

Master Agreement

Between

Quincy School District

And

Quincy Education Association

2011-2014

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369 **PREAMBLE**

370

371 This agreement is by and between the Quincy School District and the Quincy Education
372 Association. It has been negotiated pursuant to RCW 41.59.

373

374

ARTICLE I. ADMINISTRATION

375

376 **Section A. Definition of Terms**

377

378 1. The term “Board” shall mean the Board of Directors of Quincy School District
379 No. 144-101 as the governing body of the district.

380

381 2. The term “District” shall mean Quincy School District No. 144-101, Quincy,
382 Grant County, Washington.

383

384 3. The term “Association” shall mean Quincy Education Association which is an
385 affiliate of the Washington Education Association (WEA) and the National
386 Education Association (NEA).

387

388 4. The term “Parties” shall mean the district and the Association.

389

390 5. The term “Agreement” shall mean this Collective Bargaining Agreement.

391

392 6. The term “Employee” shall mean those persons for whom the Association is
393 recognized as the duly authorized bargaining agent.

394

395 7. The term “day” shall mean any day the District business office is open for
396 business with the public.

397

398 8. The term “Superintendent” shall mean the chief administrative officer of the
399 District or his/her designee.

400

401 9. The term “President” shall mean the President of the Association or his/her
402 designee.

403

404 10. The term “individual contract” shall mean the individual contract issued to and
405 signed by each employee pursuant to RCW 28A.405.210.

406

407 11. The term “supplemental contract” shall mean the contract issued and signed in
408 accordance with RCW 28A.405.240.

409

410 12. The term “extended contract” shall mean that individual, supplemental contract
411 that is issued to an employee for days beyond the employee’s basic school year of
412 one-hundred-eighty (180) days. Such contracts are non-continuing one (1) year
413 only.

414

- 415 13. The term RCW” shall mean Revised Code of Washington.
416
417 14. The term “WAC” shall mean Washington Administrative Code.
418
419 15. The term “SPI” shall mean the Washington State Superintendent of Public
420 Instruction or his/her office.
421
422 16. The term “BEA” shall mean Basic Education Act.
423
424 17. The term “AR” shall mean Association Representative(s).
425
426 18. The term “PERC” shall mean the Washington State Public Employee Relations
427 Commission.
428
429 19. The term “LEAP” shall mean the Salary Allocation Model of the State of
430 Washington (Legislative Evaluation Accountability Program).
431

432 **Section B. Recognition**

- 433
434 1. **Bargaining Unit Makeup:** The district recognizes the Association as the
435 exclusive bargaining agent for all certificated employees of the District excluding
436 the Superintendent, Assistant Superintendents, Principals, and Assistant
437 Principals.
438
439 2. **Long-Term Substitutes:** Also included in the bargaining unit are long-term
440 substitute teachers. The term “long term substitute” shall mean any substitute
441 teacher who has worked thirty (30) or more seven-and three-quarters (7 ¾) hour
442 days for the District as a substitute teacher during the current or immediately
443 preceding calendar year, and who continues to be available for employment, and
444 any substitute teacher who replaces an employee(s) for twenty (20) or more
445 consecutive days. Such long-term substitutes shall be covered by this Agreement
446 under the following Articles only:
447
448 Article I. Administration
449 Article II. Business
450 Article III. Employee Rights
451 Article VI. Instruction
452 Article IX. Grievance Procedure
453 Article X. Duration
454 Appendix A. Salary
455 Appendix B. Supplemental Salary
456 Appendix C. Grievance Form
457 Appendix O. Just Cause Guidelines
458
459 3. **Exclusivity:** The District shall not recognize nor shall it bargain with any other
460 Employee organization seeking or claiming to represent employees unless such

461 organization has been certified by PERC as the exclusive bargaining agent for
462 Employees.
463

464 **Section C. Status of the Agreement**
465

466 This shall be the sole Agreement between the Parties regarding wages, hours, and terms
467 and conditions of employment. It shall supersede any rules, regulations, policies,
468 resolutions, or practices of the District which shall be contrary to or inconsistent with its
469 terms.
470

471 Unless otherwise provided in this Agreement, nothing shall be interpreted to reduce or
472 otherwise diminish from current individual salaries and/or economic benefits of the
473 District in effect prior to the effective dates of this agreement.
474

475 **Section D. Individual, Extended, and Supplemental Contracts**
476

477 When individual, extended, or supplemental contracts between the District and an
478 individual employee are offered and accepted, such contracts shall be subject to and
479 consistent with the terms of this Agreement. If an individual, extended, or supplemental
480 contract contains any language inconsistent with this Agreement, this Agreement shall be
481 controlling.
482

