work year participation will be compensated at the employee's per diem rate.

### **Section 12.3 Classroom Visitation**

To provide the patrons of the district the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are set forth:

1. If a visitor wishes to observe a classroom, the time shall be arranged after the principal has conferred with the employee at least twenty-four (24) hours in advance.
2. If the purpose of the classroom visitation is to observe learning and teaching activities, the employee may require a conference with the visitor before or after the visit.
3. The employee or the administrator may withhold approval if particular events would be adversely affected by a visit. If a visitor's presence becomes disruptive, the employee will contact an administrator for the removal of the visitor.

### **Section 12.4 Curriculum**

The association may recommend to the employer topics for after school courses, workshops, conferences and programs designed to improve the quality of instruction.

The district will endeavor to provide in-service training opportunities for employees responsible for new curricular programs.

### **Section 12.5 Classroom Management**

In conformity with student rights and responsibilities, every employee shall have the right and duty to maintain good order and discipline at all times.

The district shall support and uphold its employee when the employee acts in a legally approved manner in maintaining good order and discipline.

The district has the responsibility in suspending, expelling and/or disciplining of unruly, disruptive, insubordinate students or those students who have attacked or threatened attack on an employee.

### **Section 12.6 Special Education**

The district and the association recognize the right of all students to be educated in an environment appropriate to his or her needs. The inclusion of students with disabilities in the regular education program requires cooperation and communication between regular and special education staff. The regular education teacher is considered a valuable partner in the GQP and IEP process. (GQP - group of qualified professionals)

If, in the judgment of the employee, a student with disability is not profiting from a placement or the student is creating a substantial disruption to the education process, the employee may request a meeting of the GQP to discuss the placement, request assistance and/or recommend that consideration be given to modifying the IEP, consistent with federal, state and district rules, regulations and policies.

Non-school time (beyond the 7.5 hour day) for GQP and/or IEP involvement shall be addressed through use of release time, employment of substitutes where necessary, or changes in scheduling of sessions where possible.

In order to facilitate the inclusion of students with disabilities in the regular classroom and to involve special education and regular education staff in planning activities, a Special Education Advisory Committee shall be formed. The association shall appoint three (3) committee members to meet, as needed, with Special Services and district administrators to discuss ways to implement changes as well as ensure that information and assistance is available to staff experiencing problems with the impact of special needs students in regular classroom settings.

## **ARTICLE XIII: ECONOMIC PROVISIONS**

### **Section 13.1 General Provisions - All Employees**

The granting of experience increment and education increment shall be given only under strict compliance to state-mandated rules and regulations dealing with salary eligibility and compliance standards.

#### **13.1.1**

The District will accept all credits and clock hours that are accepted by the State of Washington. Clock hours provided to employees by the District will be at no charge to District employees.

Application for higher classification on the salary schedule shall be made prior to October 1 of the affected year by filing an official transcript of credits with the District Office. Credits earned after September 1, 1995, must satisfy the criteria found in WACs 392 - 121 - 255 - 257, and - 259.

**13.1.2** The association, district and all employees recognize that it is the individual employee's professional responsibility to maintain a training level assuring contemporary knowledge and skill appropriate to their assigned instructional level and subject matter.

**13.1.3** Credit shall be given for previous educational experience in accordance with the following:

- a) Prior certificated experience shall accumulate in tenths of school years.
- b) The traditional academic year shall be counted as 1.0 school year.
- c) No more than 1.0 school year of experience may be counted for any twelve (12) month period.
- d) Prior experience shall meet the professional experience criteria as defined by SPI regulations and directions for completing form S-275.

**13.1.4** A certificated employee moving to the district from another Washington State school district will be granted full credit for previous certificated experience.

**13.1.5** All individual employee contracts shall be subject to and consistent with Washington State law. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms and conditions of this Agreement.

For certificated employees identified by the district for continuation of employment by May 15 of a given school year, the district shall issue a letter of intent offering employment for the succeeding school year. The letter of intent will be issued by May 30 and the employee shall have ten (10) business days to sign and return a binding verification of the employee's intent to return to district employment for the succeeding year.

**13.1.6** Three (3) copies of the individual employee contract shall be given to the employee each year for signing. The two executed copies shall be forwarded to the employer, and thereafter one (1) copy shall be placed in the individual employee's personnel file and one (1) copy shall be forwarded to the payroll department for processing. The third copy will be retained by the employee for their records.

**13.1.7** It is understood and agreed that each employee shall return the executed contract offer copies within fifteen (15) days of the date of mailing or personal delivery by district, and failure to so return the executed copies within the time period shall result in the forfeiture of the employee's rights to a continuing contract under the terms of the agreement and Washington State law.

### **13.2 Supplemental Contracts**

Extended contracted assignment(s) authorized by the district shall be compensated at a per diem rate 1/180th of the employee's regular contracted rate of pay.

### **Section 13.3 Supplemental Activity Contracts**

**13.3.1** Supplemental activity contracts for certificated employees represented by this bargaining unit will be paid consistent with the certificated instructional staff supplemental salary schedule for the term of this agreement.

**13.3.2** There shall be a supplemental contract issued to each employee for the specified supplemental activities assigned. The amount paid for such assigned activities is calculated on the base of the Chehalis Certificated Staff Salary Schedule.

**13.3.3** The district agrees to issue supplemental contracts no later than thirty (30) days following the assumption of duties.

### **Section 13.4 State Industrial Insurance**

The district shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

### **Section 13.5 Insurance Benefits**

The parties agree that the existing insurance provisions identified in Section 13.5 through Section 13.5.4 Insurance Benefits will remain in effect through December 31, 2019. Effective January 1, 2020, the School Employee Benefits Board (SEBB) will be responsible for the administration of the health benefits as it pertains to employees covered under this agreement and Section 13.5.1 through Section 13.5.4. Insurance Benefits of this agreement will be null and void. The District will comply with State Law regarding the implementation of SEBB.

For the months of September through December 2019, the district will contribute to the insurance pool: \$70,000.

In addition to the state funded allocation determined by the Health Care Authority, the District will contribute the following:

Effective January 2020, the District will contribute for each employee up to \$90 per month toward the payment of medical insurance premium costs.

Effective 2020-2021, the District will contribute for each employee up to \$120 per month toward the payment of medical insurance premium costs.

