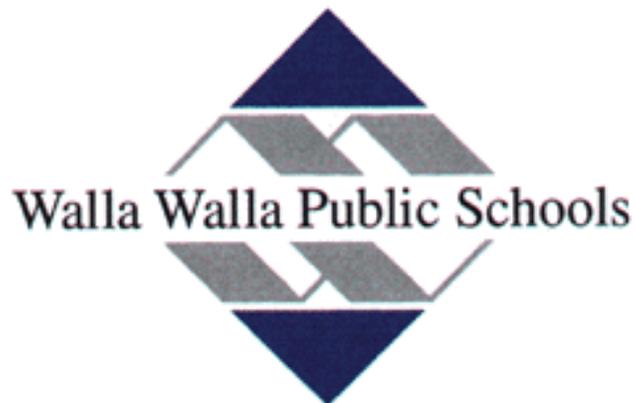


# Negotiated Agreement 2016-2017

*Between*



*&*

**Walla Walla Valley Education Association**

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**AGREEMENT BETWEEN  
WALLA WALLA PUBLIC SCHOOLS  
and  
WALLA WALLA VALLEY  
EDUCATION ASSOCIATION  
2016-2017**

This Agreement is made and entered into by and between the Walla Walla Public Schools Board of Directors, hereinafter referred to as the “Board” or the “District,” and the Walla Walla Valley Education Association, hereinafter referred to as the “Association,” and includes all of the following articles, provisions and appendices.

**WHEREAS:**

The Board and the Association recognize the mutual obligation to bargain collectively to effectuate the provisions of applicable state law. So that the cause of public education may be served in the District, the Board and Association do hereby agree as follows:





## ARTICLE I

### ADMINISTRATION

#### SECTION 1: EXCLUSIVE RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated non-supervisory personnel currently under contract, under District approved leave, or who are represented substitutes\*\*. Such representation shall cover all employees assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude:

Superintendent  
Assistant Superintendent for Curriculum & Instruction  
Executive Director of Human Resources  
Special Education Director  
Principals  
Assistant Principals  
Vocational Director  
Athletic Director  
Casual Substitutes\*

Contracted employees shall mean all employees who work fifteen (15) consecutive days or more and whose positions require a teaching certificate or an ESA certificate to perform their duties.

\*Casual Substitutes are substitutes who have been employed by the District fewer than fifteen (15) consecutive days (in the same assignment) or substitutes who have been employed by the District fewer than thirty (30) or more days during the current or preceding twelve (12) month period ending in a school year.

\*\*Represented Substitutes are substitutes who have been employed by the District fifteen (15) or more consecutive days (in the same assignment) or substitutes who have been employed by the District thirty (30) or more days during the current or preceding twelve (12) month period ending in a school year.

The term “certificated employee or teacher” when used hereinafter in this Agreement shall refer to all contracted employees represented by the Association in the bargaining unit as defined.

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

#### SECTION 2: STATUS OF AGREEMENT

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association, which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions, and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement.

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to, or inconsistent with, its terms (to extent of conflict only).

No employee shall be deprived of salary or benefits which have been established under past practice of the District or under the terms of the Agreement. The incorporation of specific provisions into this Agreement shall be regarded as legitimate mutual alteration of related past practices and such language shall be considered controlling in the application of terms of this Agreement.

Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with this Agreement may remain in full force at the Board's discretion.

### **SECTION 3: AGREEMENT ADMINISTRATION**

The Board and the Association recognize the importance of good communication for the effective administration of this Agreement.

### **SECTION 4: CONFORMITY TO LAW**

If any provision of this Agreement or any application of this Agreement to any certificated employee or group of certificated employees shall be found contrary to law by a tribunal of final jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect. If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

### **SECTION 5: DISTRIBUTION OF AGREEMENT**

Following ratification and signing of this Agreement, the District shall publish this agreement on the district website at [www.wwps.org](http://www.wwps.org). Employees are welcome to print a copy of this agreement on Walla Walla Public Schools' copier.

### **SECTION 6: CONTRACTING OUT**

The District will bargain with the Association concerning the effects of any proposed subcontracting on certificated employee positions.

## ARTICLE II

### BUSINESS

#### SECTION 1: DUES DEDUCTIONS AND REPRESENTATION FEES

On or before the first day of each school year, the Association shall give written notice to the District business office of: a) the dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under all payroll deduction; and b) the name of the designated charitable organization. All employees shall have their dues deducted on a twelve (12) months basis.

Teachers who commence employment after September or terminate employment before June shall have their deductions prorated ( $\$X/\text{number of days in contract}$ ). The business office agrees to remit promptly to the Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. A duplicate list shall be promptly provided to the Association as receipt for said transaction. On or before the monthly pay period, the business office shall notify the Association of any changes in said list due to teachers entering or leaving the employ of the District.

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

Upon written request from an employee, the District shall deduct the amount requested and forward it to the Union or designee.

##### A. Membership Deductions

Within thirty (30) days of their commencement of employment, teachers may sign and deliver to the business office a dues check-off authorization and assignment form which is attached hereto as Appendix K and incorporated in this Agreement. Said form shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the WEA).

Such authorization shall continue in effect from year to year unless a written request for revocation is submitted, signed by the teacher and received between August 1 and August 31 preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the business office with the names of those teachers who have joined the Association and paid its dues and assessments by means other than through payroll deduction.

##### B. Representation Fee Deductions

In the event that any teacher fails to sign and deliver a dues check-off authorization and assignment form to the business office, the District agrees to deduct from the salary of such teacher a representation fee in an amount equal to membership dues and assessments; provided, however, that teachers who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the business office in the same fashion as membership deductions, as provided for in this section.

##### C. Charitable Organization Deductions

Any teacher claiming a bona fide religious objection shall notify the Association and the business office of such objection in writing within thirty (30) days of commencement of

employment. Pending determination of any bona fide religious objection, the business office agrees to deduct from the salary of the teacher claiming such objection an amount equivalent to the Association dues and assessments; provided, however, that said monies shall not be transmitted until such time as the business office is notified that a final determination pursuant to the act has been made. In the event that it is finally determined that the teacher does not have a bona fide religious objection, the business office agrees to remit promptly to the Association all monies being held. In the event that a teacher has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said teacher shall pay an amount of money equivalent to regular dues and fees to a designated charitable organization as heretofore established by the Association. Within thirty (30) days of the commencement of employment or determination of a bona fide religious objection, whichever occurs later, said teacher may sign and deliver to the business office a representation fees check-off authorization and assessment form which is attached hereto as Appendix L and incorporated in this Agreement, which shall authorize the deduction of an amount equal to the dues and assessments of the Association, including the National Education Association and the Washington Education Association, and payment in installments as herein above provided; including any deductions made but not previously transmitted to said designated charitable organization. The business office agrees to remit to the Association each month a list of teachers on behalf of whom charitable deductions have been made.

#### D. Other Deductions

The District shall, upon receipt of authorization from ten (10) certificated employees, make deductions from the certificated employees' salaries and make appropriate remittance for District-sponsored medical plans, tax sheltered annuities, United Way contributions, and NEA/PAC or WEA/PAC. Upon receipt of authorization from ten (10) percent of the certificated employees, the District shall make deductions from the certificated employees' salaries and make appropriate remittance for other plans or programs that are acceptable to the District payroll system and Human Resources, and can be accommodated by the WEA-APA billing method and are jointly approved by the Association and Board.

## **SECTION 2: ASSOCIATION RIGHTS**

- A. Upon request, the District shall provide to the Association any available information in accordance with state statute which will assist the Association in carrying out its responsibility as the bargaining representative.
- B. The Association shall have the right to use school facilities and equipment as provided in District policy. The Association shall pay a reasonable cost for all materials and supplies incidental to such use.
- C. The Association may use the District inter-school delivery service, school mailboxes, and school e-mail within Public Disclosure Commission (PDC) guidelines for communication to certificated employees.
- D. The District shall provide the Association the use of District buildings for Association meetings and transaction of official Association business, providing the facilities have been scheduled through the building principal concerned or the central office administration in the case of the District central facilities.
- E. Representatives of the Association and their respective affiliates shall have the right to transact Association business on school property after notifying the building office. Such business shall not interrupt the teaching process.

- F. The Association shall have the right to post notices of its activities and matters of Association concern on a bulletin board provided in each faculty lounge of each building in the District. The Association agrees that the bulletin board will not be used to defame the district or for any political purposes other than information.
- G. The following days and times will be kept free for Association professional meetings:
- Association Executive Board
    - the third Monday of each month.
  - Association Representative Council Meeting
    - the fourth Monday of each month at 4:00 p.m.
- WWVEA Executive Board members or representative council members will be excused from District-initiated meetings.
- H. Monthly pay will be electronically deposited into a financial institution of the staff member's choice. Employees must make special arrangements with the Business Office to make an exception to this practice.
- I. If necessary, the Association President shall be granted up to twenty-five (25) days per year of release time for the purpose of conducting the business of the Association.
1. The Association President shall be granted leave for one half day of his/her teaching assignment. The half of the day at school shall include planning time.
- In return for the release time, the Association shall pay the District an amount equal to the employee's per diem salary and negotiated benefits for each equivalent day taken. Method and frequency of payment shall be arranged between the Association and the District business office.
- J. The names of all employees, their building(s), grade and subject assignments shall be provided to the Association by October 15.
- K. Up to fifty-five (55) days shall be allowed per school year for Association business. Leave shall be granted upon Association request. Notification of the leave shall be submitted by the Association president in writing to the superintendent two (2) days before the leave is to take effect, if possible. The Association president and the employee shall be informed of the arrangements made for the leave. The District shall be responsible for securing a substitute when necessary and available. The cost of the substitute shall be paid by the Association. No employee representing the Association shall suffer loss in pay or other benefits under this provision.

### **SECTION 3: PICKET LINE RIGHTS**

It shall not be a violation of this Agreement nor shall any employee be disciplined or discriminated against for refusing to cross any lawful picket line in the course of performing his/her duties.

### **SECTION 4: NO STRIKE-NO LOCKOUT**

The parties agree that during the term of this Agreement there shall be no strike or other economic action by the Association and there shall be no lockout or other economic action by the District.

## ARTICLE III

### PERSONNEL

#### SECTION 1: EMPLOYEE RIGHTS

- A. Employees shall be entitled to full rights of citizenship. The District shall provide equal employment opportunity and nondiscriminatory treatment for all staff in recruitment, hiring, retention, assignment, transfer, promotion, and training. Such equal employment opportunity will be provided without discrimination with respect to all protected groups as set forth in the Washington State laws against discrimination in hiring or employment as now or hereafter enacted, except insofar as such factors are valid occupational qualifications.
- B. Employees of the District who are represented by the Association shall have the right to freely organize, join, and support the Association and its activities.

- C. Right to Due Process

No employee shall be reprimanded, disciplined, or reduced in rank or compensation without just cause. An employee shall be entitled to have present a representative of the Association during any formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. If representation is not arranged within ten (10) working days of written notification to the employee, the District may proceed with action against an employee. For the purpose of interpretation of this section, formal disciplinary action shall mean situations in which an employee is to receive a suspension from work, a written reprimand or a notice of termination.

- D. Election of Remedy

Any employee receiving notification of nonrenewal of contract, discharge, or adverse effect may elect to have the matter heard either by a hearing officer in accordance with RCW 28A.405.310 or RCW 28A.405.380 or an arbitrator in accordance with the grievance procedure contained herein, provided that when an employee elects arbitration, the Association agrees to move toward arbitration in a timely manner.

- E. Safety

The parties shall abide by the applicable safety standards set forth in the Washington Industrial Safety and Health Act. Health and safety concerns are to be reported to the immediate supervisor.

- F. Grading

Employees shall have the exclusive right and responsibility to determine grades of students. No grade shall be changed without the approval of the employee.

#### SECTION 2: ACADEMIC FREEDOM

Academic freedom shall be guaranteed to all employees, and no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted

standards of professional responsibility, community standards and adopted curriculum as per WAC 180-44-010.

These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children and an insistence upon objective scholarship.

### **SECTION 3: GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A grievance shall mean a written statement (see Appendix M) by the Association that a controversy, dispute, or disagreement of any kind or character exists which arises out of or in any way involves the interpretation or application of the express term or terms of this Agreement.
2. "Days" shall mean school district working days.

#### **B. Procedures**

Within thirty (30) days following the time when the grievant knows or could reasonably have known of the act or condition which is the basis of the grievance, the grievant may file a written grievance with his/her principal or immediate supervisor, with a copy to the superintendent or designee. Grievances filed in the name of the Association or the Board, may be initiated at Step 2 of this grievance procedure as set forth below. All certificated employees shall have the right of Association representation at each step of the grievance procedure.

A grievance may be withdrawn or settled at any step without establishing prejudice or precedent.

No reprisals shall be taken by the employer or the Association against any employee because of the employee's participation or refusal to participate in a grievance.

##### **Step 1:**

The school principal or immediate supervisor shall meet with the grievant within five (5) days following receipt of the grievance and attempt a mutually satisfactory resolution of the grievance. If no satisfactory agreement is reached, the grievant may within three (3) days appeal to Step 2.

##### **Step 2:**

The grievant shall meet within five (5) days following the receipt of the grievant's appeal to the superintendent with the superintendent or designee. The Superintendent or designee shall respond in writing within ten (10) days after the Step 2 meeting. The response shall include the reasons upon which the decision was based. If no satisfactory agreement is reached, the Association may, within twenty (20) days of the meeting, appeal to Step 3 — Arbitration or request grievance mediation.

##### **Optional Grievance Mediation**

If the grievance is not resolved at Step 2, the Association may request grievance mediation.

The Association shall notify the District in writing within ten (10) days of receipt of the Step 2 response of its desire to refer the grievance to mediation.

The District shall respond in writing to the Association within five (5) days of receipt of the Association notification whether or not the District agrees to mediation.

If the parties agree to mediation, they shall attempt to agree on a mediator.

The mediator will have the authority to meet and discuss the matter separately with either party, but will not have the authority to compel resolution of the grievance.

The presentation of facts and considerations shall not be limited to those presented at Step 2.

Proceedings shall be informal in nature.

Any settlement agreed to shall be reduced to writing by the mediator and, if necessary, shall be enforceable through the grievance procedure of the Agreement.

The fees and expenses of the mediator and related costs shall be borne equally by the parties.

If no settlement is reached, the grievance may be continued to arbitration.

Step 3:

The parties agree to select an arbitrator whose decision shall be final and binding. A list of at least five (5) arbitrators shall be requested from the Federal Mediation and Conciliation Service and/or the American Arbitration Association. The parties shall select the arbitrator within ten (10) days of receipt of said list. The total selection list of arbitrators shall always consist of an odd number.

The arbitrator shall be selected from the list of eligible candidates by a representative of the superintendent or designee and the grievant, alternately striking names until only one name remains.

The representative of the superintendent or designee and the grievant shall present their cases to the arbitrator within thirty (30) days after the arbitrator has been selected.

The arbitrator shall make a decision in writing not more than fifteen (15) days following the day the case is presented.

The arbitrator shall have no power or authority to rule on any issue not specifically before him/her. The parties shall not present any issue to the arbitrator which has not been specifically included within the grievance as presented to the superintendent or designee in Step 2. The arbitrator shall not have any authority to decide any subject not specifically set forth in the express terms of this Agreement, nor shall he/she decide any subject not expressly contemplated by the terms of the Agreement. To the extent any arbitrator's decision exceeds the limitations of his/her authority; it shall be null and void.

The expenses of the arbitration shall be borne equally by the District and the Association.

#### **SECTION 4: PROGRESSIVE DISCIPLINE (2011)**

The District has the right to discipline, suspend, or dismiss for just cause. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations. All disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline may include: verbal warning, written warning, and written reprimand. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.

## **SECTION 5: PERSONNEL FILES (2011)**

The District and the Association agree that confidentiality in observation and evaluation promotes full and fair compliance with the Basic Education Act and that objective observation and evaluation is a vital governance issue which may be substantially and irreparably damaged by public disclosure of specific observations, evaluations and personnel files. The parties further agree that in order to protect the privacy rights of the individual employees, confidentiality is necessary. Therefore, in compliance with RCW 42.56.210 and RCW 42.56.540, and RCW 28A.150.230 (2-a), the District agrees to exercise best efforts to protect employee rights consistent with the law. Processed grievances, garnishments, and attachments of wages will be kept separate from the employee's personnel file.