483 **Section E. Conformity to Law**
484

485 This Agreement shall be governed and construed according to the Constitution and Laws
486 of the State of Washington. If any provision of this Agreement, or any application of the
487 Agreement to any employee or groups of employees shall be found contrary to law by a
488 court or administrative agency of competent jurisdiction, such provision or application
489 shall have effect only to the extent permitted by law, and all other provisions or
490 applications of the Agreement shall continue in full force and effect.
491

492 If any provision of this Agreement is held to be contrary to law, the Parties shall
493 commence negotiations on said provision as soon thereafter as is reasonably possible.
494

495 **Section F. Distribution of Agreement**
496

497 Following ratification and signing of this Agreement, the Association shall prepare a
498 photo ready draft for mutual editing. After agreement has been reached on the edit of the
499 Agreement, the District shall print the final Agreement. The QEA will provide the paper
500 and the District will make the necessary copies. The Association shall distribute copies
501 of this Agreement to all employees. Additional copies shall be provided to the
502 Association. All employees new to the District shall be provided a copy of the
503 Agreement by the District upon issuance of their individual contract. A copy of the
504 Agreement shall be made available upon request to all applicants for teaching positions.
505

506 There shall be two (2) signed copies of the final Agreement for the purpose of records.
507 One (1) shall be retained by the District and one (1) by the Association.
508

509 **Section G. Joint Meetings of Labor and Management**
510

511 Representatives of the Parties shall meet no less often than three (3) times during the
512 regular school year in order to monitor the administration of the Agreement and to pursue
513 mutual problem identification and mutual problem solving. Such meetings shall not be
514 grievance resolution conferences nor shall they be collective bargaining sessions
515 regarding this or successor Agreements.
516

517 **Section H. Changes in Terms and Conditions of Employment**
518

519 No changes affecting Employee wages, hours, and terms and conditions of employment
520 shall be adopted and/or implemented by the District unless such are mutually agreed to
521 by the Parties.
522
523

524 **ARTICLE II. BUSINESS**
525

526 **Section A. Dues, Deductions, and Representation Fees**
527

- 528 1. **Voluntary Membership:** Any employee may become a member of the
529 Association. Each member shall file with the payroll office a notice of voluntary
530 membership and authorization for dues deductions. Such authorization, once
531 filed, shall be a continuous authorization for the District to deduct Association
532 dues including NEA and WEA dues in accordance with the unified dues structure
533 of the Association. Dues deductions for less than a full year shall be prorated. A
534 notice of authorization may be revoked only in writing and only between August
535 1 and August 30 prior to the year in which the dues shall be assessed. Revocation
536 shall exempt the employee from the fair share representation fee.
537
- 538 2. **Fair Share Representation Fee:** No employee shall be required to become a
539 member of the Association. Any employee who is not a member shall be required
540 to pay a fair share representation fee to the Association which shall be in an
541 amount not more than the combined dues required under paragraph one (1) of this
542 section as determined by the QEA membership, and shall not include any political
543 deductions such as WEAPAC or NEAPAC and shall be regarded as fair
544 compensation and reimbursement to the Association for fulfilling its legal
545 obligations to represent all members of the bargaining unit. In the event that the
546 fair share representation fee is protested, such protest shall be handled according
547 to law and PERC rules.
548
- 549 3. **Religious Objection:** Any teacher claiming a bona fide religious objection
550 pursuant to RCW 41.59 shall notify the Association and the District of such
551 objection in writing within ten (10) days of commencement of employment or

552 prior to October 1 of any school year. Pending determination of any bona fide
553 religious objection, the district will deduct from the salary of the teacher claiming
554 such objection an amount equivalent to the association dues and assessment. If a
555 teacher is determined to have a bona fide religious objection to the payment of the
556 representation fee, that teacher shall monthly pay to either the Quincy Education
557 Scholarship Fund, the Quincy Valley Hospital, or the Quincy Senior Center, or
558 other local charity as deemed acceptable by the QEA Executive board an amount
559 of money equivalent to regular dues and fees.
560

561 4. **Exempt Employees:** An employee who, as of October 15, 1978, was not a
562 member of the Association shall be exempt from the fair share fees unless after
563 that date he/she submitted a notice of membership as allowed in paragraph one (1)
564 above.
565