Effective 2021-2022, the District will contribute for each employee up to \$150 per month toward the payment of medical insurance premium costs.

**13.5.1** The employer shall permit payroll deductions for district and association approved tax-sheltered annuity programs. Such employee participation shall be at the employee's sole expense.

**13.5.2** The district will offer the Section 125 option of exempting personal insurance contributions as prescribed by regulation. In addition, the district may modify or terminate the agreement, if necessary, in order to avoid conflict with the Internal Revenue Service regulations.

#### **Section 13.6 Salary Payment Method**

All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. The contract period will be from September 1 to August 31 of the succeeding year. Pay will be received on the last weekday (exclusive of a holiday) of every month.

#### **Section 13.7 Summer Employment**

Summer professional employment in the district shall be assigned in accordance with the following priorities in the order listed:

**13.7.1** Certificated employees of the district who have developed the specific program being implemented or who have been working in the program during the school year.

**13.7.2** Other certificated employees of the district who are not associated with, but qualified for, the specific program being implemented.

**13.7.3** Other certificated persons who are considered by the district to be qualified for the program being implemented.

**13.7.4** Employees requested to do summer work must commit themselves by May 1 or within seven (7) days, whichever is later, or lose rights contained in Item 13.7.1 above.

#### **Section 13.8 Salary Provisions**

**13.8.1** Placement on the Chehalis Certificated Staff Salary Schedule shall be determined by each employee's state recognized degree(s), credits and clock hours earned beyond the highest degree, and experience in accordance with criteria defined by SPI regulations and directions for completing form S-275.

- a) The Chehalis Certificated Staff Salary Schedule shall be subject to and conform with any salary limitations imposed by the State of Washington.
- b) If, for any reason, the district is found in non-compliance with state salary regulations, provision is acknowledged for the district to adjust salaries to establish and maintain compliance and to avoid any penalty for non-compliance.

- c) Educational training increments will not be recognized for purposes of salary schedule placement until October 1. All education and experience increments shall be paid retroactive to Sept. 1. Experience increments will be paid beginning Sept. 1.
- d) Data for computation of the final salary schedule shall be taken from the October 1, S-275 Certificated Personnel Report.
- e) Data for computation of the final salary schedule shall be taken from the October 1, S-275 Certificated Personnel Report.

### **13.9 Work Year**

**13.9.1** The annual length of the employee regular employment contract shall be one hundred and eighty (180) days.

### **13.9.2. Mandatory, 6.33 included in one supplemental contract:**

Day 1	181st Day (Day prior to start of school)
Day 2	Building Day (full day or 3.75 halves)
Day 3	Building Day (full day or 3.75 halves)
Day 4	Building Day (full day or 3.75 halves)
Day 5	Building Day (full day or 3.75 halves)
1.33 Days = Ten (10) hours	

#### **Menu for ten (10) hours:**

1. One activity shall be an Open House if desired by the building administrator.
2. At pre K-5, a second activity shall be a music program if desired by the building administrator.
3. Hours will be used for curriculum, instruction, and/or assessment work.
4. Other activities may include music programs, graduations (High School, Green Hill), or other activities mutually agreed to by the employees and administrators.

Eight (8) additional hours are made available for IEP, GQP, and 504 meetings and conferences scheduled the contractual work day. For Special Education teachers, twelve (12)) additional hours are made available for a total of twenty (20) hours, which may be used for IEP and scheduled GQP meetings. Itinerant staff including, but not limited to, school psychologists, SLPs, OTSs, PTs, and the Vision specialist will receive an additional twenty (20) hours for creation of evaluation reports and Medicaid billing.

### **13.10 Retirement Recognition**

Employees who have applied for and are accepting retirement or separation of service from the Washington State Department of Retirement Services will have two additional individual days, flexibly scheduled, paid at a rate of \$800 per day, and recorded by time cards when total day has been worked.

### **13.11 Longevity Recognition**

Employees having completed 20 years of regular contracted service in the Chehalis School District shall receive \$500 annually.

Employees having completed 25 years of regular contracted service in the Chehalis School District shall receive \$1,000 annually.

Employees having completed thirty (30) years of regular contracted service in the Chehalis School District shall receive \$1,500 annually.

Employees having completed thirty-five (35) years of regular contracted service in the Chehalis School District shall receive \$2,000 annually.

Employees having completed forty (40) years of regular contracted service in the Chehalis School District shall receive \$2,500 annually.

### **13.10.1**

When schools are closed due to emergencies, employees will not be charged sick or personal leave. If an employee is attending district-approved conferences/training/classes on a regularly scheduled student day(s) when schools are closed due to emergency, the employee shall be paid per diem for the day.

### **13.11 Timecard Deadline**

Employees shall claim time for payment within 60 work days following the date(s) that the work was performed, but not later than August 1.

### **Section 13.12 Travel Reimbursement**

Employees required to use a personal automobile to travel on district authorized school business shall be compensated at the current rate allowed by the IRS reimbursement schedule, effective the day of IRS notification.

### **Section 13.13 Payroll Deductions**

#### **13.13.1**

All salaries are subject to payroll deductions for:

- a) Washington State Teacher's Retirement
- b) Federal Withholding taxes
- c) FICA taxes
- d) Absences not provided for by leaves shall be computed at the per diem rate of the employee's annual salary.

#### **13.13.2**

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

- a) Additional Federal Withholding tax
- b) district-approved medical plans
- c) district-approved tax sheltered annuities
- d) district-approved salary insurance
- e) Dues in accordance with the provisions of this Agreement
- f) United Way
- g) Approved credit union
- h) NEA and WEA Political Action Committee
- i) Other district-approved deductions

### **Section 13.14 Staff Development**

#### **13.14.1 Resource Fund**

The district shall establish a Staff Development Resources Fund designed to enhance staff development and excellence to district curriculum and instruction in an amount of forty thousand and three hundred dollars (\$40,300.00). This allocation of money shall be divided up by buildings:

W.F.West	\$11,500
CMS	\$8,600
Lintott	\$8,600

Smith	\$8,600
Student Support	\$1,000
Green Hill	\$1,000
Lewis County Alternative School	\$1,000

Each unit staff and administrator shall cooperatively determine how their unit allocation will be expended in keeping with the intent of district-wide staff development, curriculum and instruction improvement. Each building shall establish a staff development committee composed of a minimum of two CEA selected members and one administrator whose function shall be to implement the recommendations of the unit staff and administrator.