There will be only one personnel file, which will be kept in the district's central office. There will be no secret or alternative files kept in the district. However, this will not preclude administrators from keeping working files for their own use. All working files will be subject to the employee's inspection, with exclusive right of response by the employee.

Employees or former employees shall upon request have the right to inspect all contents of their complete personnel files kept within the District. Anyone, at the employee's request, may be present in this review. Any derogatory material, except criminal investigations, not shown to the employee within ten (10) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. A certificated employee shall have the right to attach his/her own written comments relating to material in the file.

Correspondence or other materials making reference to an employee's competence, character or manner will not be kept or placed in the personnel file and/or working file without the employee's knowledge and the employee will have the right of the addendum of all items in the files.

Derogatory materials, except evaluations, will be removed from the employee's personnel file at his/her request two years (or more) from the date of the circumstances or event that precipitated the placement of the material provided there has been no reoccurrence or misconduct. Findings relating to actions or misconduct against children will remain in the file.

The employee may work with the executive director of human resources, or designee, to add material to, or delete material from, his/her personnel file. Any material except that material required by statute or placed as a result of disciplinary action, will be removed, if so requested in writing, from the employee's file two (2) years after its initial placement.

At the end of the current school year, material contained in an administrative working file will be destroyed or moved to the personnel file. This excludes material in an open, ongoing investigation.

The superintendent or designee and the employee and his/her designee will sign an inventory sheet to verify contents of the personnel file at the time of inspection by the employee. Central office administrators will review the contract language regarding personnel files and working files with building administrators at the beginning of each school year.

## **SECTION 6: CERTIFICATED EMPLOYEE EVALUATION PROCESS (2015)**

### **A. PURPOSE**

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provides support for professional growth through the systematic assessment of employee performance.

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:

- (1) An evaluation system must be meaningful, helpful, and objective;
- (2) an evaluation system must encourage improvements in teaching skill, 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.

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

“To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

#### **B. EVALUATOR QUALIFICATIONS:**

1. All assigned evaluators shall have been trained in the adopted evaluation processes. The District will maintain documentation with evidence of the successful completion of this training by each individual serving as an evaluator before any such individuals may participate in the evaluation process of bargaining unit members.
2. No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

#### **C. APPLICABILITY FOR EVALUATION PROCESSES**

The evaluation processes to be utilized for employees shall be as follows:

1. Classroom Teacher- This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades.
2. Non-Classroom bargaining unit members - This employee group does not meet the classroom teacher definition :
  - Psychologist
  - Therapeutic Specialist
  - Speech-Language Pathologist
  - Coordinator/TOSA
  - Counselor
  - Library Media Specialist

The evaluative procedure and criteria shall be distributed and explained to all certificated employees at the building level by October 15 of each year or when an employee is assigned to a building. Each employee shall have access through the electronic system appropriate to the teacher's position and track in the evaluation cycle.

## D. PROFESSIONAL LEARNING

Each teacher shall receive professional learning focused on the Danielson adopted framework and state criterion to ensure clear understanding of the evaluation process.

## E. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

### 1. Definitions

- a) **Criteria** shall refer to one of the eight (8) state defined categories to be scored.
- b) **Component** shall refer to the sub-section of each criterion.
- c) **Evaluator** shall refer to a certificated administrator who has been trained in observation and evaluation using the adopted instructional framework contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. The building principal shall have the primary responsibility for the evaluation of employees under his/her supervision.
- d) **Artifacts** shall refer to any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- e) **Evidence** shall refer to examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. It should be gathered through the normal course of employment, and demonstrate student growth impact. The district and association are interested in quality versus quantity.
- f) **Not Satisfactory** shall refer to:
  - Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.
  - Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
  - **Student Growth Data** shall mean the change in student achievement between two points in time within the current school year (mutually agreed between teacher and evaluator). Assessments used to demonstrate growth should originate at the classroom level. Assessments used to demonstrate growth must be appropriate, relevant, and may include multiple measures both formative and summative.

### 2. State Evaluation Criteria:

**Criterion 1:** Centering instruction on high expectations for student achievement

**Criterion 2:** Demonstrating effective teaching practices

**Criterion 3:** Recognizing individual student learning needs and developing strategies to address those needs

**Criterion 4:** Providing clear and intentional focus on subject matter content and curriculum

**Criterion 5:** Fostering and managing a safe, positive learning environment

**Criterion 6:** Using multiple data elements to modify instruction and improve student learning

**Criterion 7:** Communicating and collaborating with parents and the school community

**Criterion 8:** Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning

### **3. Instructional Framework**

The parties have agreed to the evidence-based instructional framework developed by Charlotte Danielson. (Appendix Q)

All classroom teachers will be assessed using the Charlotte Danielson 2014 Framework for Teaching evaluation rubric .

Non-classroom teachers will be assessed using their respective framework

- Frameworks are published on the district's webpage.

### **4. Criterion Performance Scoring WAC 392-191A-140**

If the evaluator and teacher cannot agree on a final criterion score, the following principles will apply:

- a. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
- b. Each rating will be assigned the following numeric values:
  - Unsatisfactory – 1
  - Basic – 2
  - Proficient – 3
  - Distinguished – 4

### **5. Summative Performance Rating**

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

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

All scores will be determined based on the preponderance of evidence and staff shall have the opportunity to provide additional evidence prior to final evaluation.

### **6. Student Growth Criterion Score**

a. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

- 5-12—Low
- 13-17—Average
- 18-20—High

b. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that does not show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers as current state testing does not measure two points in time or individual teacher impact.

c. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If rubric scores produce a 'low' student growth score or any one of the five student growth components receive an unsatisfactory (1) rating, then a student growth inquiry is triggered as outlined below. The teacher and evaluator will mutually agree to engage in one of the following:

- Compare student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
- Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- Create and implement a student growth inquiry plan to address student growth areas. (Appendix T)
- Work with a mentor teacher.

## **F. PROCEDURAL COMPONENTS OF EVALUATION (Appendix R)**

### **1. Notification**

The teacher will be notified no later than October 15<sup>st</sup> of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

### **2. Student Growth Goal Setting: (Appendices S,T)**

By October 31<sup>st</sup>, the teacher shall determine a student growth goal for the appropriate component or components of SG-3.1, SG-6.1 and SG-8.1. The goal for SG-6.1 and SG-8.1 may be the same goal. \*Non-classroom teachers are not required to submit student growth goals or scores.

### **3. Artifacts and Evidence:**

1. The evaluator will collect observation data and evidence. and share artifacts and evidence necessary to complete the evaluation.
2. The teacher will provide artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom-

### **4. Record-Keeping**

The District shall adhere to the following:

- a. A copy of the final evaluation summary, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- b. Teachers shall have access to their eVAL account in subsequent years.
- c. Evaluators shall notify the teacher of any additional evidence submitted to eVAL within three days.
- d. Teachers are encouraged but shall not be required to share personal assessment information utilized within the eVAL system.
- e. Any and all data entered into eVAL shall be considered confidential.
- f. The necessary equipment needed to use the eVAL system will be provided by the District.
- g. Non-classroom teachers do not currently have access within the state eVAL system, paper options will be provided (Appendix U)
- h.

### **5. Electronic Monitoring**

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the consent of the teacher. This recording shall be used for evaluation and not shared without permission.

### **6. Alternative Evaluator - WAC 191A**

Teachers may make an appeal to Human Resources and WWVEA to request an alternative evaluator. Requests must be submitted in writing within ten (10) days of the first post observation conference.

## **G. COMPREHENSIVE EVALUATION PROCESS**

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four years.

### **Observation Cycle:**

#### **1. Pre-Observation/Planning Conference:**

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the planning conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

#### **2. Formal Observation:**

- a. Provisional employees shall have at least one prearranged formal observation conducted within the first ninety (90) days of the school year. First year teachers must have two thirty minute observations within the first ninety (90) days of the school year. The total annual observation time cannot be less than (90) minutes. Each provisional staff member must have two thirty (30) minute observations per year with the remainder of the required ninety (90) minutes comprised of mini-observations or an additional formal observation. An employee in provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes. Documented evidence gathered through informal observations must be communicated to the teacher.
- b. Non-provisional (30-minute formal and 30-minute accumulative)
- c. The observations will occur no later than five (5) working days after the planning meeting (barring extenuating circumstances).
- d. Observations will not take place the first week of the school year, the last day before or after a break or on the day following an absence of the employee unless mutually agreed upon.
- e. The evaluator will document all formal observations using the negotiated form and provide the information to the employee within three (3) working days following the observation.
- f. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

#### **3. Reflective Conference**

- a. A reflective conference between the evaluator and teacher shall be scheduled no later than five (5) days after the formal observation (barring extenuating circumstances).
- b. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score.
- c. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide district support and resources to remedy the concern.
- d. The teacher may attach written comments to the observation report.

#### **4. Final Evaluation Conference**

- a. No later than June 1 the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will include a holistic assessment of the teacher's performance over the course of the year.

- b. The teacher has the right to provide additional evidence for each criterion to be scored.
- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d. If the teacher reasonably believes the criterion score or final summative score were not objectively scored, they may be granted any of the following:
  - An alternative evaluator scoring of evidence whom is mutually agreed upon by the teacher and the Association
  - Assignment of a new evaluator for the ensuing school year
  - Assignment of a mentor
- e. The teacher will sign two (2) copies of the Final Summative Evaluation Report. ~~(one copy-employee, one copy-personnel file)~~ The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report.

## **H. FOCUSED EVALUATION**

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria (student growth impact required).

If a non-provisional teacher has scored at Proficient or higher the previous year, they may be moved to Focused Evaluation. The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur by October 15.

1. The criterion area to be evaluated shall be proposed by the teacher at the goal setting conference, and must be approved by the evaluator.
2. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
3. Observations and conferences for the focused evaluation shall follow the process set forth in Section G: Comprehensive Evaluation Process. Non-provisional (30-minute formal and 30-minute accumulative).
4. The score received on the selected criterion is the score assigned as the final summative score.
5. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal. In some instances there may be a school wide goal that all teachers will be collaborating on.

## **I. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE**

1. When a teacher is judged below Proficient, the following conditions and provisions shall be offered to the employee in support of their professional development:  
Support Options May include:
  - Four (4) days of district funded release time to observe colleagues' instruction
  - Additional/different certificated employee evaluator
  - A mentor
  - Voluntary structured support plan
  - In-service training
  - Required mentor (RCW 28A.405.140)
  - Be compensated at the curriculum rate of pay for any time that occurs outside the normal work day /year
2. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the Formal Observation in that following year results in ongoing and specific

performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

## **J. PROVISIONAL EMPLOYEES**

Follow the guidelines stated in RCW 28A.405.220.

## **K. PROBATION (WAC 181-82-110 and RCW 28A.405.210)**

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

1. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
2. Teachers may only be placed on probation from the Comprehensive Evaluation Process.
3. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
4. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  1. The evaluation report and supporting evidence.
  2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
5. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of June 1<sup>st</sup> is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
  - Specific areas of performance deficiencies identified from the instructional framework;
  - A suggested specific and reasonable plan for improvement;
  - A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

6. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
7. Evaluation During the Probationary Period
  - a. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
  - b. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  - c. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of this agreement shall apply to the documentation of observation reports and evaluation reports during the probationary period.
  - d. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
  - e. The probationary teacher may request that an additional certificated evaluator be included as a member of the probationary process and this request must be granted. This evaluator may be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.
8. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
9. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
10. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

  - a. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  - b. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  - c. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
11. Action by the Superintendent:

The Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

12. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

**L. NON-RENEWAL (DISCHARGE) RCW 28A.405.210**

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

**M. PROBABLE CAUSE**

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

**N. EVALUATION RESULTS**

1. Evaluation results shall be used:
  - To promote reflection on professional practice and facilitate continued professional growth.
  - To document the level of performance by a teacher of his/her assigned duties.
  - To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
  - To document performance by a teacher judged unsatisfactory based on the State evaluation criteria.
2. Evaluation results shall not be:
  - Shared or published with any teacher identifying information.
  - Shared or published without notification to the individual and Association.
  - Used to determine any type of base or additional compensation.
  - Used as part of any disciplinary process.

**SECTION 7: LAYOFF AND RECALL**

In the event the District suffers a significant loss in revenues and/or programs which require a reduction in the work force, the District shall follow the procedures contained herein. The term “layoff” as used herein refers to action by the board reducing or eliminating the contractual status of individuals represented hereunder.

The District shall provide the Association with a detailed report relating to the District’s financial condition and the anticipated educational program for the ensuing school year.

Seniority for the purpose for this Agreement is defined as: Number of years of service within the State of Washington. When years of service result in a tie, the staff weighting index number will be the determining criteria.

**A. Layoff Procedure**

Each employee shall receive and verify his/her seniority and staff weighting index number annually in accordance with (Appendix N). Seniority will include the current school year; however, staff weighting index number will include degrees and credits earned prior to October 1 of the current year. Experience credit for part-time employees shall be granted on the same basis as their percentage of employment, e.g., half time employment for a full year yields one-half year experience credit on the staff weighting index schedule. Summer school and other supplemental contract work do not count toward seniority.

The District will make every effort to use the voluntary and involuntary transfer process in Section 8 before initiating any layoffs. Employees will be laid off beginning with the least senior employee and moving up the seniority order as needed. If a staff member is not qualified to teach in any existing available position in the district, that staff member will be laid off before staff members who are qualified but have less seniority. For the purposes of this agreement, qualified means the proper state endorsement and highly qualified per No Child Left Behind legislation.

Employees with identical staff weighting indices shall be ranked according to the actual date of employment with the District to break the tie. If a tie still exists after all of the above criteria have been utilized, the District will determine which employee is to be retained, provided the District does not act in arbitrary and capricious manner.

Employees on leave are subject to the Layoff procedure. Any person in the recall pool with more seniority than a person on leave, is recalled prior to the return from leave for the less senior employee.

#### B. Employment Pool

A certificated employee receiving written notification of layoff shall retain an employment relationship with the District by being automatically placed on layoff and recall status.

Credit for any education acquired during that year will be granted. Acceptance of contract employment as a certificated employee in any other school District while on layoff status shall constitute an automatic termination of the employment relationship as provided herein.

Any employee accepting a temporary position shall not forego his/her seniority recall option in the event a permanent position becomes available.

No certificated employee will be hired by the District from outside of the bargaining unit until all employees on layoff status shall have been determined to not be qualified for the position. Employment of substitutes shall come from those employees on layoff status except when no qualified employee is available.

Upon the request of a certificated employee, the District shall make provision for the continuance of an employee's participation in any District group insurance program. The entire premium required shall be paid by the employee to the District business office on a monthly basis as required by the business office.

#### C. Recall

Recall shall be in reverse order of the staff-weighting index number. If a staff member is not qualified to teach in an existing available position in the district, that staff member will not be recalled before staff members who are qualified but have less seniority. For the purposes of this agreement, qualified means the proper state endorsement and highly qualified per No Child Left Behind.

The District shall give written notice of recall by sending a registered letter to the employee at his/her last known address. Any certificated employee so notified shall respond as to whether he/she accepts or rejects the position within ten (10) working days from receipt of said notice.

## SECTION 8: ASSIGNMENT, TRANSFERS AND VACANCIES

### A. Definitions

#### 1. Vacancies

A "vacancy" is a position that is not assigned to a current staff member at a given site. Notices of vacancies for positions covered by this Agreement shall be posted as they occur and copies of such notices shall be mailed to the Association. In cases where multiple openings may occur in a single year, the District shall not be required to re-post like positions.

In filling vacancies for the succeeding year, the District will first decide whether it is necessary to make any involuntary transfers from sites and, if so, the district will follow the provisions below dealing with involuntary transfers. Next, the District will consider qualified employees who volunteer for reassignment or transfer according to the provisions below dealing with voluntary reassignment or transfer.

#### 2. Transfer

A "transfer" shall mean a move by an employee from one site to another.

#### 3. Voluntary Transfer

A "voluntary transfer" shall mean a transfer that an employee requests.

#### 4. Involuntary Transfer

An "involuntary transfer" shall mean a transfer that an employee has not requested and shall include a reassignment that an employee has not requested.

#### 5. Assignment

An "assignment" shall mean the placement of an employee in a particular grade level, subject area, or specialty area.

### B Voluntary Requests of Reassignment and/or Transfer

The District will solicit requests for reassignment and/or transfer from each employee before March 1. This reassignment and transfer information shall be kept on file in Human Resources. (Appendix O)

Evaluation results for certificated classroom teachers must be used as one of multiple factors in making human resources decisions.