566 5. **Deductions:** All of the dues or fees shall be deducted from the employee's
567 paycheck in twelve monthly installments beginning with the first month of
568 employment. Employees working less than a full year shall have dues or fees
569 deducted only for the months of actual employment. The monthly deduction shall
570 be in an amount equal to 1/12 of the total annual dues or fair share fees. The
571 amount of the annual dues or fair share fees shall be submitted to the District by
572 the Association in writing on or before August 31 of each school year. A list of
573 the employees who are subject to dues or fair share fee deductions shall be
574 supplied to the Association by the District prior to October 30 of each year and
575 each month thereafter during the school year.
576

577 **Section B. Hold Harmless**

578
579 The Association agrees to defend at its expense, and hold the District harmless against
580 any legal action brought against the District as a result of these dues provisions.
581

582 **Section C. Other Deductions**

583
584 Upon receipt of written authorization, the District shall deduct from the salary of
585 employees, premiums for those insurance and annuity programs which have been
586 approved by the Association and the District for such deductions. The sums which are
587 deducted as premiums for approved insurance and annuity programs shall be forwarded
588 in accordance with the written authorization.
589

590 All new annuity programs must have a minimum of five (5) participants as per board
591 policy for the district to administer. The Board and QEA will agree to identify by August
592 10th insurance companies to be made available for the following year.
593

594 **Section D. Management Rights**

595
596 1. All rights, powers, prerogatives, duties, and authority which the Board now has or
597 had prior to the signing of this Agreement are retained by the Board except for

598 those which are specifically abridged or modified by the Agreement or law. Such
599 abridgment or modification shall be to the extent specifically set forth in this
600 Agreement and such abridgments or modifications are to be strictly construed.
601

602 2. Use of School Equipment: All equipment, including small/ attractive items such
603 as computers, printers, projectors, video cassette recorders, tools, PDA's,
604 cameras, etc. are the sole property of the Quincy School District regardless of the
605 funding source.
606

607 **Section E. Association Rights**

608

609 1. **Information:** The Board shall, upon request and upon reasonable notice, provide
610 the Association with public documents and/or data which will assist it in
611 developing intelligent, accurate, informed, and constructive programs on behalf of
612 employees and their students. All such documents and records shall be provided
613 in a timely manner, consistent with the District equipment and personnel. Upon
614 request, the Board shall furnish the Association all public information necessary
615 for its functioning as exclusive bargaining representative.
616

617 2. **Released Time for Meetings:** Whenever the presence of any AR or any
618 employee is required during working hours in local grievance proceedings, or
619 joint District/Association business, he/she shall suffer no loss in pay.
620

621 3. **Use of School Buildings:** Upon approval of the building principal, the
622 Association and the representatives shall have the right of access to school
623 building for organizational purposes before or after normal working hours
624 providing there is no interference with any school program.
625

626 4. **Use of School Equipment:** Upon notification of the building principal, the
627 Association shall have the right to use school equipment at reasonable times,
628 when such equipment is not otherwise in use. The Association shall pay for the
629 reasonable cost of all materials and supplies incidental to such use.
630

631 5. **Bulletin Boards:** The association shall have, in each school building, the
632 exclusive use of a bulletin board in each faculty lounge.
633

634 6. **Mail Facilities and Mail Boxes:** The Association shall have the right to use the
635 intra-District mail facilities and school mailboxes and will follow the computer
636 guidelines described in Appendix P.
637

638 7. **Board Policy Revision:** The Board shall notify the Association of any revisions
639 of personnel policy which are proposed or under consideration before adoption of
640 any such policy. The Board reserves the right to formulate and adopt policy in
641 emergency situations without complying with the above provision.
642

643 8. **Administrative Hiring Teams:** The District will notify QEA leadership at the
644 time of posting any building principal position. The QEA will provide a member
645 to the interview committee when an interview committee is used.
646

647 648 **ARTICLE III. EMPLOYEE RIGHTS**

649 650 **Section A. Just Cause**

- 651
- 652 1. **Discipline:** No employee shall be disciplined or suspended without just cause.
653 (Refer to Appendix O)
654
 - 655 2. **Written Grounds:** The specific grounds forming the basis for disciplinary
656 actions shall be made available to the employee in writing at the time discipline
657 action is taken.
658
 - 659 3. **Association Representation:** Employees shall be entitled to the presence of an
660 AR at any hearing, meeting, or conference involving the employee regarding
661 disciplinary actions or the investigation thereof at which the employee is present.
662 When a request for such AR is made, no action shall be taken with respect to the
663 employee until such AR is present, provided the process is not delayed more than
664 one (1) day, after which time the District may act without the presence of an AR.
665
 - 666 4. **Privacy and Confidentiality:** Any disciplinary actions taken by any agent of the
667 District shall be made in private and in confidence and not in the presence of
668 students, parents, other Employees, or at public gatherings. This rule shall apply
669 unless such remarks have a valid professional purpose in the non-private setting.
670