### **13.14.2 Professional Publications Fund**

The district shall establish a Professional Publications Fund in an amount of \$300.00 per building. The purpose of this Professional Publications Fund is for the purchase of professional journals and/or books to support growth opportunities among certificated staff. This fund shall be monitored through the respective Building Level Staff Development Committees.

### **Section 13.15 Non-Instructional Hourly Rate**

District-offered work not related to instruction shall be compensated at the hourly rate of forty dollars (\$40) per hour.

### **Section 13.16 Curriculum Hourly Rate**

District-offered curriculum work shall be compensated at the hourly rate of forty dollars (\$40) per hour.

### **Section 13.17 Professional Training and Meetings**

An employee requested by the district to attend training courses or professional meetings as a condition of employment shall be compensated for tuition and reasonable expenses incident to attendance. When attendance time falls within normal work times, the employee shall be compensated by regular pay.

In pursuit of academic excellence, any certificated staff member attending training courses or professional meetings at the district's request, outside normal work hours, shall be compensated at a per diem hourly rate for actual time of attendance.

### **Section 13.18 Covering of Classes**

If it becomes necessary to have an employee cover a class during his/her preparation time, the district shall pay the employee at a per diem per hour rate for time covered in addition to his or her regular contracted pay.

### **Section 13.19 Supervisor Pass**

The district will make arrangements to offer a supervisory pass good for all W.F. West High School regularly scheduled home athletic events to employees. This pass is good only for the person to whom it was issued. Persons holding such a pass and in attendance at events will be expected to respond to inquiries for supervisory assistance. Retiring employees with at least twelve (12) years service in the Chehalis School district shall receive a lifetime supervisory pass good for all W. F. West High School regularly scheduled home athletic events. The Payroll Office will attach a supervisory pass request form to the retiring employee's final payroll check.

The retiring employee has the responsibility of completing the pass request form and submitting it to the Athletic Director for processing.

### **Section 13.20 Out of Pocket Expenses**

The district will allocate \$350.00 per FTE for reimbursement or purchase of allowable district expenses including, but not limited to, incidental classroom/work site materials, student performance incentives and supplies. Receipts for reimbursement or requests for purchases are to be submitted no more than two (2) times per year.

## **ARTICLE XIV: CALENDAR**

The parties shall meet each year by October 15 to discuss the calendar for the coming year. A completed calendar proposal will be available for publication on December 15. If the parties have not reached final agreement on a calendar for the succeeding school year by December 15, the district shall establish and publish the calendar pending Board approval.

The criteria to be considered will include (but will not be limited to) the following traditional calendar criteria:

- The first student day shall be the first Tuesday after Labor Day.
- No mandatory in-service days scheduled the Friday before Labor Day.
- Holidays observed as provided by law.
- Spring vacation first full week in April.
- Schools shall be operated for one hundred and eighty (180) days of classes, exclusive of Saturdays, Sundays and the periods of closure specified above. Lost school days will be made up at the end of the school year, or at other times mutually agreed to by the district and the association.
- The day before Thanksgiving and Winter Breaks, and the last day of school, students will be in attendance one-half day. The actual time schedule of these one-half day releases will follow the traditional release schedule established by the district for the last day of school.

## **ARTICLE XV: CONFLICT RESOLUTION**

Purpose: The purpose of Article XV is to provide for the orderly and expeditious adjustment of building level concerns or grievances within the Chehalis School District.

Definitions: As used in Article XV Conflict Resolution,

"Grievance" - an alleged misinterpretation or misapplication of a term(s) of this agreement.

"Grievant" - an employee or a group of employees "association as Grievant."

"Work Days" - those days on which the individual(s) involved would be at work.

Grievances which the association may have against the district shall be limited to matters dealing with an alleged misinterpretation or misapplication of a term(s) of this agreement respecting association rights, and shall be commenced at Step II of the Agreement.

### **Section 15.1 Grievance Procedure**

The grievance procedure provides a means for resolution of disagreements wholly arising from which an alleged misinterpretation or misapplication of a term(s) of this agreement. Matters not pertaining to an alleged misinterpretation or misapplication of a term(s) of this agreement are specifically excluded from action under this section by this reference. It is also understood and agreed that matters pertaining to Article VIII, Employee Support Facilities, are grievable but are limited to Steps I through III of this procedure, with the non-availability of Step IV (arbitration) relief.

Employees may elect use of the following procedure whenever they believe an alleged misinterpretation or misapplication of a term(s) of this agreement has aggrieved them. Said alleged grievance must be filed within twenty (20) work days of occurrence or of knowledge of occurrence or at such time as the employee should reasonably have had knowledge of such occurrence, whichever occurs first. Grievances will be processed as rapidly as possible: the number of days indicated at each step will be considered maximum and the association and the district shall make all reasonable efforts to expedite the process. Time limits under unusual circumstances may be extended by mutual consent. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Failure of the grievant to proceed with the grievance within the time limits provided will result in the dismissal of the grievance.

Failure of the district to take the required action within the time limits provided will entitle the association or the employee to proceed to the next step of the grievance procedure.

#### **15.1.1 Step I**

A grievant shall discuss an alleged grievance first with the building principal or immediate supervisor. Every reasonable effort shall be made to resolve the matter at this level in an informal manner.



### **15.1.2 Step II**

If the matter cannot be resolved at Step I within five (5) work days, the aggrieved or the association may formalize the alleged grievance in writing, and within three (3) work days after the five (5) work day period, submit it to the district and the association.

Such written grievance shall include the following:

- a. The facts on which the grievance is based.
- b. A reference to the provisions in this Agreement which have been allegedly violated.
- c. The remedy sought.

Such statement will be controlling and will not be modified during the grievance process, unless by mutual consent. A written decision by the district will be rendered within ten (10) work days after receipt of the written grievance.

### **15.1.3 Step III**

In the event the alleged grievance is not resolved at Step II, the grievant may, within five (5) work days of receipt of the district's decision, request in writing, a hearing with the Board of Directors for the purpose of resolving the grievance. The Board shall, within ten (10) work days following the receipt of the written request, or such other time period as the parties mutually agree, hear the alleged grievance and will attempt to reach a satisfactory resolution. The determination and decision of the Board shall be within seven (7) work days after the conclusion of the hearing.