#### **Areas that could be used in HR decisions:**

- Probable cause for non-renewal
- Conversion from provisional to continuing status after year two (2)
- Consideration for TOSA positions requires proficient rating in all eight (8) criterion. (2015)

Certificated employees who have requested reassignment and/or transfer and whose names are kept on file with the reassignment and transfer information, shall be given first consideration in filling (vacancies over employees who have not requested reassignment or transfer and whose names are not kept on file) all vacancies which occur during the succeeding year.

Certificated employees whose names have been kept on file who have requested reassignment and/or transfer will be reassigned and/or transferred provided: (1) they are qualified, and (2) the needs of the District are met. The District has the exclusive ability to define its needs, provided the District does not act arbitrarily.

Employees will be notified of a transfer and/or reassignment as soon as possible following the decision for transfer and/or reassignment. The District will make every effort to notify certificated employees in writing of any changes in their programs and schedules for the ensuing school year (including the schools to which they will be transferred, the grades and/or subjects that they will teach, and any special assignments they will have) prior to the end of the school year.

Immediately after the beginning of the school year, the superintendent's designated assistant shall notify in writing, or by personal conference, each certificated employee whose request for transfer and/or reassignment was not granted.

### C. Involuntary Transfers from Sites

To assure compliance with state and federal requirements and to assure the best quality educational program in the District, it becomes necessary on occasion to make some transfers on an involuntary basis.

1. Prior to the selection of any Association member for transfer, Human Resources shall notify all Association members at the affected site or program of the potential for administrative transfer(s) to allow voluntary transfers from the site. No Association member shall be encouraged or discouraged from volunteering.

Where there are several qualified employees who volunteer for transfer, the senior employee who is qualified shall be given the preferential right of transfer.

Seniority for the purpose of this Agreement is defined as:

- a. Number of years of service within the state of Washington.
- b. Current placement on the staff weighting index form when years of service do not break the tie.
2. If no qualified employee at the affected site volunteers to be transferred, certificated employees at the affected site will be transferred on the following basis: (1) the employee must be qualified, (2) the employee's seniority, with the seniority list used in reverse order, (3) the needs of the district must be met. When the least senior employee does not meet all these qualifications, the District will continue to consider certificated employees from the seniority list used in reverse order until one who meets all the conditions is identified.
3. Certificated employees who are to be transferred shall be notified as far in advance of the transfer as possible.
4. A transfer shall be made only after the certificated employee has been notified in writing containing the reasons for the transfer and a meeting has been held with the Executive Director of Human Resources or his/her building principal.
5. Any certificated employee who is involuntarily transferred is exempt from another involuntary transfer for two years after the date of being informed of the transfer.
6. A staff member being transferred shall be provided two school days for the move free of teaching duties if the move occurs during a school year.

#### D. Part-Time Status/Exclusions

Part time teachers may have their time increased within a building or department upon mutual agreement between the teacher and the district without posting the position. Teachers on probation or on a discipline plan may not qualify for transfer until removed from probation or until they complete the discipline plan. Extracurricular assignments for teachers are not covered by this contract.

### **SECTION 9: STAFF PROTECTION**

- A. The District shall protect certificated employees acting within the scope of their employment by purchasing liability insurance in the amount of ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) aggregate and the district shall include the certificated employees as named insured under the general liability insurance policy of the District.
- B. Legal counsel shall be provided, through insurance, to any certificated employee against whom a lawsuit is initiated, provided such certificated employee at the time of the act or omission complained of was acting within the scope of his/her employment or under the direction of the District.
- C. A certificated employee who experiences harassment, sexual harassment, threats, or intimidation, as outlined in Walla Walla Public Schools Board Policy #6590, while they are performing assigned duties, should bring this to the attention of their immediate supervisor or the district's affirmative action officer. The incident will be reported to the superintendent or designee and when necessary, the police. In cooperation with the employee, the district will take immediate steps to provide for the employee's safety.
- D. The District will continue to provide insurance coverage under its present policy to cover the costs of loss of property (excluding cash) sustained in the course of employment. In addition, the board will develop a \$6,000 fund for the purpose of settling personal property claims utilizing procedures developed jointly by the Association and the District. Such procedures shall address the registration of some items, precautionary measures, limitations, and method of payment.
- E. Whenever a certificated employee is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, or in the event that a certificated employee has been physically disabled because of an assault on his/her person in the course of his/her employment, the Board will grant the injured certificated employee leave of absence with contract pay for a period not to exceed one (1) year, as provided for hereinafter. During such a period of disability, the certificated employee may utilize his/her sick leave to compensate for the difference in the amount of state compensation and his/her regular salary to the limits of his/her accrued sick leave account. The sick leave account shall be reduced in the same ratio as the payout bears to his/her total salary. All benefits such as retirement, social security, sick leave and salary placement shall be maintained by the District. Medical benefits will be maintained by the District in accordance with the Family and Medical Leave Act (FMLA), when applicable.

### **SECTION 10: CONTRACTS, WORKDAY AND PAYMENT**

#### A. Individual Employee Contract

All individual employee contracts (see appendix A) shall be subject to, and consistent with, Washington state law and the terms and conditions of this Agreement. If any individual certificated employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

The Board shall not solicit execution of any individual certificated employee contract at such time or in such manner as shall constitute an unfair labor practice.

Nonprofessional personnel shall not be assigned to perform work in the instructional setting (classroom) which will substitute or replace a certificated employee in his/her assignment or employment. All certificated employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in this Agreement. The District shall provide each certificated employee a contract with building assignment(s) indicated therein. Such building assignment(s) shall be subject to Section 8 contained herein.

## B. Job-Share

### **Definition:**

A Job Share is the shared performance of the duties of a full-time (1.0 FTE) regular position by two employees.

### **Application Process:**

Employees who wish to job share shall submit a written request to their principal or supervisor with a copy to Human Resources. The request shall include the following information: 1) position to be shared; 2) names of the employees who will share the position; 3) proposed days and hours to be worked by each employee and 4) a plan for how the work will be allocated including meetings, conferences and inservices.

Employees must request that a leave of absence be granted for the portion of the contract or assignment which is being reduced.

An employee who would like to job share may ask Human Resources for the names of other employees who have indicated an interest in job sharing.

No job share request shall require the hiring of a part-time employee. (see appendix H)

### **Decision:**

The principal or supervisor will consider each request for a job share and will make his or her decision in consultation with Human Resources based on the following factors: 1) potential impact of the job share proposal on the educational program; 2) best interest of the students; 3) efficiency of the school, department or district operation; 4) employee's employment history including performance evaluations and number of previous leaves granted; 5) needs and desires of the employee and 6) compatibility of the job share employees.

### **Working Conditions:**

Each employee shall be issued a supplemental contract for separate work consistent with the District/WWVEA collective bargaining agreement.

The implementation of a job share shall not cost the District more than the cost of filling a 1.0 FTE position with a single employee with regard to insurance benefits. Benefits shall be paid on a per diem basis for all participants. Salary placement and seniority will be consistent with the District/WWVEA collective bargaining agreement.

To the extent possible, job share employees will substitute for each other when pre-planning allows such an arrangement. A job share employee subbing for their partner will be paid consistent with the substitute rate in the current collective bargaining agreement.

### **Continuation of the Job Share:**

Once a job share position has been approved, the position shall remain as such for the remainder of the school year. By March 15, the employees in a job share position must apply again and request that the job share arrangement continue and that a leave of absence be extended.

The principal or supervisor in consultation with Human Resources will notify the employees, no later than April 30, if the job share will be continued.

**Termination of the Job Share Agreement:**

If the job share arrangement is terminated, each employee will be returned to his/her FTE contract status which was allocated at the time the job share began. The assignment of each employee will begin at the start of a school year and will be at the sole discretion of the District. If either employee who agreed to job share cannot fulfill his/her obligation to a job share or no longer wants to continue the arrangement, the job share may be terminated at the end of the school year or sooner depending upon the circumstances. Both employees may be required to return to work full-time and assignment will be at the sole discretion of the District.

**C. Part Time Employment**

All part time staff will have access to 5.5 extra days which are specifically designated on the separate contract day form (appendix E). Part time staff .5 FTE or higher, will have access to 14 additional days. Part time staff .49 FTE and lower, will have access to additional days directly proportional to their employment status. (i.e., a .2 FTE staff member will have access to 20% of the additional days, or 2.8 days.) (2011)

Benefits shall be paid on a per diem basis for all participants.

**D. Part Time Teacher's Workday**

Elementary teachers who are at least half-time but less than full time employees shall receive and be compensated for a prorated amount of pupil/patron time either before and/or after the school day, prorated planning time and 30 minutes of duty-free lunch if their assignment continues through the lunch period. If at all possible, the teacher's schedule will be continuous once their day begins.

Secondary teachers who are part time will be compensated proportionally according to their FTE assignment. They will be expected to set aside time either before or after school to meet pupils and patrons.

**E. Copies of the Contract**

An original contract shall be given to the employee each year for signature. Employee may make a copy for their records using Walla Walla Public Schools' copier. The original is to be returned to the District for its file.

**F. Length of Contract**

The length of a regular employee contract shall be one hundred eighty (180) days plus any additional days funded by the state through the state salary schedule. This shall include 178 student instruction days plus two (2) parent-teacher conference days. If the District extends the contract of a certificated employee, the employee shall be paid per diem for the extra day(s).

**G. Current Certification**

It is the responsibility of each employee to maintain current certification according to the current standards for the state of Washington. Employees who permit their certification to lapse or do not meet certification requirements shall immediately be placed on unpaid leave from their contract and shall not be permitted to return to their assignment until such time as they are able to provide Human Resources with proof of current certification. Employees who knowingly continue to exercise their contracted duties with a lapsed certificate shall be subject to disciplinary action by the District.

## H. Separate Contract Days

Separate contract days must be negotiated each year and shall not be awarded on an ongoing annual basis. (RCW 28A.400.200(4))

Beginning with the 2016-2017 school year, nineteen and one-half (.19.5) separate contact days will be designated as follows:

Day before school begins OR Thursday prior to Labor Day (pre-Labor Day Start – Thursday prior to Labor Day; post Labor Day start – the day before school)

Fall Collaboration Day – (Planning with Data) – (2015)

The second fall conference day

The second winter conference day/professional growth day

\*One and one-half (1.5) days to be building directed

OR

As otherwise arranged with the approval of the building administrator

\*Administrators will make every effort to provide building directed day schedule to staff on or before October 15<sup>st</sup> of each year and will make every effort to inform staff of any building directed days scheduled during the summer before the last day of school. (2013)

All other days will be awarded on a responsibility basis per the Separate Day Allocation Contract Responsibility Schedule. (See Appendix E)

### General Provisions

All separate contract days are to be reported in half or full-day increments. Professional growth days and conference days may be used on a regular workday as long as they are not used during the employee's regular work hours. Other separate contract days may not be used on a day for which the employee has been compensated. Separate contract days are exempt from the leave provisions of this agreement.

## I. Length of Workday

Employees shall make themselves available at the beginning and end of their work day for pupil-patron time. The total length of the workday shall be 7.5 hours, which shall include at least a continuous thirty (30) minute duty-free lunch period. Elementary principals should consider including a brief relief period for staff members during their morning and afternoon schedules.

The regular work week for programs with non-traditional schedules shall be equivalent to five work days at 7.5 hours per day, and the work schedule may be differentiated to accommodate building/program/district needs through the waiver process. (Appendix G)

### Collaboration Time

The purpose of collaboration time is to afford teachers the opportunity to work together to improve student learning and instructional practices within the scope of district and building improvement plans.

The focus of collaboration time should be spent addressing the following questions: (2013)

- What is it we want our students to learn? What knowledge, skills and dispositions do we expect them to acquire as a result of this course, grade level, or unit of instruction?

- How will we know if each student is learning each of the essential skills, concepts, and dispositions we have deemed most essential?
- How will we respond when some of our students do not learn? What process will we put in place to ensure students receive additional time and support for learning in a timely, directive, and systematic way?
- How will we enrich and extend the learning for students who are already proficient?  
*Revisiting Professional Learning Communities at Work by DuFour, DuFour, and Eaker*

**Collaboration Time - Wednesdays**

- 1<sup>st</sup> - Building/Principal
- 2<sup>nd</sup> - Team Based Collaboration
- 3<sup>rd</sup> - District (as needed) or Team Based collaboration
- 4<sup>th</sup>/5<sup>th</sup> - Team Based Collaboration

The length of the teacher contracted day may be extended two times per month. One time may be used for a 30 minute staff meeting and second time to extend building collaboration by 45 minutes.

**J. Emergency School Closure and Delayed Opening**

In situations which necessitate the shortening of the school day (i.e. inclement weather and/or hazardous road conditions, etc.) all employees will be expected to report to work as soon as weather and/or road conditions are safe. It shall be the responsibility of each employee to contact his/her immediate supervisor as early as possible if the employee will be late for the re-scheduled start of school.

If the determination is made to hold school in the District, all employees are to report to work unless they are ill or are absent on approved District business.

**K. Payment**

Regular certificated employees shall be paid in twelve (12) monthly installments on the last business day of each month. Each warrant shall contain one-twelfth (1/12) of the contracted salary, except situations where the employee and the District mutually agree to other arrangements.

In the event of a mistake in payment resulting in underpayment or overpayment, the District and certificated employees involved shall mutually determine an arrangement for correction.

**SECTION 11: SALARIES AND STIPENDS**

**A. Certificated Employee Salary Schedule – (see Appendix C)**

The District salary schedule shall be the same as the state allocation schedule. Staff members' placement on the salary schedule shall reflect their education and all certified experience.

Incremental payments for education and experience shall be paid in accordance with state law. Exact amounts and procedures for implementing salary increases will be developed in accordance with the SPI guidelines and the “fair share” legislation passed by the 1984 legislature.

## B. Horizontal Advancement on the Salary Schedule

Teachers completing sufficient preparation during any year or summer to qualify for horizontal advancement on the salary schedule must come to Human Resources no later than September 10 for a review of their credits and to complete the District form requesting movement on the salary schedule. Failure to meet this deadline will eliminate any opportunity for horizontal advancement on the salary schedule during the current school year.

All requests for horizontal advancement on the salary schedule shall be accompanied by proof of completion which must be in the form of an official transcript. Grade reports or other documentation will not be accepted. Official transcripts shall be submitted no later than September 10 if advancement is to be reflected in the September payroll. Official transcripts will be accepted by Human Resources up to October 1. However, teachers who fail to provide official transcripts to Human Resources by October 1 will forfeit their right to horizontal advancement during that school year.

Teachers will be reimbursed solely on the basis of approved experience and credits for which appropriate documentation exists in line with existing state laws and the negotiated agreement. All credits to be used for advancement on the salary schedule, according to WAC 392-121-262, must be approved by the District as meeting at least one of the criteria defined in the WAC. Only credits approved by the State of Washington for LEAP calculations shall be approved for salary schedule advancement.

## C. Building Leadership in the Absence of the Principal

When it becomes necessary for all building administrators to be absent from the building, the principal shall designate a certificated staff member to be in charge during the principal's absence. In making this assignment, the principal shall give first consideration to appointing an individual who has the appropriate administrative preparation whenever possible. When an administrative intern is available to assume this responsibility, assignment of such duties to the intern would be considered appropriate.

When a building leadership responsibility is assigned to a unit member other than an intern, the employee shall be compensated at the rate of 130 per cent of his/her daily salary for all days involved. In return for such compensation, the employee will assume the administrative duties assigned by the principal during his/her absence, including duties which might result in the lengthening of the employee workday.

## D. Class Coverage

1. A principal or his/her designee may request employees to cover classes in cases of emergency when arrangements for a regular substitute cannot be made, either because of the time factor or the unavailability of a qualified substitute. The district shall make every attempt to provide a substitute when a regular employee is absent from work. When requested to cover a class, employees will be paid at the employee's hourly rate. This compensation will be for their planning time that will be done outside of the school day.
2. Arrangements for voluntary class coverage may be made between employees with the prior approval of the building principal except in cases covered by paragraph one (1) above.

## E. Compensation for Teaching Extra Class

Teachers assigned teaching responsibility for a regular class in addition to their normal full-time work assignment shall be remunerated at a pro-rated per diem rate based upon their regular teaching salary.

#### F. Early Notification/Transition Grant

All employees who plan to leave the school district at the completion of their regular contract year shall be offered a \$500 grant to be paid in a single installment. The purpose of this grant is to enlist the assistance of employees in providing for an orderly transition from one school year to the next. In return for this grant, employees are requested to leave their room and equipment in good order and to provide the replacement employees with inventories and information necessary for them to assume the duties of their new assignment. Employees may also be asked to participate in an exit conference with the person who will be filling the position. These responsibilities shall be completed by June 30 of the current school year.