### **15.1.4 Step IV**

If the alleged grievance is not resolved at Step III, the grievant or the association may request, in writing, that the association submit the alleged grievance to arbitration. If the association through its representative counsel determines that the grievance will be submitted to arbitration, the association, after written notice to the district, and within fifteen (15) work days after receipt of the Board's determination, may submit the grievance to binding arbitration. The Arbitration Committee's deliberation will be limited to the statement of grievance and proposed resolution. Further, the Arbitration Committee will be without power to make a decision which requires commission of an act prohibited by law or which is outside the scope of this Agreement. If any question arises as to arbitrability, such question will first be ruled upon by Arbitration Committee selected to hear the dispute.

The Arbitration Committee shall be composed of three (3) members: one selected by the association, one selected by the district, and the third to be a certified Arbitrator registered with the American Arbitration Association and jointly selected by the two previously named individuals. The association and the district shall name their respective committee members within seven (7) work days of written demand for binding arbitration. The selection of the third member shall be made within five (5) work days of the time of selection of the last of the two committee members, and shall be made from a list of arbitrators provided by the American Arbitration Association. If the parties cannot agree as to the arbitrator within five (5) work days, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules. The individual selected by the committee members representing the association and the Board, or by the AAA, will service as chairman. The parties shall be bound by the rules of the American Arbitration association except as may be provided herein.

Within fifteen (15) work days following completion of staffing of the Arbitration Committee, the Arbitration Committee will confer with the representatives of the Board and the association, hold the hearing, and will issue a decision not later than twenty (20) work days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date that the final statements and proof are submitted to the Board and the association and shall be final and binding upon the parties. Each party shall be responsible for costs incurred for their respective appointed representative on the Arbitration Committee. The costs for services of the Arbitrator, including per diem expenses, travel and substitute expenses and the cost of any hearing room, shall be borne solely by the party or parties initiating the request for arbitration under Step IV.

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

### **Section 15.2 Patron Complaint Policy**

The district believes it is a fundamental right of citizens to express concerns regarding the educational programs or activities of the district. Complaints concerning programs or personnel of the school district will be dealt with expeditiously with regard for the due process rights of citizens, staff and students.

The district has developed procedures under separate policies to be followed in processing concerns specifically related to the following: (1) rights of handicapped persons; (2) concerns regarding instructional materials; (3) cases of alleged sex discrimination; and, (4) issues connected to student discipline.

Persons having concerns in one of these areas are encouraged to seek assistance from the District Office in identifying appropriate procedures. Persons having concerns or complaints not related to these four categories should be referred to Article XV, Section 15.2.1-15.2.6. Persons having concerns or complaints not related to these four categories shall follow the procedures listed below:

When a complaint is filed (written or verbal) concerning an employee in the district, the following procedure will be followed to resolve the problem:

The patron making the complaint must talk to the employee involved and give him or her the opportunity to resolve the issue. It will be the prerogative of either the patron making the complaint or the employee involved to ask a building administrator and/or a CEA representative to be present during this meeting.

**15.2.1** Most complaints can be resolved by informal discussions between the patron and the employee. Should the matter not be resolved, the principal shall attempt to resolve the issue through a conference with the patron and the employee. If the patron refuses to attend a conference with the employee, then the principal or designee shall act as an intermediary.

**15.2.2** If the problem is not satisfactorily resolved at the building level, the patron shall meet with the superintendent. If the superintendent is able to resolve the situation, a written summary of the successful resolution will be forwarded to the employee. If the situation is not resolved, the superintendent will facilitate a written complaint which describes the problem and a suggested solution. The superintendent shall send copies to the principal and employee.

**15.2.3** The employee shall respond to the superintendent in writing or in person.

**15.2.4** The superintendent shall then attempt to resolve the matter through a conference with the patron, employee, and principal.

**15.2.5** If the matter is still not resolved, the superintendent shall present the issue to the Board. If the complaint is against an employee, the complaint shall be handled in executive session in the presence of the employee. The Board shall attempt to make a final resolution of the matter. Any formal actions by the Board must take place at an open meeting. If such action may adversely affect the contract status of the employee, the Board shall give written notice to the employee of his/her rights to a hearing.

## **ARTICLE XVI: SCOPE OF AGREEMENT**

### **Section 16.1 Mandatory Subjects of Bargaining**

The district agrees that the association has the right and responsibility to represent the interest of all employees governed by this Agreement, and to present views to the district on matters of concern to employees within the association.

The district, for the duration of this Agreement, further agrees that matters for collective bargaining shall be defined as wages, hours and terms and conditions of employment including, but not limited to: teaching hours; extra compensation for work outside regular teaching hours; leaves; and general working conditions. The district shall provide to the association president any proposed policy that might affect conditions expressed in this section at least five (5) days in advance of the first reading before the Board.

### **Section 16.2 Contract Compliance**

All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement.

### **Section 16.3 Distribution of Agreement**

Within thirty (30) days of the final signing of this Agreement, the District shall post the entire Agreement on the District web site. Each year, the district will post the updated salary schedule. Each party shall be responsible for its own hard copy printing.

## **ARTICLE XVII: NO STRIKE PROVISION**

**17.1** The district and the association agree that the public interest requires efficient and uninterrupted performance of the educational process and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The association and the district recognize that the cessation or interruption of professional services by teachers is in violation of this Agreement. The district and the association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without any form of interruption of the total school program.

**17.2** No employee shall willfully absent himself/herself from his/her position or abstain in whole or in part from the proper performance of his/her duties of employment.

**17.3** The association agrees not to strike.

The association agrees it shall not request, recognize or engage in any sanction activities against the district.

**17.4** The association agrees the district has the right to discipline any association member for his/her violation of the no-strike provision found in Article XVII.

## **ARTICLE XVIII: DURATION CLAUSE**

### **Section 18.1 Duration**

This agreement, upon ratification by both the district and the association, shall become effective on September 1, 2019, and remain in effect through August 31, 2022. The district agrees to pass through to association members automatically any legislatively-approved salary and insurance benefit provisions for the duration of the contract period.

## **ARTICLE XIX: RE-OPENER CLAUSE**

### **Section 19.1**

It is understood and agreed that matters contained or spoken to in this Agreement are not subject to further collective bargaining between the parties during the term of this Agreement unless both parties mutually agree in writing.