In order to receive the grant, employees must signify their intent to leave the school district through a formal letter of resignation submitted to the Board of Education no later than March 1 of the school year in which they intend to resign. This grant shall not be considered as regular remuneration as qualified for retirement calculation purposes.

#### G. The hourly Curriculum Rate of pay will be determined at 89% of the average of all salaries on the Washington State Teacher's Salary Schedule.

District compensation for certificated employees to provide professional learning outside of the contract day.

1. Selection of trainers will be from a list of interested individuals with applicable expertise or district TOSAs. Prior to the assignment, the employee will be provided a summary of the compensation and expectations related to the professional learning being offered.
2. Certificated employees providing professional learning outside of the school day will be paid at curriculum rate.
3. Planning for professional learning (outside of the school day) will be compensated as follows:
  - a. For a first time training, one hour of planning for every hour of presenting.
  - b. For a repeat training (the teacher has presented the training previously, one hour of planning for every two hours of presenting. (2015)

#### H. In recognition of full-time service in certificated employment the district will provide longevity stipends to certificated employees who have completed sixteen (16) or more years of full-time certificated employment:

\$350.00 annually - Beginning with their 17<sup>th</sup> year of full-time certificated employment and continuing through their 20<sup>th</sup> year of full-time certificated employment.

\$700.00 annually - Beginning with their 21<sup>st</sup> year of full-time certificated employment and continuing through their 25<sup>th</sup> year of full-time certificated employment.

\$1,050.00 annually - Beginning with their 26<sup>th</sup> year of full-time certificated employment. (2014)

### **SECTION 12: INSURANCE BENEFITS**

#### A. The district will pay the Health Care Carve out for all certificated employees on an annual basis. For the 2016-2017 school year, the District will contribute \$300,000 to the WWVEA insurance pool. The contribution ends 8/31/17.

*The insurance committee serves as an advisory committee comprised of representatives selected by each represented group.*

All certificated employees are eligible to choose from mutually agreed upon insurance committee approved programs.

#### B. After the District has made premium deductions for dental and vision insurance, employees may select a medical coverage option of their choice.

- C. Premium payments shall cover a full twelve (12) month period commencing September 1 and ending August 31, except for employees whose contracts start earlier in which case the earlier date will be honored. If an employee terminates his/her employment prior to the end of school, coverage of insurance shall terminate at the end of the month in which termination occurs. Annual enrollment for employees' group insurance programs shall be within enrollment periods as designated by the insurance carrier. The enrollment of newly employed personnel shall begin with their employment and shall be completed within enrollment periods as designated by the insurance carrier. Benefits will be paid on straight FTE basis for all employees.

#### Fringe Benefit Pool

Each member may utilize up to the amount indicated in Part A of this section per school year for health, vision, and dental insurance. If a member does not use the full monthly allocation, the balance shall be put into the WWVEA insurance pool to be shared equally on an FTE basis by all members who need more than the allocated amount.

- D. The parties agree to abide by all laws relating to school district employee benefits as required by RCW 28A.400.275.

### **SECTION 13: LEAVES**

#### A Sick Leave

Twelve (12) days of sick leave shall be allowed each year for certificated employees on a full-year contract (see Section 10). Less than full-time employees shall have their sick leave prorated against the amount of time worked. Each employee shall be allowed to accumulate sick leave to a maximum number of days that equal the number of days in the employee's contract.

In implementation of the District sick leave policy, the amount paid to the staff member for total days absence because of illness (or compensatory bereavement) shall not exceed the number of days covered by sick leave times the daily rate of pay (amount of contract divided by number of days contracted). When all sick leave has been exhausted, salary deductions will be a per diem rate.

An exception to the above would be for employees who accumulated additional supplemental sick leave days prior to August 31, 1988. These employees were granted three (3) days per year, beginning the first year of employment to a maximum of fifteen (15) days by the fifth year of employment. Employees with the accumulated supplemental sick leave may use this leave (as driven by a special formula developed at that time) and in accordance with the negotiated agreement.

#### B. Attendance Incentive Program

The attendance incentive program shall consist of two parts: 1) annual sick leave buyback, and 2) retirement sick leave compensation.

##### 1. Annual Sick Leave Buyback

In January of each year, each eligible current certificated employee may choose to convert unused sick leave days earned during the previous year to monetary compensation. Only days in excess of sixty accumulated days may be converted, and the days shall have been earned at a rate no greater than one full day per month.

Sick leave days eligible for conversion shall be remunerated at a rate equal to one day of the employee's current full-time daily rate of compensation for each four full days of eligible sick leave.

All sick leave days that are converted shall be deducted from the employee's accumulated sick leave balance. The administration of this program shall be in accordance with WAC 392-136-015.

## 2. Retirement Sick Leave Compensation

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.

The administration of this program shall be in accordance with WAC 392-136 as amended.

## C. Maternity/Adoption Leave

A certificated employee shall be entitled to take a leave of absence for childbirth/adoption and upon the employee's return, will be reinstated in a position comparable to that held when the leave was granted. The employee is expected to give notification of an impending request for maternity/adoption leave to the administration in a reasonable and timely manner. An employee requesting maternity/adoption leave shall give written notice to the district at least thirty (30) days prior to commencement of said leave. The employee shall also notify Human Resources of the approximate time he/she expects to return to work and, within thirty (30) days after childbirth or thirty (30) days after receiving the adopted child within the employee's home shall inform the District of the specific day when he/she will return. All approved maternity/adoption leave shall be deducted from accrued sick leave until all sick leave is exhausted. Remaining days of approved maternity/adoption leave shall then be without pay. Employees must use all approved maternity/adoption leave prior to initiating FMLA leave.

## D. Family and Medical Leave Act (FMLA)

All district employees who qualify under the conditions of the Family and Medical Leave Act may take up to 12 weeks of leave during any 12 month period for the employee's own health needs or to care for certain family members. All FMLA will be deducted from the employee's accumulated sick leave until all sick leave is exhausted. When the sick leave has been exhausted, then all remaining days of FMLA will be taken without pay.

While on FMLA, employees are entitled to maintenance of all group health plan coverages.

When the employee returns to work from FMLA, they will assume the duties of the same position or a position equivalent to the one the employee held when leave commenced. (District Policy #5404)

## E. Bereavement Leave

Up to three (3) days non-cumulative bereavement leave days will be granted to each certificated staff member under the following conditions:

1. If the leave is for bereavement other than in the immediate family, it will be granted upon prior approval of the superintendent or his/her designated authority with no deduction in salary. Immediate family is defined as the employee's spouse, father, mother, parents of spouse, grandparents, grandparents of spouse, children, brother, sister, brothers-in-law,

sisters-in-law, or any relative residing in the employee's household, significant other, or any person with whom the staff member has had a close relationship for several years.

2. These three (3) days bereavement leave will not be charged against the twelve (12) days sick leave.
3. Three (3) additional days, if required, may be granted upon District notification. The additional days will be charged to sick leave.

Additional bereavement leave is an acceptable reason for use of sick leave.

#### F. Emergency Leave

An emergency shall be defined as an event which requires the personal attention of the employee, and proper planning would not have avoided the need for using school time. It should be a situation which is not anticipated and is suddenly precipitated. All emergency leave taken under these conditions will be deducted from the employee's accumulated sick leave. The employee will make every effort to notify his/her supervisor and/or the Human Resources as early as possible prior to taking the leave.

#### G. Subpoena Leave

A leave of absence with pay will be granted when an employee is subpoenaed to appear in an official proceeding if such proceeding does not involve self-employment, other employment or employer, and does not concern the employee's own personal affairs or the affairs of his/her immediate family. Compensation received for honoring a subpoena will be deducted from his/her regular salary if it is determined that he/she is entitled to a leave of absence.

#### H. Military Leave

If a member of the staff who is in the Armed Forces Reserve is called for reserve duty not to exceed fifteen (15) days during the school year, and such duty cannot be scheduled during the summer, such service shall be allowed in addition to any vacation or sick leave and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave, the employee shall receive his/her normal pay.

#### I. Personal Leave

The employee may take up to two (2) days leave each year at the employee's discretion. These days shall be at no cost to the employee. If the employee does not use his/her personal leave days, the district will reimburse the employee at per diem for each day. Compensation will be included in the July paycheck. However, Washington State Teachers' Retirement System Plan I employees, with more than 23 years of experience, must work an additional seven and one-half (7.5) hours of time for each personal day that they wish to cash out. Employees may carry over one (1) personal leave day per year. This request must be submitted to the business office before the last day of school. Personal days may accumulate and be used up to a maximum of three (3) days in any one school year. (2012) (2015) (Appendix J)

Restrictions:

1. Two (2) days prior notice must be given to either the principal or his/her designee.
2. Substitutes must be scheduled through Human Resources according to procedures. Requests will be considered in the order they are received and confirmed according to the availability of substitutes.

## J. Service Incentive Leave

An employee shall receive up to three (3) service incentive leave days each year, as follows:

- One (1) day of service incentive leave each year commencing with the seventh (7<sup>th</sup>) year of employment as a certificated employee with the district;
- One (1) day of service incentive leave each year commencing with the fourteenth (14<sup>th</sup>) year of employment as a certificated employee;
- One (1) day of service incentive leave each year commencing with the twenty-first (21<sup>st</sup>) year of employment as a certificated employee.

For employees choosing not to use one or more of their incentive leave days, the school district will agree to reimburse the employee at per diem for unused days. Compensation will be included in the July paycheck. Incentive leave days may not be accumulated. However, Washington State Teachers' Retirement System Plan I employees, more than 23 years of experience, must work an additional seven and one-half hours of time for each incentive day that they wish to cash out.

Restrictions:

1. This leave is to be taken according to mutual arrangement and agreement between the employee and the immediate supervisor.

## K. Longevity Recognition

The District wishes to recognize the longevity and loyalty of those members who have devoted 20 or more years to education. The Association has the option of choosing one of the following for those members with 20 or more years as a certificated teacher.

Two (2) additional service incentive days or two (2) days cashed out at staff member's per diem rate. Compensation will be included in the July paycheck.

Restrictions:

1. This leave is to be taken according to mutual arrangement and agreement between the employee and the immediate supervisor.

## L. Leave Sharing

Certificated employees who have accumulated more than 176 hours of sick leave or more than ten (10) days of vacation leave may donate accumulated leave to other certificated employees. The employee donating the hours shall specify the number of days to be donated. Leave sharing shall be administered in compliance with RCW 28A.400.380 and RCW 41.04.665.

The employee receiving the donated hours must have exhausted all available leave before using the donated hours, and the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:

1. go on unpaid leave of absence; or
2. terminate employment.

Requests for the initiation of a sick leave sharing program must be accompanied by a doctor's statement indicating that a valid medical condition exists which precludes the employee from returning to work. If the medical condition does not exist with the employee, then it must also

be established that the family would greatly benefit from the personal attention of the employee. No employee shall receive an amount of donated leave which totals more than the length of his/her annual basic employment contract. No employee may request a transfer of sick leave which would result in his or her sick leave account going below 176 hours. Donated but unused leave hours shall revert back to the employee who donated the leave hours. An employee receiving donated sick leave hours shall receive the same benefits and pay as if he or she had been working.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave. In addition, the names of the individuals who do or do not make donations shall not be published.

#### M. Leaves of Absence

Leaves of absence up to one (1) year without pay may be granted employees for the purpose of study, travel, exchange teaching, to serve as an elected official, working in a professionally related field, or Association related business.

A leave of absence without pay for one (1) year for exchange teaching and/ or professional advancement beyond certification requirements entitles an employee to a normal salary increment. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District.

#### N. National Board Certification Leave

Employees while actively enrolled in the National Board Certification Program may request two (2) days of release time to use at their discretion to complete the program requirements. Should the employee not successfully complete the program, the employee shall not request the days a second time.

### **SECTION 14: CALENDAR (See Appendix B)**

Beginning with the 2012-2013 school year a perpetual school year calendar has been adopted. A basic template that determines start and end dates as well as holidays has been determined by the labor management team. The perpetual calendar has been created around the following priorities:

- Start the school year after Labor Day
  - If Labor Day is on or before September 6<sup>th</sup> school will begin after Labor Day.
  - If Labor Day is on or after September 7<sup>th</sup> school will begin before Labor Day but will not begin fair week. There will be no school on the Friday of fair week.
  - If the priorities of the perpetual calendar produce a calendar that ends after June 15<sup>th</sup>, then school will start before Labor Day.
- Fall Professional Day
- Thanksgiving break – early dismissal on Wednesday followed by two days off
- Two weeks off for Winter Break
- Spring break – If April 1<sup>st</sup> falls on a Monday, Tuesday, or Wednesday then Spring break will start on the Monday of that week. If April 1<sup>st</sup> is Thursday or Friday, then Spring break will start the Monday of the following week.
- Spring Professional Day also serves as a Snow Day

Potential aberrations, such as snow days, professional days, test dates and conferences will be determined annually. These days will be bargained by the district and the association on an annual basis that will result in a one or multi-year calendar agreement.

The calendars for each year of the duration of this Agreement are found in (Appendix K).(2015)

## **SECTION 15: EMPLOYEE FACILITIES**

The District shall provide the following in each school facility at which certificated employees are assigned:

- A. Keys will be issued for the classroom, faculty lounge, designated work areas, and outside door of the building.
- B. Classroom or workspace appropriate to assignment (counselor's office, consulting room, therapy area...).
- C. Equipment and materials required for the implementation of IEPs shall be provided to the placement of the student into the least restrictive environment.

The District shall maintain all facilities, equipment, materials and information in a safe, clean, healthful and functional manner. Concerns relating to employee facilities should be routed through the building principal to the central office for consideration. Such requests shall receive notice of implementation or feasibility.

## **SECTION 17: TECHNOLOGY**

The District and the Association agree that the District will form a committee and develop a coordinated procedure for providing technology and support for all certificated district employees regardless of regular or special services. The parties also agree that this language will not be included in the negotiated agreement.

## **ARTICLE IV**

### **INSTRUCTION**

#### **SECTION 1: WORKLOAD**

The District will make every effort to maintain an average of twenty-four (24) students per classroom in Kindergarten, twenty-five (25) students per classroom in grade 1, twenty-six (26) students per classroom in grade 2-6, and an average of thirty (30) students per class per teacher in grades 7-12.

High school counselors and administrators shall distribute overload students as equitably as possible maintaining balanced class size in identical classes. In the event the teacher-pupil ratio for any individual classroom, as indicated above, exceeds twenty-four(24) in kindergarten, exceeds twenty five in grade 1, exceeds twenty-seven (27) in grades 2-3, exceeds twenty-eight (28) in grades 4-6 or thirty-two (32) in grades 7-12, then the following action(s) may take place in the order indicated below.

Overload pay shall be instituted in the event the teacher pupil ratio for any individual classroom exceeds this limit for a class period (secondary) or in thirty (30) minute increments (elementary) the following actions(s) will take place in the order indicated below:

- A. \$3 per student hour (class period) – secondary
- B. \$1.50 per elementary thirty (30) minute block
- C. \$15 per student day - elementary
- C Performing music groups shall be excluded from overload provisions.

- D. The first ten (10) days of school and the first ten (10) days of the second semester shall be excluded from provisions for overload pay, except that if not corrected, overload pay becomes retroactive to day one (1). The district shall attempt to distribute overloads as evenly as possible.

Additional certificated employees (classroom teachers) may be employed when it is not possible to transfer students to another school(s) with a lower classroom teacher-pupil ratio. If it becomes necessary as an alternative to reduce a class or classes to comply with the class size(s), as defined above, a combination class may be formed. In such instances, combination classes shall not exceed twenty (20) students. Any school(s) receiving such students shall not be caused to exceed the teacher-pupil ratios as indicated herein above.

The District recognizes the impact of mainstreaming handicapped students upon the workload of the classroom teachers. The District agrees to take such impact into consideration in determining the maximum number of students to be assigned to any individual classroom. Accordingly, special classes or classes composed predominantly or exclusively of handicapped students (i.e., resource rooms, special education rooms) will be given special consideration in maintaining an appropriate class load. Exceptions to the workload limitations shall be mutually agreed upon by the District and the Association.

Elementary Library - Transitioned to 30 dedicated para hours per week for library. 30 minutes per class may be used for instructional purposes within the building. Remaining allocated hours are to be used to support the library. (2013)

The district shall allocate two (2) hours para-educator time per kindergarten classroom for instructional purposes. Distribution of these hours shall be determined by building leadership team with priority given to kindergarten.

For grade 2, an additional hour per section is generated by 2<sup>nd</sup> grade classes exceeding 24 students. Use of this hour will be for instruction and determined by the building with concurrence of the generating teacher. Student counts for the purposes of determining the extra para-educator support will be determined by October 1 enrollment numbers. A February 1 review of para-educator support will be used to determine adjustments within each building. (2014)

### **Special Education Caseload Staffing Guidelines**

Caseload per site

- <10 – 1 teacher
- 10-25 students – 1 teacher; 1 paraprofessional
- 26-30 students – 1 teacher; 1.1 to 1.4 paraprofessionals
- 31-38 students – 1.5 teachers; 1.5 paraprofessionals
- 39-45 students – 1.5 teachers; 1.6 to 1.9 paraprofessionals
- 46-50 students – 2.0 teachers; 2.0 paraprofessionals
- 50 + students – apply guidelines proportionately as outlined above

Placement of Special Education para-educators at the secondary level will take into consideration the needs of the students, class demographics, and class sizes. Any Special Education class period with a class size above 10 will have an assigned para-educator. Para-educator schedules will be determined by the principal with communication with special education chair/representative. (2015)

Self-Contained Life Skills/Autism:

- 12 students – 1 teacher; 2 paraprofessionals
- Bilingual support will be added as needed

Behavior Classrooms:

- 12 students – 1 teacher; 2 paraprofessionals; 1 intervention specialist

- Bilingual support will be added as needed

Speech & Language, Occupational Therapy, and Physical Therapy

- 10 students per day or 50 students per week

School Psychologists:

- 20 students per day/100 students per week in the elementary schools
- 25 students per day/125 students per week in the secondary schools

Preschool Resource Rooms:

- 10-12 students per section – 1 teacher; 1 paraprofessional

Preschool Self-Contained:

- 10-12 students per section – 1 teacher; 2 paraprofessionals

Birth to Three Special Education

- 1-30 students – 1 teacher

Exceptions to the caseload guidelines shall be mutually agreed upon by the District and the Association.

In recognition of the additional responsibilities deemed necessary by both federal and state law, additional days will be granted for IEP development and monitoring according to the following formula:

1 – 12 IEPs	3 per diem days
13 – 25 IEPs	4 per diem days
26 – 30 IEPs	5 per diem days
31 – 35 IEPs	6 per diem days
36+ IEPs	7 per diem days

A caseload snapshot will be taken on October 1 and March 1 to make the caseload determination. Per diem days will be prorated after each counting period.

School psychologists 4 per diem days

Speech & Language, Occupational Therapy, and Physical Therapy 4 per diem days (2013)

The district will pay applicable American Speech and Hearing Association (ASHA) membership and certification dues and Washington State license dues up to \$500.00. This is an annual district requirement, not a State requirement which generates Medicaid dollars for the district. (2013)

## **SECTION 2: PLANNING TIME**

### **A. Elementary Planning Time**

All full time (1.0 FTE) teachers will be granted two hundred ten (210) minutes of planning per week, free of all duties and away from students, for the purpose of preparation, evaluation, and data analysis for individualization. This planning time is in addition to pupil patron time before and after school. No single period of daily planning shall be less than 20 minutes in duration (2012).

All elementary school teachers shall be granted three (3) half days for preparation of conference and report card preparation (2012).

### **B. Secondary Planning Time**

All secondary classroom teachers shall be granted one (1) class period a day, free of all duties and away from the students in a regular classroom situation for the purpose of preparation and evaluation. An exception to this condition will be for the staff members in schools operating under a rotating drop schedule.

#### C. Use of Planning Time

Since planning time falls during the regular, contracted workday, the appropriate use of this time shall be subject to monitoring by the supervisor.

### **SECTION 3: CLASSROOM VISITATION**

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or a classroom shall obtain the approval of the principal or designee, and, if the visit is to a classroom, the time will be arranged after the principal has conferred with the certificated employee, if possible.
- B. Whenever possible, the certificated employee will be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

### **SECTION 4: PROFESSIONAL LEARNING**

It is recognized that an effective professional learning program is necessary to provide continuing opportunities for the professional learning of certificated employees. Therefore, the District and Association shall periodically survey certificated employees to determine staff professional learning needs. Said surveying, planning, and implementation may be with the assistance of other agencies, colleges, or universities.

- A. Professional learning activities may cover the following areas:
  - 1. Release time for classroom observation and visitation
  - 2. Release time for professional learning
  - 3. Workshops and classes designed to meet student needs
  - 4. Consultant and material assistance for staff involved in curriculum improvement and innovation.
  - 5. Clock hours (see appendix I) (2014)
- B. The Association may recommend to the District topics for professional learning designed to improve the quality of instruction.
- C. In the implementation of new curriculum, the District and selected staff shall develop and implement a training program for any certificated employee(s) who will be responsible for teaching the new curricular program.
- D. Each federal or state project done or taken on by the District in the area of certification and teacher training will involve a representative from the professional Association and shall be appointed by the Association president or his/her designee. This professional Association representative will be actively involved in the planning [if the District receives more than forty-eight (48) hours notice], promoting, interpreting, and evaluating the project for the duration of the program. The professional Association representative should represent the level involved in the project and released time will be allowed upon the approval of the superintendent or designee when the need arises.

## E. Professional Fund

The District will contribute \$220 per full-time certificated non-administrative employee to a professional fund that will be used at the discretion of the employee. Funds can be used for classroom supplies and materials, technology, or for professional growth of the employee (i.e. tuition or conference, etc.) Funds may be carried over from year to year up to a total of four years. All disbursements will be made via reimbursement using receipts from the employee and individual accounts will be kept in the business office. Staff members may pool their professional fund dollars to make larger purchases. Non-consumable materials purchased become the property of the District. It is the intention of the bargaining team that the amount per employee will be increased when economic conditions improve. (2012)

Amounts above \$660 in an individual's Professional fund which are not used before the first day of school will be rolled over to the insurance pool. (2016)

## **SECTION 5: STUDENT DISCIPLINE**

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws.

The Board and superintendent shall support and uphold employees in their efforts to maintain discipline in the District, and shall give immediate response to all employees' requests regarding discipline problems. Further, the authority of employees to use reasonable disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations. District Policy No. 3200 is referenced under this section.

Each teacher is empowered to exclude from his or her classroom, instructional area, or activity area, for all or any portion of the balance of the school day or until the principal/designee confer (whichever occurs first), any student who creates a disruption of the educational process in violation of the building or District disciplinary standards while under the teacher's immediate supervision. In no event, without the consent of the teacher, shall an excluded student be returned during the balance of the class, activity, or instructional period from which the student was removed. Except in emergency circumstances, a teacher who removes a student, as explained above, must first have attempted one or more alternative forms of corrective action as required by state statute. (WAC 180-40-245)

The School District and teachers will make every reasonable attempt to involve parents or guardians in the resolution of student discipline matters. Teachers will be informed as soon as possible as to any disciplinary action imposed upon a student who is removed from a teacher's classroom.

## **SECTION 6: BUILDING BUDGET COMMITTEE**

Building principals shall involve teachers in the establishment of priorities to a building for the purpose of purchasing curriculum and instructional materials, developing curriculum, and implementing programs. The building principal and staff shall mutually determine a method of implementing the intent of this provision.

Upon request, a financial statement of the building budget shall be made available to the building through the building principal. The primary responsibility for the building budget shall be with the building principal, subject to the provisions contained herein.

## **SECTION 7: DISTRICT COMMITTEE WORK**

When requesting teacher participation in district committee work, the District will attempt to convey, as accurately as possible, the full nature of the committee's charge. This communication will include the following information:

- A. Specific task(s) to be addressed by the committee;
- B. Who will be responsible for the committee's leadership?
- C. The nature of the results expected of the committee (i.e. report, recommendation, proposals, etc.) and how the District anticipates this work will be used (a tentative time line for the committee's work, including an estimate of the time required of individual committee members), provisions for compensation and/or release time, if any, for the work of the committee which extends beyond the normal work day and year. Upon request by the individual, the committee chairman will provide Human Resources a notice of the individual's participation on the District committee for inclusion in the individual's personnel file.

## **SECTION 8: BEGINNING TEACHER ASSISTANCE PROGRAM**

Should the District choose to participate in the Beginning Teacher Assistance Program, the following guidelines for participation shall be in effect:

- A. Beginning teachers are eligible to participate in the district's new teacher support program. A beginning teacher shall mean a certificated teacher with fewer than ninety (90) consecutive days of classroom teacher experience in either a public or private school in any grade, kindergarten through grade 12, and who is under contract for the current school year by Walla Walla Public Schools. The support program shall include New Staff Orientation, the assignment of a Peer Mentor and participation in the District's Mentor Teacher Program. Each beginning teacher and their peer mentor shall be given the equivalent of two (2) release days to be taken in at least half day blocks to work on instruction and or curriculum.
- B. Qualified individuals interested in becoming peer mentors, should make application to their supervisor or building principal prior to the end of the school year. Principals or supervisors may nominate additional individuals for participation. A peer mentor should:
  - 1. Teach in the same major or related area of concentration as that of the beginning teacher and hold either a major or minor in that field.
  - 2. Have taught successfully for not less than three (3) full years including at least one (1) year in the Walla Walla School District.
  - 3. Demonstrate effective teaching skills.
  - 4. Have a good understanding and perspective of District and building policies, procedures, and programs.
  - 5. Possess a high level of professional development/commitment.
  - 6. Demonstrate good communication and interpretation skills.
  - 7. Have the necessary level of energy and enthusiasm and high level of creativity.
  - 8. Be highly regarded by students, staff, and the community.
- C. Selection of peer mentors shall be made by the building principal and a representative appointed by the Association. Whenever a beginning teacher is nominated by a building principal or supervisor, the District shall notify the Association of that nomination. The Association shall then immediately appoint a representative for the selection process.
- D. Participation in the Beginning Teacher Assistance Program is required for the first year. The second year shall be optional.

- E. Beginning teachers participating in the Beginning Teacher Assistance Program will be paid per diem for hours spent participating in the program. There will be no more than one required meeting per month. These required meetings will last no more than two (2) hours. In addition, there will be an optional one (1) hour per diem time for lead teacher and beginning teacher to consult.
- F. New certificated employees will participate in the New Staff Orientation Week conducted in August, and will be compensated for their time with a stipend.

## **ARTICLE V**

### **REPRESENTED SUBSTITUTES**

Represented substitutes, as defined in Article I, Section 1 of this Agreement, constitute a special category of employees whose rights under this Agreement shall be limited specifically to only those provisions listed below:

1. Article III, Section 2, Academic Freedom
2. Article IV, Section 5, Student Discipline
3. Substitutes who properly apply will be considered for leave replacement positions and for vacancies posted for regular bargaining unit positions.
4. Substitute teachers who are employed in exactly the same assignment for fifteen (15) or more days, shall be paid, starting with the sixteenth (16) day, at a per diem rate that the employee would receive if paid on the salary schedule for regular certificated teachers.
5. Substitute employees who are employed in the same assignment for less than a full year, but more than fifteen (15) days shall be granted one day of unpaid sick/emergency leave for every fifteen (15) days assigned. Said unpaid leave may be used for absences to maintain the continuing assignment, but shall not be transferable from one assignment to another.
6. The District shall purchase sufficient liability insurance to protect substitute teachers acting within the scope of their employment.

ARTICLE VI

DURATION

SECTION 1: SUPPLEMENTAL AGREEMENT

This agreement may be amended during its life provided both parties concur.

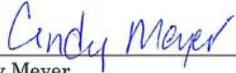
SECTION 2: DURATION AND SIGNATURE PROVISION

This contract shall remain in full force and effect from September 1, 2016 to and including August 31, 2017. The District will automatically adjust salaries and insurance in the amount through state appropriation in line with compliance guidelines during each year of the agreement. Calendar, any legislative action that directly impacts the agreement, separate contract days, the health care benefits, and any other mutually agreed upon items shall remain subjects of negotiation each year of the agreement. Either party may, upon written notice no later than sixty (60) days before the date of expiration, give notice of its intent to negotiate a successor contract.

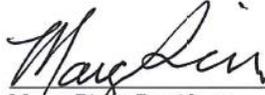
The term of the contract is for ONE year.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the \_\_\_ day of June, 2016.

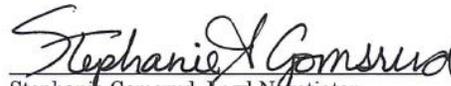
FOR THE DISTRICT

  
\_\_\_\_\_  
Cindy Meyer  
School Board President

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Margo Piver, President  
Walla Walla Valley Education Association

  
\_\_\_\_\_  
Chris Gardea  
Assistant Superintendent

  
\_\_\_\_\_  
Stephanie Gomsrud, Lead Negotiator  
Walla Walla Valley Education Association

**APPENDIX A**

Degree and Credits	+
Salary Schedule	-
Placement	
Years Experience	
FTE	

School District No. 140  
Walla Walla, Washington

**CERTIFICATED CONTRACT**

It is hereby agreed, by and between the Board of Directors of School District No. 140, Walla Walla County, Washington, and that said employee shall be employed in the public schools of said district, and is to perform such duties as are prescribed by the laws of the State of Washington, and by the rules and regulations made thereunder pertaining to said district, for one year which shall include 180 student contact days exclusive of holidays and vacations. The student contact days shall begin on the \_\_\_ day of September 2014. A gross annual salary of \$\_\_\_\_\_ shall be payable in accordance with regulations and requirements of the district respecting payment of employees, and shall be subject to assignment or reassignment of duties by the Superintendent of Schools of the district. Payments will be made in twelve (12) equal monthly installments, beginning on or before October 1, 2014.

Should this contract be terminated for legitimate cause or causes prior to the completion of said school term, the employee shall receive a total salary which bears the same ratio to the whole salary specified herein as the number of days actually worked by the employee bears to the total number of actual working days specified herein. This contract is not valid or effective until the employee has a valid Washington State Certificate on file in the Walla Walla Public Schools Personnel Office.

Said employee must sign this contract and return it to the Superintendent within ten (10) calendar days of issuance. If not returned by \_\_\_\_\_, 2014 this contract offer is withdrawn. The employee further affirms that he or she is not bound by any other contract which might interfere with the performance of duties. The law governing this contract shall be the law in effect at the time of its implementation. Should the terms and conditions of employment change as a result of negotiations, appropriate adjustment to individual contracts will be made. The employee shall be allowed to accumulate sick leave to a maximum number of days that equal the number of days in the employee's contract. Change in placement on the salary schedule must be requested, together with substantiating evidence, through the Personnel Office by September 10. Official transcripts must be in the Personnel Office as of October 1.

In witness whereof, we have herunto subscribed our names this \_\_ day of \_\_\_\_\_, 2014 by order of the Board of Directors of School District No. 140, Walla Walla County, Washington.