### **Section 19.2**

Negotiation of the Agreement may be reopened by written mutual agreement of the association and the district. Discussion of the application of the Agreement may be held at the request of either the district or the association at any mutually agreed upon time.

Negotiations will be reopened if any portion of this Agreement is held contrary to any federal or state statute, provided, however, that such negotiation shall pertain only to that portion held contrary to law.

### **Section 19.3**

No later than March 1, of the year of expiration of the Agreement negotiation sessions shall be scheduled to bargain a successor agreement.

In the event collective bargaining on a successor agreement has not been completed prior to the expiration date of this Agreement, the provisions of this Agreement shall be in effect until a successor agreement has been ratified by both parties of this Agreement, and it is understood and agreed that contracts may be offered and issued pursuant to Article XIII, Section 13.1.8, hereof.

Both parties agree that annual openers of the contract are by mutual agreement only.

# **Chehalis School District Certificated Staff Evaluation Forms**

**Chehalis School District No. 302**  
**Annual Certificated Support Personnel**  
**Evaluation Report**

**Check One**  
 Long Form ☐  
 Short Form ☐

Meeting 1 Date: \_\_\_\_\_

Meeting 2 Date: \_\_\_\_\_

Name: \_\_\_\_\_

School(s): \_\_\_\_\_

 Assignment: \_\_\_\_\_  
 (if less than full-time, specify)

Evaluator's Signature	Title	Date

This evaluation is based upon informal observations and formal observations which occurred on the dates and for the durations indicated below:

Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

<b>CRITERIA:</b> (Refer to list of adopted criteria)
1. Knowledge and scholarship in special field
2. Specialized skill
3. Management of special and technical environment
4. Support person as a professional
5. Involvement in assisting pupils, parents and educational personnel

<b>PURPOSE OF EVALUATION:</b>
1. To assess the performance of the bargaining unit member.
2. When appropriate, identify specific training needs and areas of improvement of the bargaining unit member.
3. To establish a basis for satisfactory or unsatisfactory status of the bargaining unit member's overall performance.

My signature below indicates the I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

_____ DATE	_____ BARGAINING UNIT MEMBER SIGNATURE
---------------	---

**Chehalis School District No. 302**  
**Certificated Support Personnel Pre-Observation Form**  
**(Employee Completes Prior To Observation)**

Name: \_\_\_\_\_ Observation Date: \_\_\_\_\_  
School(s): \_\_\_\_\_ Observation Time: \_\_\_\_\_  
Subject Area / Class Observed: \_\_\_\_\_

1. Description of Setting:

2. Objective(s) for the observation period:

3. Techniques you will utilize:

4. Is there a specific goal, or area, of the observation period for which you would like to have feedback from the evaluator? If so, describe:

**Chehalis School District No. 302**  
**Certificated Support Personnel Observation Report**

Name: \_\_\_\_\_ Observation Date: \_\_\_\_\_

School(s): \_\_\_\_\_ Observation Time: \_\_\_\_\_

Situation Observed: \_\_\_\_\_

**1. Description of Setting:**

**2. Analysis of the situation observed:**

**3. Commendations:**

**4. Recommendations:**

My signature below indicates the I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

_____	_____
Bargaining Unit Member's Signature	Date

_____	_____
Evaluator's Signature	Date



## Chehalis School District No. 302

### Certificated Support Personnel Evaluation Report Long Form

NAME: \_\_\_\_\_

**Dates and Duration of  
Observations**

SCHOOL(S): \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

*(If less than full-time, specify)*

M = Meets Expectations

N = Needs Improvement

U = Unsatisfactory

Items marked "N" must be followed by a written comment. Items marked "U" must be addressed with at least one plan for improvement.

**1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** The bargaining unit member demonstrates a depth and breadth of theory and content in general education and areas of specialization.

Performance Indicators

- 1.1. Demonstrates knowledge and understanding of state educational goals by using state essential academic learning requirements, district benchmarks and / or district adopted curriculum as the framework for program support;
- 1.2. Shows enthusiasm and interest in areas of specialization;
- 1.3. Keeps abreast of developments in areas of specialization;
- 1.4. Demonstrates competence in and a working knowledge of areas of specialization.

Comments:

**2. SPECIALIZED SKILLS.** The bargaining unit member demonstrates a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Performance Indicators

- 2.1. Demonstrates goals and objectives which will facilitate the implementation of programs and services;
- 2.2. Administers assessment procedures effectively;
- 2.3. Designs and conducts programs providing specific services within the professional's discipline;
- 2.4. Uses assessment and non-assessment data in developing specialized programs.

Comments:

**3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** The bargaining unit member demonstrates, in his/her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Performance Indicators

- 3.1. Organizes the physical setting so that it contributes to learning;
- 3.2. Maintains orderly, efficient environment conducive to learning;
- 3.3. Implements well-defined procedures, yet remains flexible;
- 3.4. Utilizes support staff;
- 3.5. Maintains accurate and timely records;
- 3.6. Implements school and district rules and policies;
- 3.7. Effectively uses instructional period;
- 3.8. Maintains control and supervision of materials, equipment, and other resources;
- 3.9. Deals effectively and appropriately with student discipline problems.

Comments:

**4. SPECIALIZED SKILLS.** The bargaining unit member will demonstrate an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Performance Indicators

- 4.1. Reports regularly regarding student progress according to district and building procedures;
- 4.2. Consults with other staff, school personnel and parents concerning the development, coordination and/or extension of services to those needing specialized programs;
- 4.3. Plans and develops a program to serve the preventive and developmental needs of the school population and the special needs of some students;
- 4.4. Interprets characteristics and needs of students to parents, staff and community, in-group and individual settings, via oral and/or written communication;
- 4.5. Uses student achievement data to guide improvements;
- 4.6. Actively and collaboratively participates in the school improvement process through data collection and analysis, improvement planning, professional growth activities and evaluation.

Comments:

**5. SUPPORT PERSON AS A PROFESSIONAL.** The bargaining unit member exhibits, in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of his/her areas of specialization, and a commitment to education as a profession.

Performance Indicators

- 5.1. Works toward continuous improvement, works productively with colleagues, shares responsibility;
- 5.2. Engages in professional improvement activities;
- 5.3. Adheres to the professional code of ethics;
- 5.4. Maintains certificates and licenses appropriate to the assignment;
- 5.5. Demonstrates effective verbal and written skills;
- 5.6. Conveys a positive attitude;
- 5.7. Interacts with others in a respectful manner;
- 5.8. Deals with personal information and communication in a confidential manner;
- 5.9. Demonstrates promptness and dependability in meeting assignments and commitments.