Certificate No. - \_\_\_\_\_

Please complete the following:

Type of Certificate - \_\_\_\_\_

Expiration Date \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board

By: \_\_\_\_\_  
Superintendent and Secretary of the Board

**AFFIDAVIT**

I, the undersigned, do solemnly swear (or affirm) that the foregoing statements are true and correct to the best of my knowledge.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

This contract replaces all previously issued Walla Walla Public School teaching contracts

## APPENDIX B

### 2016-2017 TEACHER WORK CALENDAR

#### TEACHER 180 DAY CALENDAR

Teacher Contract Day    
  Non Contract Day

July '16				
Mo	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August '16 - 7W				
Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

September '16 - 20W				
Mo	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October '16 - 19W				
Mo	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November '16- 19W				
Mo	Tu	We	Th	Fr
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

December '16- 12W				
Mo	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

January '17 - 20W				
Mo	Tu	We	Th	Fr
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

February '17- 19W				
Mo	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

March '17 - 22W				
Mo	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April '17- 15W				
Mo	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May '17- 21W				
Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

June '17- 6W				
Mo	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

## APPENDIX C

### Walla Walla Public Schools Teachers' Salary Schedule

2016-2017

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	* BA+135	MA	MA+45	MA + 90 OR Ph.D.
0	1.00000 \$ 35,700	1.02701 \$ 36,664	1.05499 \$ 37,663	1.08304 \$ 38,665	1.17303 \$ 41,877	1.23099 \$ 43,946	1.19891 \$ 42,801	1.28891 \$ 46,014	1.34693 \$ 48,085
1	1.01346 \$ 36,181	1.04084 \$ 37,158	1.06918 \$ 38,170	1.09846 \$ 39,215	1.18939 \$ 42,461	1.24704 \$ 44,519	1.21224 \$ 43,277	1.30317 \$ 46,523	1.36079 \$ 48,580
2	1.02628 \$ 36,638	1.05393 \$ 37,625	1.08257 \$ 38,648	1.11141 \$ 39,774	1.20478 \$ 43,011	1.26303 \$ 45,090	1.22566 \$ 43,756	1.31632 \$ 46,993	1.37458 \$ 49,073
3	1.03950 \$ 37,110	1.06741 \$ 38,107	1.09636 \$ 39,140	1.12890 \$ 40,302	1.21940 \$ 43,533	1.27905 \$ 45,662	1.23838 \$ 44,210	1.32881 \$ 47,439	1.38850 \$ 49,569
4	1.05246 \$ 37,573	1.08160 \$ 38,613	1.11072 \$ 39,653	1.14439 \$ 40,855	1.23542 \$ 44,104	1.29551 \$ 46,250	1.25171 \$ 44,686	1.34274 \$ 47,936	1.40286 \$ 50,082
5	1.06585 \$ 38,051	1.09513 \$ 39,096	1.12454 \$ 40,146	1.16008 \$ 41,415	1.25077 \$ 44,652	1.31206 \$ 46,841	1.26526 \$ 45,170	1.35599 \$ 48,409	1.41728 \$ 50,597
6	1.07961 \$ 38,542	1.10825 \$ 39,565	1.13866 \$ 40,650	1.17597 \$ 41,982	1.26623 \$ 45,204	1.32785 \$ 47,404	1.27915 \$ 45,666	1.36942 \$ 48,888	1.43100 \$ 51,087
7	1.10379 \$ 39,405	1.13286 \$ 40,443	1.16367 \$ 41,543	1.20301 \$ 42,947	1.29461 \$ 46,218	1.35793 \$ 48,478	1.30517 \$ 46,595	1.39673 \$ 49,863	1.46008 \$ 52,125
8	1.13919 \$ 40,669	1.16984 \$ 41,763	1.20138 \$ 42,889	1.24398 \$ 44,410	1.33681 \$ 47,724	1.40246 \$ 50,068	1.34610 \$ 48,056	1.43896 \$ 51,371	1.50458 \$ 53,714
9		1.20814 \$ 43,131	1.24125 \$ 44,313	1.28538 \$ 45,888	1.38038 \$ 49,280	1.44826 \$ 51,703	1.38747 \$ 49,533	1.48253 \$ 52,926	1.55041 \$ 55,350
10			1.28158 \$ 45,752	1.32891 \$ 47,442	1.42517 \$ 50,879	1.49532 \$ 53,383	1.43104 \$ 51,088	1.52733 \$ 54,526	1.59744 \$ 57,029
11				1.37371 \$ 49,041	1.47207 \$ 52,553	1.54362 \$ 55,107	1.47584 \$ 52,687	1.57423 \$ 56,200	1.64574 \$ 58,753
12				1.41708 \$ 50,590	1.52023 \$ 54,272	1.59391 \$ 56,903	1.52240 \$ 54,350	1.62236 \$ 57,918	1.69607 \$ 60,550
13					1.56956 \$ 56,033	1.64544 \$ 58,742	1.57060 \$ 56,070	1.67169 \$ 59,679	1.74756 \$ 62,388
14	Note: This salary schedule is based on a 180-day contract year				1.61913 \$ 57,803	1.69890 \$ 60,651	1.62022 \$ 57,842	1.72451 \$ 61,565	1.80105 \$ 64,297
15					1.66126 \$ 59,307	1.74310 \$ 62,229	1.66233 \$ 59,345	1.76934 \$ 63,165	1.84788 \$ 65,969
16 or more					1.69447 \$ 60,493	1.77794 \$ 63,472	1.69557 \$ 60,532	1.80472 \$ 64,429	1.88482 \$ 67,288

Placement on the salary schedule will be made by the human resources office on the basis of: (a) credit earned in accredited teacher institutions, (b) years of acceptable service, and (c) degrees earned. To be considered for placement on the BA+15 and BA+30 columns, etc., a teacher must have earned the required number of hours (15 quarter hours or 30 quarter hours, etc.) after the date of receiving the Bachelor's Degree. Experience credit will be given for time in the armed services that interrupts professional education employment. This service credit will not exceed three (3) years. Special pay will be given for special assignments (see separate schedule). Requests for horizontal advancement on the salary schedule must be submitted in person with appropriate documentation to the Human Resources office prior to the 10th of September.

\*Note re BA + 135 column: No one may be placed in this column after January 1, 1992. See RCW 28A.160.410(3)

## APPENDIX D

### Walla Walla Public Schools

### Cocurricular Salary Schedule 2016-2017

#### COCURRICULAR POSITIONS (teacher certification required\*)

<i>CURRICULUM</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
<b>HIGH SCHOOL</b>				
Annual	2,089	2,199	2,314	2,436
AVID Advisor	2,592	2,784	2,976	3,168
FBLA Advisor	973	1,024	1,078	1,135
Debate	2,089	2,199	2,314	2,436
Department Head	2,592	2,784	2,976	3,168
Play Director (per play)	1,972	2,076	2,185	2,300
Play Vocal Director (per play)	1,472	1,552	1,632	1,716
Assistant Play Director (per play)	1,472	1,552	1,632	1,716
Play Instrumental Director (per play)	1,472	1,552	1,632	1,716
Play Producer (per play)	1,472	1,552	1,632	1,716
FFA Advisor	1,946	2,049	2,157	2,270
FFA Assistant Advisors	1,234	1,299	1,368	1,440
Newspaper	2,017	2,124	2,235	2,353
<b>LINCOLN HIGH SCHOOL</b>				
Annual	1,543	1,624	1,709	1,799
Vocal	1,234	1,299	1,368	1,440
Play Director (per play)	657	692	728	767
<b>MIDDLE SCHOOL</b>				
Annual	1,543	1,624	1,709	1,799
Newspaper	783	824	868	914
<b>MUSIC</b>				
<b>HIGH SCHOOL</b>				
Band	3,940	4,147	4,366	4,595
Assistant Band	2,068	2,177	2,292	2,412
Vocal	3,940	4,147	4,366	4,595
Orchestra	1,709	1,799	1,894	1,993
<b>MIDDLE SCHOOL</b>				
Band	1,709	1,799	1,894	1,993
Vocal	1,234	1,299	1,368	1,440
Orchestra	1,139	1,199	1,262	1,329
Jazz Band	1,139	1,199	1,262	1,329
<b>ELEMENTARY</b>				
Vocal	1,021	1,074	1,131	1,190
Orchestra	276	326	376	426

- Placement on the cocurricular salary schedule will depend upon prior experience and, if transferring from another district, service must be verified to the personnel office.
- Positions are curriculum based - product or competition.
- \*If we are unable to fill these positions with a certificated staff member who is qualified, willing and able to perform requirements of these positions we may fill with non-certificated staff.
- **Process for adding additional positions to this schedule:** With approval of building principal, staff will make request for additional position to the Assistant Superintendent who will present the request to the bargaining team for determination.

## APPENDIX E

### 2016-2017 Separate Contract Days

Printed Staff Member's Name	Building
A. Curriculum development	E. Parent, district, building meetings
B. Lesson design	F. Committee work
C. Workshops	G. Presentations
D. Assessment	H. Tutoring
	I. Evaluating student work
	J. Professional growth
	K. Parent conference
	L. Other as agreed to with principal

Day	Activity(ies)	Date(s)
1	Day Before School Begins	August 22, 2016
2	Fall Collaboration Day	October 7, 2016
3	Second Fall Conference Day/Other as Appropriate	October 14, 2016
4	Second Winter Conference Day/Professional Day	March 3, 2016
5	Building Directed (1 day)	
5.5	Building Directed (1/2 day)	
6.5		
7.5		
8.5		
9.5		
10.5		
11.5		
12.5		
13.5		
14.5		
15.5		
16.5		
17.5		
18.5		
19.5		
<b>TOTAL DAYS</b> →		

**NOTE** See Article III, Section 10 C for details regarding number of days available to part-time employees beginning with the 2011-2012 school year.

Separate contract days are based on the Washington State teachers' salary schedule and paid at per diem according to each teacher's salary placement.

Dates to be used for separate contract days are dates two weeks before school begins – dates during the school year – and dates during the two weeks following the end of the school year.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Administrator Signature

\_\_\_\_\_  
Date

*I certify that the information provided is a true and accurate accounting of special program staff participation if applicable.*

*Revised 8.2016*



## APPENDIX G

### Length of Workday - Waiver Request Form

To: Walla Walla Valley Education Association  
Walla Walla School District Board of Directors

From: \_\_\_\_\_  
Building/Program

Date of Request: \_\_\_\_\_

<b>1. What is the intent of the proposed contract waiver? (goal, objective, or action that requires a waiver)</b>
<b>2. Outline changes to the waived contract provisions.</b>

\_\_\_\_\_  
Building Principal/Designee      Date

\_\_\_\_\_  
Association President/Designee      Date

\_\_\_\_\_  
Assistant Superintendent/Designee      Date

*June 2011*

**APPENDIX H**

**JOB SHARE APPLICATION**

\_\_\_\_\_ and \_\_\_\_\_

submit the attached proposal as application to share a full-time (1.0 FTE) position

at \_\_\_\_\_. This proposal includes provisions addressing:  
(School)

1. Teacher compatibility in such areas as:
  - personal traits
  - areas of effectiveness
  - discipline expectations
  - educational philosophy
  - experience
2. Division of teaching tasks. Who will teach what?
3. How the following items will be covered:
  - first day of school
  - grade level meetings
  - curriculum nights
  - room participation/closure
  - assessment
  - conferences
  - faculty meetings
  - field trips
  - staff development
  - open house
  - parent/teacher orientation
  - last day of school
4. Agreement on an acceptable division of time (i.e. split day, split week)
5. Basic ground rules for discipline.
6. A communication system:
  - between selves
  - with parents
  - with parents regarding the share plan
  - with principal
  - with other teachers and staff

We understand that the implementation of this job share shall not cost the District more than the cost of filling a 1.0 FTE position with a single employee with regard to insurance benefits and supplemental days. We also understand that we may be expected to pay a set amount per month toward the District cost of insurance benefits.

We agree that when pre-planning allows such an arrangement we will be expected to substitute for each other, and they will be paid consistent with the substitute rate in the current collective bargaining agreement for that work.

Request for Long-Term Leave forms will be submitted (along with a copy of this form and our proposal) as soon as this Job Share Application is approved by the building principal.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
(Building Principal)

# APPENDIX I

## Certificated Staff WALLA WALLA PUBLIC SCHOOLS

### Prior Approval of College Credits and Clock Hours for Salary Advancement (this form not required for clock hours provided by WWPS or OSPT)

Name: _____ <small>Last, First</small>	Current Assignment: _____ <small>Grade/Subject</small>	Location: _____ <small>School/Building</small>
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Instructions: Obtain and enter the information requested in each section for the course(s) or workshop(s) you propose to take for salary increment. Use the state-defined criteria and the instructions for their use that are explained on the reverse. Use only one criterion on each form and list all classes/workshops that apply to that specific criterion. Make sure to attach all required documentation (see reverse), sign Employee Declaration section below, and forward to the appropriate individual for approval.

**Please send completed form with applicable signatures to the personnel office.**

*Note: It is recommended that you keep a copy of this form, along with documentation that will provide backup should any questions be forthcoming from an audit concerning these credits.*

Course Number and Title	Institution/Provider**	Date of Class	Quarter Credits*	Criterion <small>see second page for details (one per form)</small>
				—

\* To convert semester hours to quarter credits, multiply by 1.5; to convert clock hours to quarter credits, multiply by 0.1

\*\* Institution must be accredited (WAC 190.78.010) or a Washington State approved clock hour provider (WAC 190.85.060)

#### Principal/Supervisor Approval for Criteria A, B, F and G

Principal/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Approval yes  no  Rationale for support \_\_\_\_\_

#### Personnel Office Approval for Criteria C, D and E

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approval yes  no  Rationale for support \_\_\_\_\_

*If credits are not approved at this time, they may be resubmitted at a later date when they meet criteria.*

#### Employee Declaration/Signature

By signing my name below, I hereby do certify, state, and declare, under penalty of perjury under the laws of the state of Washington, that the content of the course(s) listed above meets the state-defined criteria which I have named and marked on this form. I also attest that the information is true and accurate to the best of my knowledge. I further understand that deliberate misrepresentation of any fact on this form shall be an act of unprofessional conduct for which certification may be revoked pursuant to Chapter 180-85 WAC.

Signature \_\_\_\_\_ Date \_\_\_\_\_

If prior approval did not occur within 30 days of class/program completion employee may appeal for credit/clock hour approval by providing all of the following documentation.

- An official letter of acceptance to the specific program of study.
- A syllabus indicating the credits/clock hours earned are included in the degree, endorsement or certification program for which transcripts are submitted.

*Revised September 2015*

## APPENDIX I (page 2)

### **Walla Walla Public Schools** Prior Approval of College Credits and Clock Hours for Salary Increments Certificated Staff

The 1995 Washington State Legislature has mandated that all credits (including clock hours) earned after September 1, 1995 shall count only if the intent of the course meets one or more of the state-defined criteria listed below. It will be necessary to complete the attached form and establish eligibility before any credits awarded after September 1, 1995 will be accepted by the district for salary placement. Upon course completion, official transcripts and original clock hour forms must be received by the Personnel Office no later than October 1 for movement on the salary schedule for the current year. (Reference WAC 392.121.255,257,259, and 280.)

**INSTRUCTIONS:** Review the five recognition criteria listed below. Determine if there is one criterion that will best justify the credits or clock hours for which you are seeking prior approval. Place the letter of the criterion on the form and include the required documentation listed below. All documentation requirements must be met in order for the credits or clock hours to be approved.

- A. The course is consistent with a school based plan for mastery of student learning goals as referenced in RCW 28A.320.205, the annual school improvement report, for the school in which the individual is assigned.
  - Obtain signature and approval of the principal/supervisor.
- B. The course pertains to the individual's current assignment or expected assignment for the following school year.
  - Obtain signature and approval of principal /supervisor.
- C. The course is necessary for an endorsement as prescribed by the State Board of Education.
  - Identify and attach the specific endorsement information and the appropriate essential area of study.
  - Attach a list of classes that apply to the endorsement.
- D. The course is specifically required for obtaining advanced levels of certification.
  - Identify and attach specific advanced level of certification.
- E. The course is included in a college or university degree program that pertains to the individual's current or potential future assignment as a certificated instructional staff member of the school district.
  - Identify and attach the name of the degree program.
  - Attach a copy of the letter of acceptance or a signed Affidavit of Degree Intent form.
- F. The course addresses research-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.
  - Obtain signature and approval of principal /supervisor.
- G. 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](#).
  - Obtain signature and approval of principal /supervisor.

*Revised September 2015*



**APPENDIX K**

**WALLA WALLA VALLEY EDUCATION ASSOCIATION  
DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

To: Walla Walla School District No. 140

I, the undersigned, acknowledge that I am a member of the Walla Walla Valley Education Association, an affiliate of the Washington Education Association and the National Education Association. I hereby authorize you as my employer to deduct from my salary and to pay to the Walla Walla Valley Education Association membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to the District and the Walla Walla Valley Education Association on a form provided by the Association between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**APPENDIX L**

**REPRESENTATION FEES CHECK-OFF  
AUTHORIZATION AND ASSESSMENT**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

To: Walla Walla School District No. 140

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the charitable organization representation fees equivalent in amount to the membership dues and assessments as certified by the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to the District and the Walla Walla Valley Education Association between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**APPENDIX M**

**GRIEVANCE FORM A**

A. Notice of Grievance

Affected Employee(s) \_\_\_\_\_ Date of Formal Filing \_\_\_\_\_

Level file: \_\_\_\_\_ 1 \_\_\_\_\_ 2

Telephone: Home \_\_\_\_\_ School \_\_\_\_\_

Subject/Grade Level: \_\_\_\_\_

School: \_\_\_\_\_

Association Representative(s):

\_\_\_\_\_  
\_\_\_\_\_

B. Statement of Grievance

Date Grievance Occurred: \_\_\_\_\_

Article(s) and section(s) of contract allegedly violated or misinterpreted:

Events precipitating the alleged misinterpretation or misapplication of contract:

C. Specific Remedy Sought

\_\_\_\_\_  
SIGNATURE, ASSOCIATION PRESIDENT

Distribution of Form:

- Affected Employee(s)
- Affected Supervisor(s)
- Association Representative(s)
- Superintendent

**APPENDIX M (page 2)**

**GRIEVANCE FORM B**

Grievance Response

Affected Employee(s) \_\_\_\_\_ Date of Formal Filing \_\_\_\_\_

School: \_\_\_\_\_ Level of Response: \_\_\_\_\_ 1 \_\_\_\_\_ 2

Decision of Affected Supervisor(s) and Reasons Therefore:

Date of Decision \_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE, AFFECTED SUPERVISOR

Association Response and Reasons Therefore:

Date of Response \_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE, ASSOCIATION REPRESENTATIVE

Distribution of Form:

- Affected Employee(s)
- Affected Supervisor(s)
- Association Representative(s)
- Superintendent

**APPENDIX N**



Walla Walla Public Schools

Human Resources

364 South Park Street, Walla Walla WA 99362-3293 \* (509) 527-3000 \* FAX (509) 529-7713

Date: November \_\_, 2015

To: *Name, Location*

From: Chris Gardea, Executive Director of HR

Per negotiated agreement, certificated staff are required to complete all information on this page. Please return it to your principal by Monday, December \_\_, 2015.

**Staff Weighting Index Number (SWIN) and 2015-2016 Salary Schedule Placement**

Using your Washington State years of experience and your degree and credit column listed below, please refer to the enclosed Staff Weighting Index Number table to verify your SWIN number noted below. If the number is correct please put your initials in the box to the right of the number. If it is not correct please list the correct number in the space provided. If your years of experience or credits end in a decimal of .5 or greater, the figure should be rounded up to the next whole number. Placement on the SWIN index will not necessarily be identical to placement on the salary schedule. Please double-check the accuracy of this number—it will be used in accordance with the negotiated agreement pages 19-20 if necessary.

***Washington Experience ONLY:***

***Degree and credits***

Cumulative at end of 14-15 year	
FTE for current year:	
<b>Total at end of current year</b>	

Current year

SWIN NO:0.0000

Initial if correct.

*If SWIN number above is incorrect - Corrected SWIN*

*(over for SWIN number chart)*

*The Walla Walla School District is an Equal Opportunity Employer and complies with all requirements of the ADA. 9/5/2015*

## APPENDIX N (page 2)

### Walla Walla School District Staff Weighting Index

Education	1	2	3	4	5	6	7	8	9
WA State	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
Experience	1	2	3	4	5	6	7	8	9
1	1.0000	1.0400	1.0800	1.1371	1.1828	1.2285	1.2742	1.3199	1.3656
2	1.0400	1.0800	1.1200	1.1828	1.2285	1.2742	1.3199	1.3656	1.4113
3	1.0800	1.1200	1.1600	1.2285	1.2742	1.3199	1.3656	1.4113	1.4570
4	1.1200	1.1600	1.2000	1.2742	1.3199	1.3656	1.4113	1.4570	1.5027
5	1.1600	1.2000	1.2400	1.3199	1.3656	1.4113	1.4570	1.5027	1.5484
6	1.2000	1.2400	1.2800	1.3656	1.4113	1.4570	1.5027	1.5484	1.5941
7	1.2400	1.2800	1.3200	1.4113	1.4570	1.5027	1.5484	1.5941	1.6398
8	1.2800	1.3200	1.3600	1.4570	1.5027	1.5484	1.5941	1.6398	1.6855
9	1.3200	1.3600	1.4000	1.5027	1.5484	1.5941	1.6398	1.6855	1.7312
10	1.3600	1.4000	1.4400	1.5484	1.5941	1.6398	1.6855	1.7312	1.7769
11	1.4000	1.4400	1.4800	1.5941	1.6398	1.6855	1.7312	1.7769	1.8226
12	1.4400	1.4800	1.5200	1.6398	1.6855	1.7312	1.7769	1.8226	1.8683
13	1.4800	1.5200	1.5600	1.6855	1.7312	1.7769	1.8226	1.8683	1.9140
14	1.5200	1.5600	1.6000	1.7312	1.7769	1.8226	1.8683	1.9140	1.9597
15	1.5600	1.6000	1.6400	1.7769	1.8226	1.8683	1.9140	1.9597	2.0054
16	1.6000	1.6400	1.6800	1.8226	1.8683	1.9140	1.9597	2.0054	2.0511
17	1.6400	1.6800	1.7200	1.8683	1.9140	1.9597	2.0054	2.0511	2.0968
18	1.6800	1.7200	1.7600	1.9140	1.9597	2.0054	2.0511	2.0968	2.1425
19	1.7200	1.7600	1.8000	1.9597	2.0054	2.0511	2.0968	2.1425	2.1882
20	1.7600	1.8000	1.8400	2.0054	2.0511	2.0968	2.1425	2.1882	2.2339
21	1.8000	1.8400	1.8800	2.0511	2.0968	2.1425	2.1882	2.2339	2.2796
22	1.8400	1.8800	1.9200	2.0968	2.1425	2.1882	2.2339	2.2796	2.3253
23	1.8800	1.9200	1.9600	2.1425	2.1882	2.2339	2.2796	2.3253	2.3710
24	1.9200	1.9600	2.0000	2.1882	2.2339	2.2796	2.3253	2.3710	2.4167
25	1.9600	2.0000	2.0400	2.2339	2.2796	2.3253	2.3710	2.4167	2.4624
26	2.0000	2.0400	2.0800	2.2796	2.3253	2.3710	2.4167	2.4624	2.5081
27	2.0400	2.0800	2.1200	2.3253	2.3710	2.4167	2.4624	2.5081	2.5538
28	2.0800	2.1200	2.1600	2.3710	2.4167	2.4624	2.5081	2.5538	2.5995
29	2.1200	2.1600	2.2000	2.4167	2.4624	2.5081	2.5538	2.5995	2.6452
30	2.1600	2.2000	2.2400	2.4624	2.5081	2.5538	2.5995	2.6452	2.6909
31	2.2000	2.2400	2.2800	2.5081	2.5538	2.5995	2.6452	2.6909	2.7366
32	2.2400	2.2800	2.3200	2.5538	2.5995	2.6452	2.6909	2.7366	2.7823
33	2.2800	2.3200	2.3600	2.5995	2.6452	2.6909	2.7366	2.7823	2.8280
34	2.3200	2.3600	2.4000	2.6452	2.6909	2.7366	2.7823	2.8280	2.8737
35	2.3600	2.4000	2.4400	2.6909	2.7366	2.7823	2.8280	2.8737	2.9194

**FOR EXAMPLE:** If a staff member has an MA+45 quarter hours and 20 years of experience in Washington State, he/she would have a staff weighting index number of 2.1882.

**APPENDIX - O**



Walla Walla Public Schools

Human Resources

364 South Park Street, Walla Walla WA 99362-3293 \* (509) 527-3000 \* FAX (509) 529-7713

Date: February 1, 2017

To: *Name, Location*

From: Chris Gardea, Executive Director of HR

For 2017-2018 staffing and planning purposes, please provide this information to your principal by **Monday, February 8, 2017.**

I plan to teach in Walla Walla next year.

I do not plan to teach in Walla Walla next year.

**CHANGE OF STATUS WITHIN THE DISTRICT**

Any transfer must meet Washington Certification requirements.

I am requesting a transfer of assignment *within my building.*

New assignment request: \_\_\_\_\_

I am requesting a change of FTE.

Increase time  Reduce time  FTE desired \_\_\_\_\_

I am in a position that is *temporary* for the 2015-2016 school year and would like to teach in Walla Walla next year.

Have you discussed your interest in a change with your supervisor? Yes  No

Comments \_\_\_\_\_

**APPENDIX - P**

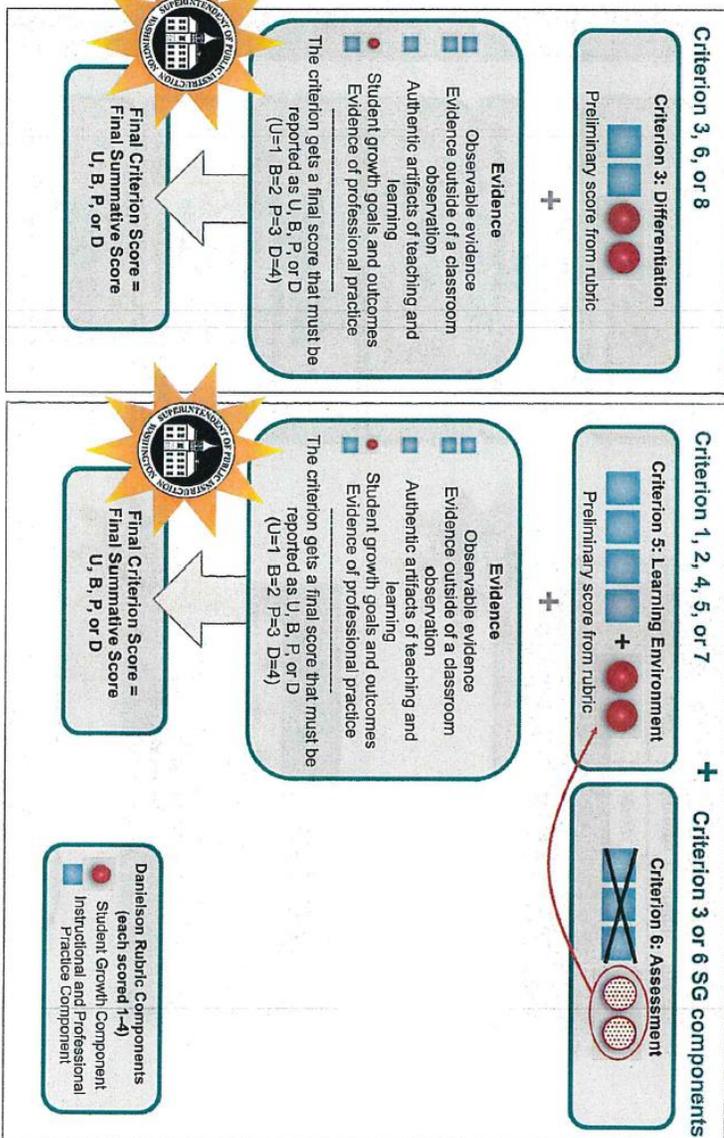
SC=State criterion	
<p><b>Domain 1: Planning and Preparation</b></p> <p><b>1. Demonstrating knowledge of content and pedagogy (SC4)</b></p> <ul style="list-style-type: none"> <li>• Knowledge of content and the structure of the discipline</li> <li>• Knowledge of prerequisite relationships</li> <li>• Knowledge of content/related pedagogy</li> </ul> <p><b>1b. Demonstrating knowledge of students (SC3)</b></p> <ul style="list-style-type: none"> <li>• Knowledge of child and adolescent development</li> <li>• Knowledge of the learning process</li> <li>• Knowledge of students' skills, knowledge and language proficiency</li> <li>• Knowledge of students' interests and cultural heritage</li> <li>• Knowledge of students' special needs</li> </ul> <p><b>1c. Setting instructional outcomes (SC4)</b></p> <ul style="list-style-type: none"> <li>• Value, sequence and alignment</li> <li>• Clarity</li> <li>• Balance</li> <li>• Suitability for diverse learners</li> </ul> <p><b>1d. Demonstrating knowledge of resources (SC4)</b></p> <ul style="list-style-type: none"> <li>• Resources for classroom use</li> <li>• Resources to extend content knowledge and pedagogy</li> <li>• Resources for students</li> </ul> <p><b>1e. Designing coherent instruction (SC4)</b></p> <ul style="list-style-type: none"> <li>• Learning activities</li> <li>• Instructional materials and resources</li> <li>• Instructional groups</li> <li>• Lesson and unit structure</li> </ul> <p><b>1f. Designing student assessments (SC6)</b></p> <ul style="list-style-type: none"> <li>• Congruence with instructional outcomes</li> <li>• Criteria and standards</li> <li>• Design of formative assessment</li> <li>• Use of planning</li> </ul>	<p><b>Domain 2: Classroom Environment</b> </p> <p><b>2a. Creating an environment of respect and rapport (SC5)</b></p> <ul style="list-style-type: none"> <li>• Teacher interaction with students</li> <li>• Student interactions with one another</li> </ul> <p><b>2b. Establishing a culture for learning (SC1)</b></p> <ul style="list-style-type: none"> <li>• Importance of the content</li> <li>• Expectation for learning and achievement</li> <li>• Student pride in work</li> </ul> <p><b>2c. Managing classroom procedures (SC5)</b></p> <ul style="list-style-type: none"> <li>• Management of instructional groups</li> <li>• Management of transitions</li> <li>• Management of materials and supplies</li> <li>• Performance of non-instructional duties</li> <li>• Supervision of volunteers and paraprofessionals</li> </ul> <p><b>2d. Managing student behaviors (SC5)</b></p> <ul style="list-style-type: none"> <li>• Expectations</li> <li>• Monitoring student behavior</li> <li>• Responses to student misbehavior</li> </ul> <p><b>2e. Organizing physical spaces (SC5)</b></p> <ul style="list-style-type: none"> <li>• Safety and accessibility</li> <li>• Arrangement of furniture and use of physical resources</li> </ul>
<p><b>Domain 4: Professional Responsibilities</b></p> <p><b>4a. Reflecting on teaching (SC2)</b></p> <ul style="list-style-type: none"> <li>• Accuracy</li> <li>• Use in future teaching</li> </ul> <p><b>4b. Maintaining accurate records (SC6)</b></p> <ul style="list-style-type: none"> <li>• Student completion of assignments</li> <li>• Student progress in learning</li> <li>• Non-instructional records</li> </ul> <p><b>4c. Communicating with families (SC7)</b></p> <ul style="list-style-type: none"> <li>• Information about the instructional program</li> <li>• Information about individual students</li> <li>• Engagement of families in the instructional program</li> </ul> <p><b>4d. Participating in a professional community (SC8)</b></p> <ul style="list-style-type: none"> <li>• Relationships with colleagues</li> <li>• Involvement in a culture of professional inquiry</li> <li>• Service to school</li> <li>• Participation in school and district projects</li> </ul> <p><b>4e. Growing and developing professionally (SC8)</b></p> <ul style="list-style-type: none"> <li>• Enhancement of content knowledge and pedagogical skill</li> <li>• Receptivity to feedback from colleagues</li> <li>• Service to profession</li> </ul> <p><b>4f. Showing professionalism (SC8)</b></p> <ul style="list-style-type: none"> <li>• Integrity and ethical conduct</li> <li>• Service to students</li> <li>• Advocacy</li> <li>• Decision making</li> <li>• Compliance with school and district regulations</li> </ul>	<p><b>Domain 3: Instruction</b> </p> <p><b>3a. Communicating with students (SC1)</b></p> <ul style="list-style-type: none"> <li>• Expectations for learning</li> <li>• Directions and procedures</li> <li>• Explanation of content</li> <li>• Use of oral and written language</li> </ul> <p><b>3b. Using questioning and discussion techniques (SC2)</b></p> <ul style="list-style-type: none"> <li>• Quality of questions</li> <li>• Discussion techniques</li> <li>• Student participation</li> </ul> <p><b>3c. Engaging students in learning (SC1)</b></p> <ul style="list-style-type: none"> <li>• Activities and assignments</li> <li>• Grouping of students</li> <li>• Instructional materials and resources</li> <li>• Structure and pacing</li> </ul> <p><b>3d. Using assessment in learning (SC6)</b></p> <ul style="list-style-type: none"> <li>• Assessment criteria</li> <li>• Monitoring of student learning</li> <li>• Feedback to students</li> <li>• Student self-assessment and monitoring of progress</li> </ul> <p><b>3e. Demonstrating flexibility and responsiveness (SC3)</b></p> <ul style="list-style-type: none"> <li>• Lesson adjustment</li> <li>• Response to students</li> <li>• Persistence</li> </ul>

# Focused Evaluation – Danielson – Certificated Classroom Teacher

Choose...

Or...