Comments:

**Chehalis School District No. 302  
Certificated Classroom Teacher Annual  
Evaluation Report**

<b>Check One</b>	
Comprehensive	<input type="checkbox"/>
Focused	<input type="checkbox"/>

Name: \_\_\_\_\_

School(s): \_\_\_\_\_

Assignment: \_\_\_\_\_

(if less than full-time, specify)

It is my judgement, based upon adopted criteria, that this bargaining unit member's overall performance has been:

Unsatisfactory ☐      Basic ☐      Proficient ☐      Distinguished ☐

during the evaluation period covered in this report.

_____ Evaluator's Signature	_____ Title	_____ Date
--------------------------------	----------------	---------------

This evaluation is based upon informal observations and formal observations which occurred on the dates and for the durations indicated below:

Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Criteria:

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

Purpose of Evaluation:

1. To assess the performance of the bargaining unit member
2. When appropriate, identify specific training needs and areas of improvement of the bargaining unit member
3. To establish a basis for Distinguished, Proficient, Basic or Unsatisfactory status of the bargaining unit member's overall performance

_____ Evaluator's Signature	_____ Title	_____ Date
--------------------------------	----------------	---------------

## Chehalis School District No. 302 Certificated Classroom Teacher Evaluation Report

NAME: \_\_\_\_\_

Dates and Duration of  
Observations

Comprehensive

SCHOOL(S): \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

12\_

EVALUATOR: \_\_\_\_\_

*(If less than full-time, specify)***Criterion Rating**Unsatisfactory (8-14) ☐ Basic (15-21) ☐ Proficient (22-28) ☐ Distinguished (29-32)**Student Growth Impact**Low (5-12) ☐ Average (13-17) ☐ High (18-20) ☐**Overall Performance**Unsatisfactory (1) ☐ Basic (2) ☐ Proficient (3) ☐ Distinguished (4)☐**1. Centering Instruction on High Expectations for Student Achievement*****Performance Indicators***

P1: Learning target(s) connected to standards

P4: Communication of learning target(s)

P5: Success criteria

CEC2: Learning Routines

Comments:☐**2. Demonstrating Effective Teaching Practices*****Performance Indicators***

SE1: Quality of questioning

SE4: Opportunity and support for participation and meaning making

SE5 Student talk

CP5 Use of Scaffolds

Comments:



**3. Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs**

***Performance Indicators***

- \_\_\_ SE2: Ownership of learning
- \_\_\_ SE3: Capitalizing on student strengths
- \_\_\_ CP4: Differentiated instruction for students
- \_\_\_ A4: Teacher use of formative assessments

**3.1 Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs**

- \_\_\_ 3.1: Establish Student Growth Goal(s)
- \_\_\_ 3.2: Achievement of Student Growth Goal(s)

Comments:



**4. Providing Clear and Intentional Focus on Subject Matter Content and Curriculum**

***Performance Indicators***

- Lessons connected to previous and future lessons, broader purpose and
- P2: transferable skill
- CP1: Alignment of instructional materials and tasks
- CP2: Teacher knowledge of content
- CP3: Discipline-specific teaching approaches
- P3: Design of performance task

Comments:

☐ **5. Fostering and Managing a Safe, Positive Learning Environment**

***Performance Indicators***

- \_\_\_ CEC1:Classroom arrangement and resources
- \_\_\_ CEC3:Use of learning time
- \_\_\_ CEC4:Student status
- \_\_\_ CEC5:Norms for learning

Comments:

☐ **6. Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning**

***Performance Indicators***

- \_\_\_ A1: Student self-assessment
- \_\_\_ A2: Student use of formative assessments over time
- \_\_\_ A3: Quality of formative assessment methods
- \_\_\_ A5: Collection systems for formative assessment data

☐ **6.1 Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs**

- \_\_\_ 6.1: Establish Student Growth Goal(s)
- \_\_\_ 6.2: Achievement of Student Growth Goal(s)

Comments:

☐ **7. Communicating and Collaborating with Parents and the School Community**  
***Performance Indicators***

- \_\_\_ PCC2:Communication and collaboration with parents and guardians
- \_\_\_ PCC3:Communication within the school community about student progress

Comments:

☐ **8. Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning**

***Performance Indicators***

- \_\_\_ PCC1:Collaboration with peers and administrators to improve student learning
- \_\_\_ PCC4:Support of school, district and state curricula, policies and initiatives
- \_\_\_ PCC5:Ethics and advocacy

☐ **8.1 Establish team student growth goals**

- \_\_\_ 8.1: Establish Student Growth Goal(s)

Comments:



**Chehalis School District No. 302**  
**Certificated Classroom Teacher Annual Evaluation Report**

Focused

NAME: \_\_\_\_\_

Dates and Duration  
of Observations

SCHOOL(S): \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

*(If less than full-time, specify)***Area of Focus:**

- \_\_\_\_\_ 1. Centering instruction on high expectations for student achievement  
                     SG 3.1 OR SG 6.1
- \_\_\_\_\_ 2. Demonstrating effective teaching practices  
                     SG 3.1 OR SG 6.1
- \_\_\_\_\_ 3. Recognizing individual student learning needs and developing strategies to address those needs  
                     SG 3.1
- \_\_\_\_\_ 4. Providing clear and intentional focus on subject matter content and curriculum  
                     SG 3.1 OR SG 6.1
- \_\_\_\_\_ 5. Fostering and managing a safe, positive learning environment  
                     SG 3.1 OR SG 6.1
- \_\_\_\_\_ 6. Using multiple student data elements to modify instruction and improve student learning  
                     SG 6.1
- \_\_\_\_\_ 7. Communicating and collaborating with parents and the school community  
                     SG 3.1 OR SG 6.1
- \_\_\_\_\_ 8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning  
                     SG 8.1

<b>Overall Performance:</b>			
Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)

Comments:

**Chehalis School District No. 302**  
**Classroom Teacher Pre-Observation Form**

Teacher: \_\_\_\_\_ Observation Date: \_\_\_\_\_

Observer: \_\_\_\_\_ Observation Time: \_\_\_\_\_

Class To Be Observed: \_\_\_\_\_

1. What is the specific learning target for the lesson?

2. Which standards do the learning target address?

3. What engagement strategies do you plan to use to encourage meaning making for and participation of all students? What is the level of cognitive demand for student performance?

4. What evidence will indicate/be collected to show you and/or the students that success criteria have been met for this learning target?

5. Which criterion / criteria, dimension(s) or indicator(s) would you like to have specific feedback on?

**Chehalis School District No. 302  
Student Growth Goals**

Name: \_\_\_\_\_

School(s): \_\_\_\_\_

**Student Growth Goal 3.1 refers to growth for individual or subgroups of students.**

Evidence and Measures:

Action Steps / Target Dates:

How did you meet or attempt to meet your goal for this year?

Fall	_____	_____
	Bargaining Unit Member's Signature	Date

	_____	_____
	Evaluator's Signature	Date

Spring	_____	_____
	Bargaining Unit Member's Signature	Date

	_____	_____
	Evaluator's Signature	Date

**Chehalis School District No. 302  
Student Growth Goals**

Name: \_\_\_\_\_

School(s): \_\_\_\_\_

**Student Growth Goal 6.1 refers to growth for the whole class based on appropriate standards and aligned to school goals.**

Evidence and Measures:

Action Steps / Target Dates:

How did you meet or attempt to meet your goal for this year?

Fall \_\_\_\_\_  
Bargaining Unit Member's Signature Date\_\_\_\_\_  
Evaluator's Signature DateSpring \_\_\_\_\_  
Bargaining Unit Member's Signature Date\_\_\_\_\_  
Evaluator's Signature Date

**Chehalis School District No. 302  
Student Growth Goals**

Name: \_\_\_\_\_

School(s): \_\_\_\_\_

**Student Growth Goal 8.1 refers to the teacher as part of a grade-level, content area,  
and or other school or district team.**

Evidence and Measures:

Action Steps / Target Dates:

How did you meet or attempt to meet your goal for this year?

Fall \_\_\_\_\_  
Bargaining Unit Member's Signature Date\_\_\_\_\_  
Evaluator's Signature DateSpring \_\_\_\_\_  
Bargaining Unit Member's Signature Date\_\_\_\_\_  
Evaluator's Signature Date

## Chehalis School District Application for Higher Classification on Chehalis Certificated Staff Salary Schedule

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

School / Department: \_\_\_\_\_ Assignment: \_\_\_\_\_

**INSTRUCTIONS:**

- Application for higher classification on the salary schedule shall be made prior to October 1 of the affected year by filing an official transcript of credits with the District Office. Credits earned after September 1, 1995, must satisfy the criteria found in WACs 392-121-255-257 and 259.
- Enter in the table below the requested information for each course. Use the list of recognition criteria below to determine which letter(s) to put in the last column.
- List one course per line:

Date earned MM/DD/YY	Clock hour provider/ College/University	Course Title	# of credits or clock hrs	Recognition Criteria (see "a"- "g" below)

**RECOGNITION CRITERIA:** Credits earned after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259. At the time credits are recognized by the school district, the content of the course must meet at least one of the following:

- It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;
- It pertains to the individual's current assignment or expected assignment for the following school year;
- It is necessary for obtaining endorsement as prescribed by the Washington professional educator standards board;
- It is specifically required for obtaining advanced levels of certification;
- It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff;
- It addresses researched-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or
- Beginning in the 2011-12 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

_____ Employee's Signature
_____ Date
Original to Human Resources Department <b><u>Copy to Employee</u></b>

<b><u>District Office Use Only</u></b>
_____ Received by
<u>Human Resources Department</u>

**Chehalis School District  
PROFESSIONAL LEAVE REQUEST FORM**

I, \_\_\_\_\_, request the granting of professional leave beginning \_\_\_\_\_ and ending \_\_\_\_\_.

I understand this request is subject to the terms and conditions stated on this form and in Article VII, Section 9, of the current CSD-CEA Collective Bargaining Agreement.

Date filed: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

**Directions:**

1. On an attached page, explain in full your reasons and/or rationale for requesting the leave. Include statements regarding the professional goals, objectives and benefits to you and the District that you expect as a result of the leave.
2. Route this form and attachments through your building principal or supervisor to the Superintendent of Schools.

**Action Taken:**

The leave request is: \_\_\_\_\_ granted \_\_\_\_\_ denied.

If denied, the reasons for the denial are as follows:

\_\_\_\_\_  
Date Superintendent

**Chehalis School District**  
**Shared CEA Leave**  
**Recipient Form**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Because of a personal illness or injury, not governed by any other illness or accident wage provisions,

I am requesting consideration for leave sharing for the following reason(s):

Description of condition or diagnosis:

Please attach an attending physician's statement of condition in order to receive appropriate consideration.

Estimated leave days requested: \_\_\_\_\_

Having read and understood the guidelines governing eligibility for leave sharing and believing my circumstances apply, I authorize the District to release pertinent information relative to my leave sharing request.

\_\_\_\_\_  
 Employee Signature

.....

**Qualifications:**

1. All sick, emergency, and non-scheduled leave must be exhausted.
2. A condition must be present that is "severe," "life-threatening," and/or "unusual."  
 An attending physician's statement of condition must accompany the request.



**Chehalis School District**  
**Shared CEA Leave**  
**Donor Form**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please transfer \_\_\_\_\_ day(s) of my accrued sick leave to \_\_\_\_\_ to be used as shared leave after the above employee has exhausted all annual and/or sick leave. This donation is subject to approval of the assigned committee on shared leave, the donor provisions noted below, and the actual need of the recipient employee. I understand my donation will remain confidential and be restored to my leave accumulation should it be unused by the noted recipient.

\_\_\_\_\_  
 Donor Employee Signature

.....  
Provisions:

1. Donors must have 22 days of leave in reserve after leave donation.
2. Donors may give a maximum of six days per year.
3. Donations shall be confidential.
4. Donations shall be used in ranking order that they are received (first to last).
5. Sick leave buy back and provisions are not affected unless a combination of buyback and sharing drop residual sick leave below 22 days.
6. All leave given and received shall be tracked on a fiscal year basis, 7.5 hour day.