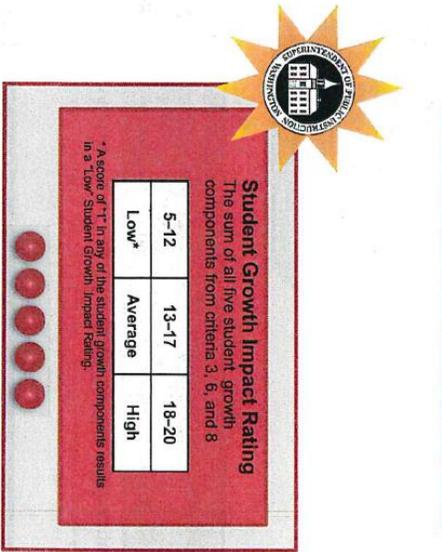
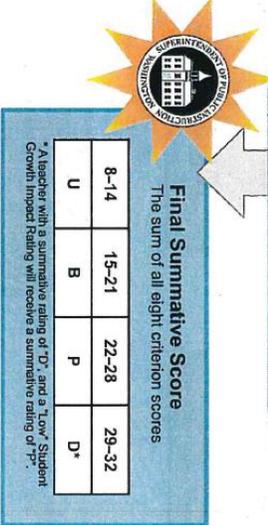
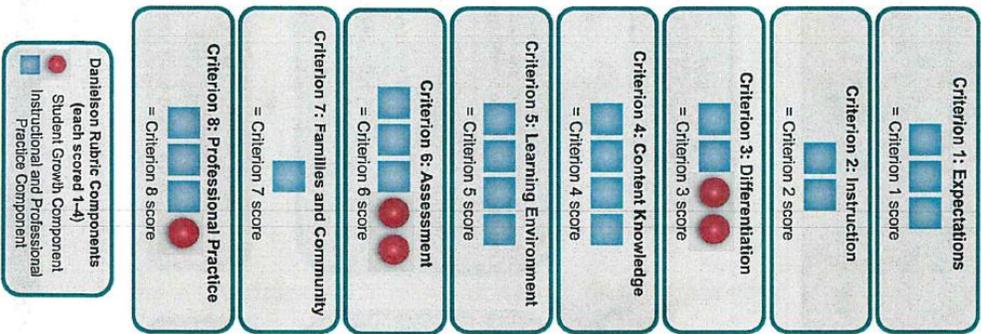
- The focused evaluation is meant for proficient and distinguished educators and its purpose is to support professional growth.
- If a non-provisional teacher has received a "satisfactory" on his/her last four evaluations, or a "proficient" or "distinguished" once they have transitioned to the new system, the teacher is eligible for a focused evaluation three out of every four years.
- One of the eight criteria must be assessed in every year that a comprehensive is not required.
- The final criterion score will be considered the final summative score.



- The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6, or 8 is selected, evaluators will use the accompanying student growth rubrics.
- If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
- While there is no student growth impact rating, a rating of "1" on any student growth rubric row triggers a student growth inquiry.

# Comprehensive Evaluation – Danielson – Certificated Classroom Teacher

- A teacher's criterion scores are established using both the district's selected instructional framework and Washington State student growth rubrics.
- The Summative Criteria Score is the sum of the eight criterion scores and is determined by the OSPI-approved scoring band.
- The Student Growth Impact Rating is generated by combining the five student growth rubric components from criteria 3, 6, and 8, and is determined by the OSPI-approved scoring band.
- Teachers with a "Distinguished" Summative Criteria Score and a "Low" Student Growth Impact Rating cannot be rated higher than "Proficient."
- A "Low" Student Growth Impact Rating triggers a student growth inquiry regardless of Summative Criteria Score.



Washington State Teacher and Principal Evaluation Project – March 2013

## APPENDIX - R

### Process & Procedures for Evaluation

Focus	Comprehensive	Non-classroom Teachers
<b>Initial Steps &amp; Set-up</b>	<b>Initial Steps &amp; Set-up</b>	<b>Initial Steps &amp; Set-up</b>
<ol style="list-style-type: none"> <li>1. All certificated staff need EDS logins</li> <li>2. All teachers need to log in and request eVal application</li> <li>3. Heidy approves applications &amp; assigns evaluators</li> <li>4. Determine whether a teacher is on the comprehensive or focus evaluation; every non-provisional teacher must be on the comprehensive cycle once every fourth year</li> </ol>	<ol style="list-style-type: none"> <li>1. All certificated staff need EDS logins</li> <li>2. All teachers need to log in and request eVal application</li> <li>3. Heidy approves applications &amp; assigns evaluators</li> <li>4. Determine whether a teacher is on the comprehensive or focus evaluation; provisional staff must be on the comprehensive cycle</li> </ol>	<p>Not using eVAL at this time See appendices for forms Determine if using Focus or Comprehensive Evaluation</p>
<b>Goal Setting &amp; Self-Assessment</b>	<b>Goal Setting &amp; Self-Assessment</b>	<b>Goal Setting &amp; Self-Assessment</b>
<ol style="list-style-type: none"> <li>1. Self-assessment in eVal on all 8 criteria</li> <li>2. Identify the focus criterion &amp; the corresponding student growth criterion</li> <li>3. Enter goals around focus criterion into eVal</li> <li>4. If criterion 1, 2, 3, 4, 5, 6 or 7 are selected, a student growth plan is necessary</li> </ol>	<ol style="list-style-type: none"> <li>1. Self-assessment in eVal on all 8 criteria</li> <li>2. Enter goals around self-assessment into eVal</li> <li>3. Write a student growth goal for criteria 3 &amp; 6</li> </ol>	<ol style="list-style-type: none"> <li>1. Self-assessment on all 8 criteria</li> <li>2. Record goals on Goal Setting document (See Appendix)</li> </ol>
<b>Observation Cycle</b>	<b>Observation Cycle</b>	<b>Observation Cycle</b>
<ol style="list-style-type: none"> <li>1. Non-provisional staff require a minimum of two observations totaling no less than 60-minutes (WAC 392-191A-110), one of which is 30 minutes* (WAC 392-191-030)</li> <li>2. Planning conference &amp; reflective conference are part of the formal observation cycle</li> <li>3. Administrator assigns questions in eVal for both planning and reflective conferences</li> <li>4. Teacher reviews assigned questions and is prepared to discuss</li> <li>5. Answers recorded into eVal as evidence</li> <li>6. Formal and informal observation dates &amp; times logged into eVal</li> <li>7. Evidence from observations around focus criterion logged into eVal</li> <li>8. Make evidence visible to teacher in eVal by checking the "Make evidence visible" box</li> </ol>	<ol style="list-style-type: none"> <li>1. Provisional staff require two* 30-minute observation within the first 90 days. The total annual observation cannot be less than 90 minutes.</li> <li>2. Non provisional staff require a minimum of two observations totaling no less than 60 minutes. (WAC-392-191A-110), one of which is 30 minutes (WAC-392-191A-030)</li> <li>3. Planning &amp; reflective conferences are part of the formal observation cycle</li> <li>4. Administrator assigns questions in eVal for planning and reflective conferences</li> <li>5. Teacher reviews assigned questions and is prepared to discuss</li> <li>6. Answers recorded into eVal as</li> <li>7. Formal and informal observations dates &amp; times logged into eVal</li> <li>8. Administrator logs evidence from observations into eVal and aligns</li> </ol>	<ol style="list-style-type: none"> <li>1. Provisional staff require two* 30-minute observation within the first 90 days. The total annual observation cannot be less than 90 minutes.</li> <li>2. Non provisional staff require a minimum of two observations totaling no less than 60 minutes. (WAC-392-191A-110), one of which is 30 minutes (WAC-392-191A-030)</li> <li>3. Planning &amp; reflective conferences are part of the formal observation cycle</li> <li>4. Administrator assigns questions in eVal for planning and reflective conferences</li> <li>5. Teacher reviews assigned questions and is prepared to discuss</li> <li>6. Formal and informal observations dates &amp; times recorded by administrator</li> <li>7. Administrator records evidence from observations into Evidence</li> </ol>

## APPENDIX – R (page 2)

<p>9. Administrator aligns evidence to the rubric; <u>uses evidence to determine a level of performance</u></p> <p>10. Teacher reviews evidence, makes additions, and <u>uses evidence to determine a level of performance</u></p> <p>11. Teacher and administrator engage in a reflective <i>conversation</i></p>	<p>to components</p> <p>9. Administrator makes evidence visible to teacher in eVal by checking the “Make evidence visible” box</p> <p>10. Administrator aligns evidence to the rubric</p> <p>11. Teacher reviews evidence and makes additions</p> <p>12. Teacher and administrator engage in a reflective <i>conference</i></p>	<p>Collection Report (see Appendix)</p> <p>8. Teacher reviews evidence and makes additions</p> <p>9. Teacher and administrator engage in a reflective <i>conference</i></p>
<b>Evidence Collection</b>	<b>Evidence Collection</b>	<b>Evidence Collection</b>
<ul style="list-style-type: none"> <li>- Teachers are responsible for providing evidence in non-observable domains 1 &amp; 4</li> <li>- Evaluators are responsible for collecting evidence for domains 2 &amp; 3</li> </ul>	<ul style="list-style-type: none"> <li>- Teachers are responsible for providing evidence in non-observable domains 1 &amp; 4</li> <li>- Evaluators are responsible for collecting evidence for domains 2 &amp; 3</li> </ul>	<ul style="list-style-type: none"> <li>- Teachers are responsible for providing evidence in non-observable domains 1 &amp; 4</li> <li>- Evaluators are responsible for collecting evidence for domains 2 &amp; 3</li> </ul>
<b>Summative Evaluation</b>	<b>Summative Evaluation</b>	<b>Summative Evaluation</b>
<ul style="list-style-type: none"> <li>- Overall level of performance is determined for the focus criteria based on the preponderance of evidence</li> <li>- a rating of “1” on any student growth rubric triggers a student growth inquiry</li> <li>- the final criterion score will be considered the final summative score</li> <li>- summative evaluation completed by June 1</li> </ul>	<ul style="list-style-type: none"> <li>- Overall level of performance is determined for each of the 8 criteria based on the preponderance of evidence</li> <li>- Student growth impact rating is determined for SC3, SC6, and SC8</li> <li>- a low student growth impact rating triggers a student growth inquiry regardless of summative criterion score</li> <li>- summative evaluation completed by June 1</li> </ul>	<ul style="list-style-type: none"> <li>- Overall level of performance is determined for each of the 8 criteria based on the preponderance of evidence (Comprehensive)</li> <li>- Overall level of performance is determined for the focus criteria based on the preponderance of evidence (Focused)</li> <li>- summative evaluation completed by June 1</li> </ul>

**All certified teachers are required to have a comprehensive evaluation every fourth year.**

## APPENDIX – S

### Goal Setting Process SG 3.1 (template)

**Student Growth Goals**  
 Goal Crafting / Development

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Evaluation Type:  Comprehensive  Focused

Criteria/Goal Area	<i>The When</i> Timeframe When will success be measured? Instructional timeframe?	<i>The Who</i> Student or Student Group	<i>The What</i> Essential Learning What skills do you want the students to know?	<i>The Tools</i> Measures Which assessments (2 or more) will be used to measure learning?	<i>The Result</i> Aim/Target What does success look like? How will you know students have learned?	<i>The Goal</i> Goal Statement What is the final goal statement?	Goal Score Based on Rubric
SG- 3.1 Sub-group goal: Informed by group goal, class goal and data							

### Goal Setting Process SG 6.1 (template)

**Student Growth Goals**  
 Goal Crafting / Development

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Evaluation Type:  Comprehensive  Focused

Criteria/Goal Area	<i>The When</i> Timeframe When will success be measured? Instructional timeframe?	<i>The Who</i> Student or Student Group	<i>The What</i> Essential Learning What skills do you want the students to know?	<i>The Tools</i> Measures Which assessments (2 or more) will be used to measure learning?	<i>The Result</i> Aim/Target What does success look like? How will you know students have learned?	<i>The Goal</i> Goal Statement What is the final goal statement?	Goal Score Based on Rubric
SG- 6.1 Classroom Goal: Informed by group goal and data							

### Goal Setting Process SG 8.1 (template)

**Student Growth Goals**  
 Goal Crafting / Development

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Evaluation Type:  Comprehensive  Focused

Criteria/Goal Area	<i>The When</i> Timeframe When will success be measured? Instructional timeframe?	<i>The Who</i> Student or Student Group	<i>The What</i> Essential Learning What skills do you want the students to know?	<i>The Tools</i> Measures Which assessments (2 or more) will be used to measure learning?	<i>The Result</i> Aim/Target What does success look like? How will you know students have learned?	<i>The Goal</i> Goal Statement What is the final goal statement?	Goal Score Based on Rubric
SG- 8.1 Group goal: Informed by data							

# APPENDIX – T

## Achievement of Student Growth Goals 3.2 (template)

How to Measure results of SG 3.2

Unsatisfactory	Basic	Proficient	Distinguished
Growth or achievement data from at least two points in time <i>shows no evidence of growth for most students.</i>	Multiple sources of growth or achievement data from at least two points in time <i>show some evidence of growth for some students.</i>	Multiple sources of growth or achievement data from at least two points in time <i>show clear evidence of growth for most students.</i>	Multiple sources of growth or achievement data from at least two points in time <i>show evidence of high growth for all or nearly all students.</i>

Criteria/Goal Area	Goal Statement	Outcomes (Results)	Reflection	Rubric Score *
SG 3.2				

Evaluator's Feedback for SG 3.2 Results

## Achievement of Student Growth Goals 6.2 (template)

How to Measure results of SG 6.2

Unsatisfactory	Basic	Proficient	Distinguished
Growth or achievement data from at least two points in time <i>shows no evidence of growth for most students.</i>	Multiple sources of growth or achievement data from at least two points in time <i>show some evidence of growth for some students.</i>	Multiple sources of growth or achievement data from at least two points in time <i>show clear evidence of growth for most students.</i>	Multiple sources of growth or achievement data from at least two points in time <i>show evidence of high growth for all or nearly all students.</i>

Criteria/Goal Area	Goal Statement	Outcomes (Results)	Reflection	Rubric Score *
SG 6.2				

Evaluator's Feedback for SG 6.2 Results

### Inquiry Process

\*Note: Comprehensive Evaluation Student Growth Scoring: If rubric scores produce a 'low' student growth score or any one of the five student growth components receive an unsatisfactory (1) rating, then a student growth inquiry is triggered as outlined below.

**Student Growth Inquiry:** 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:

- 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;
- 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;
- 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;
- Create and implement a professional development plan to address student growth areas.

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX – U

Final Comprehensive Evaluation

Final Focused Evaluation

Employee: \_\_\_\_\_

Building/Program: \_\_\_\_\_

Evaluator: \_\_\_\_\_ School Year: \_\_\_\_\_

Dates of Observations: \_\_\_\_\_ Date of final conference: \_\_\_\_\_

Scoring: 1 = Unsatisfactory    2 = Basic    3 = Proficient    4 = Distinguished

		Score
<b>Criterion 1</b> Expectations: Centering instruction on high expectations for student achievement.		
2a		
3a		
3c		

		Score
<b>Criterion 2</b> Instruction: Demonstrating effective teaching practices		
3b		
4a		

		Score
<b>Criterion 3</b> Differentiation: Recognizing individual student learning needs and developing strategies to address those needs.		
1b		
3e		

		Score
<b>Criterion 4</b> Content Knowledge: Providing clear and intentional focus on subject matter content and curriculum.		
1a		
1c		
1d		
1e		

		Score
<b>Criterion 5</b> Learning Environment: Fostering and managing a safe, positive learning environment.		
2a		
2c		
2d		
2e		

		Score
<b>Criterion 6</b> Assessment: Using multiple student data elements to modify instruction and improve student learning.		
1f		
3d		
4b		

## APPENDIX – U (page 2)

Final Comprehensive Evaluation

Final Focused Evaluation

		Score
<b>Criterion 7</b> Families and Community: Communicating and collaborating with parents and the school community.		
4c		

		Score
<b>Criterion 8</b> Professional Practice: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning		
4d		
4e		
4f		

<b>Total Criterion Score</b>	
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### Scoring Chart Summative Rating

The sum of all eight criterion scores

8-14	15-21	22-28	29-32
U	B	P	D

**OVERALL RATING** (Circle One)    **Unsatisfactory**    **Basic**    **Proficient**    **Distinguished**

**Administrator Comments:**

**Teacher Comments:**

The employee and administrator have conferred on the type of evaluation to be used for the following school year and agree to use:     Comprehensive     Focused     Plan of Improvement

**Signatures:**

The employee's signature below indicates his or her receipt of this evaluation report only and does not imply that he or she agrees with the contents of the report and/or summative score.

\_\_\_\_\_  
**Teacher**

\_\_\_\_\_  
**Administrator**

\_\_\_\_\_  
**Date**