# Chehalis School District

## CHEHALIS SCHOOL DISTRICT

### Chehalis Certificated Staff Supplemental Salary Schedule 2019-2020 School Year

\*Base  
\$ 48,979

	Column 1		Column 2		Column 3		Column 4		Column 5		Column 6	
	Factor	Amount	Factor	Amount	Factor	Amount	Factor	Amount	Factor	Amount	Factor	Amount
Step 1	0.041	\$ 2,008	0.089	\$ 4,359	0.105	\$ 5,143	0.125	\$ 6,122	0.165	\$ 8,082	0.035	\$ 1,714
Step 2	0.044	\$ 2,155	0.094	\$ 4,604	0.109	\$ 5,339	0.130	\$ 6,367	0.172	\$ 8,424	0.040	\$ 1,959
Step 3	0.047	\$ 2,302	0.099	\$ 4,849	0.116	\$ 5,682	0.135	\$ 6,612	0.179	\$ 8,767	0.045	\$ 2,204
Step 4	0.050	\$ 2,449	0.104	\$ 5,094	0.123	\$ 6,024	0.140	\$ 6,857	0.186	\$ 9,110	0.050	\$ 2,449
Step 5	0.053	\$ 2,596	0.109	\$ 5,339	0.13	\$ 6,367	0.145	\$ 7,102	0.193	\$ 9,453	0.055	\$ 2,694
K-8 Music			Lead Teacher/ Dept. Head		Strings Sec. Vocal		WFW Forensics		High School Band Middle School Band		WFW Asst Forensics	
0119-27-2150-xxx			xx55-xx-xxxx-xxx		0119-27-2150-xxx		0100-28-3150-xxx		0119-27-2150-xxx		0100-28-3150-xxx	

## Chehalis School District

<b>2019 - 2020 Chehalis Certificated Staff Salary Schedule</b>							
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA 90/MA</b>	<b>MA+45</b>	<b>Ph.D. or MA 90</b>
0	48,979	50,301	51,673	53,047	58,721	63,129	65,972
1	49,639	50,981	52,369	53,802	59,374	63,828	66,650
2	50,267	51,621	53,024	54,567	60,032	64,472	67,326
3	50,915	52,282	53,699	55,293	60,655	65,083	68,007
4	51,549	52,976	54,403	56,051	61,308	65,767	68,711
5	52,205	53,638	55,079	56,820	61,972	66,416	69,417
6	52,878	54,281	55,771	57,599	62,652	67,074	70,091
7	54,063	55,486	56,995	58,923	63,926	68,411	71,514
8	55,796	57,299	58,843	60,929	65,932	70,479	73,694
9	57,023	59,174	60,796	62,957	67,958	72,613	75,939
10	-	60,475	62,771	65,090	70,092	74,808	78,242
11	-	61,805	64,153	67,283	72,285	77,105	80,607
12	-	-	65,564	69,407	74,567	79,472	83,072
13	-	-	-	70,953	78,808	83,928	87,816
14	-	-	-	72,495	83,048	88,394	92,559

## MEMORANDUM OF UNDERSTANDING

Between  
Chehalis School District  
and  
Chehalis Education Association

The 2019-2022 Collective Bargaining Agreement states:

### **Section 6.3 Collaboration Time/Teams**

The district will provide certificated staff with up to eighteen (18) hours per semester for work in professional learning communities and peer collaboration. The teams will schedule time outside of the school day and will have sign in sheets and agendas. Hours will be documented by timesheets and submitted at the end of each semester. For the purpose of this section only, the first semester will be August through January and the second semester will be from February through June. The district will compensate teachers at \$40.00 per hour.

Chehalis School District and Chehalis Education Association agree to amend Section 6.3 to read:

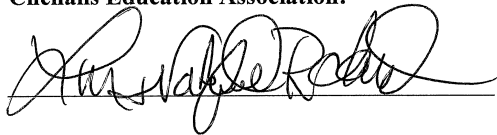
### **Section 6.3 Collaboration Time/Teams**

The district will provide certificated staff with up to eighteen (18) hours per semester for work in professional learning communities and peer collaboration. The teams will schedule time outside of the school day and will have sign in sheets and agendas. Hours will be documented by timesheets and submitted at the end of each semester **(or may be submitted on a monthly basis, if desired, with the understanding that time from the first semester will not be saved up and turned in at the end of the year)**. For the purpose of this section only, the first semester will be August through January and the second semester will be from February through June. The district will compensate teachers at \$40.00 per hour.

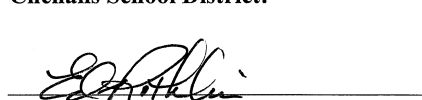
This Memorandum of Understanding will remain in place through the term of the 2019-2022 collective bargaining agreement. (September 1, 2019, through August 31, 2022.)

Agreed to on this 24 day of Sept, 2019.

Chehalis Education Association:



Chehalis School District:



## MEMORANDUM OF UNDERSTANDING

**Between  
Chehalis School District  
and  
Chehalis Education Association**

The District shall create a District Discipline Committee. The Committee will be made of at least two CEA members selected at each building by CEA members. Other representatives on the committee may include administrators, classified staff, School Resource Officer, etc.

Each building shall create a Building discipline committee. Each elementary building will have one CEA member elected at each grade level and one CEA member specialist (PE, Library, Music) and one Special Education (SPED) representative. The middle and high school will elect one representative from each of the following areas: Math/Science, English/Social Studies, CTE (HS), Music/PE, and SPED. One CEA member will be elected to represent Turning Point (Lewis Co. Alternative School) and Lewis Co. Juvenile and Green Hill Academic School will elect three representatives.

Committees will use the Chehalis School District policy as a guideline and OSPI best practices in creating District procedures and building level procedures (handbooks) in accordance with WAC 392-400.

Annually, the buildings will review the discipline procedures on their building days and provide appropriate training for members that may include understanding students' social emotional health from backgrounds of poverty, trauma, and be culturally responsible.

Compensation for participation (outside of the contracted workday) on the District Discipline Committee and/or the Building Discipline committee will be paid at the non-instructional hourly rate of \$40.00.

The initial plans (district and building level) shall begin in January of 2020 with the understanding that the first two years are "pilot programs" and/or works in progress. By the start of the 2021-22 school year, a fully developed plan will be in place with yearly reviews/revisions/improvements and staff training.

Agreed to on this 9th day of October, 2019.

**Chehalis Education Association:**



**Chehalis School District:**