671 **Section B. Complaint Procedure**

- 672
- 673 1. **Procedural Requirement:** Any complaint regarding an employee made to any
674 member of the administration which does or may influence evaluation of the
675 employee or which may lead to a disciplinary action shall, within ten (10) days of
676 receipt of the complaint by an administrator, be processed according to this
677 procedure.
678

679 **Step 1. PRINCIPAL:** The employee's principal shall meet with the employee to
680 apprise the employee of the full nature of the complaint. They shall attempt to
681 resolve the matter informally.
682

683 **Step 2. PRINCIPAL AND COMPLAINANT:** In the event a complaint is
684 unresolved at Step 1, the employee may request a conference with the
685 complainant and the principal to attempt to resolve the complaint. If the
686 complaint is unresolved as a result of such conference or if no mutually
687 acceptable conference can be agreed on, the employee may appeal the complaint
688 to Step 3.

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Any complaint unresolved at Step 2 shall be submitted in writing by the complainant to the Employee and/or the principal (or supervisor) with copies to all other persons involved, including the superintendent.

Step 3. SUPERINTENDENT: At the request of the Employee or principal, any complaint unresolved at Step 2 shall be reviewed by the Superintendent.

The Superintendent shall attempt to meet with the principal, the complainant, and the Employee jointly and shall attempt to reach a satisfactory solution to all persons involved. In the event such a solution is found, it shall be reduced to writing and signed by the participants to the conference.

2. **Use of Findings:** Upon completion of the required steps of the Complaint Procedure, the findings may be used in the employee’s evaluation process. No complaint against an employee may be used in a disciplinary action or evaluation against that employee unless the complaint was discussed with the employee in a timely fashion pursuant to this section.

3. **Representation:** The employee shall have the right to representation by an AR at any meetings or conferences regarding the complaint beyond Step 1 of the procedure.

Section C. Organizing Rights

Employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or refrain from any of such activities.

The Parties shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by RCW 41.59 or other laws of Washington or the United States.

Section D. Non-Discrimination

The Parties shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation in any activities or non-participation in the Association or collective negotiations with the Board, or his/her institution or refusal to institute any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, honorably-discharged, veteran or military status, political activity or lack thereof, or the presence of any sensory, mental or physical disability except as required in accordance with this Agreement or as otherwise provided by law.

735

736 Membership in the Association shall not be denied to any employee because of domicile,
737 race, creed, religion, color, national origin, age, sex, marital status, or the presence of any
738 sensory, mental or physical handicap.

739

740 **Section E. Personnel File**

741

742 1. **Access and Copies:** Employees and former employees shall, upon request, have
743 the right to inspect all contents of their personnel files. Upon request, a copy of
744 any document contained therein shall be given to the employee. No secret,
745 duplicate, alternate, or other personnel file shall be kept.

746

747 2. **File Inspections:** Reviews of personnel files shall be made in the presence of a
748 district administrator. The employee may be accompanied by an AR.

749

750 3. **Minimum Contents:** Each employee's personnel file shall contain the following
751 minimum items of information: all evaluation reports, copies of annual contracts,
752 teaching certificate, and a transcript of academic records.

753

754 4. **Material Bar:** Any derogatory material not shown to an employee within ten
755 (10) days after receipt or composition shall not be allowed as evidence in any
756 grievance or in any disciplinary action against such employee nor may it be
757 placed in his/her file.

758

759 No evaluation, correspondence, or other material making derogatory reference to
760 an employee's competence, character, or manner shall be kept or placed in the
761 personnel file without the employee's knowledge.

762

763 5. **File Inventories:** Upon request by the employee and after examination of his/her
764 file by the Superintendent, the Superintendent shall sign a file inventory to verify
765 contents.

766

767 6. **Removal of Materials:** After seven years the District may remove and destroy
768 employee's evaluation reports. After three years, upon request of the employee,
769 the District shall remove and destroy any adverse materials (excluding evaluation
770 reports) upon which no subsequent action has been taken.

771

772 **Section F. Employee Protection**

773

774 1. **Liability:** The district shall provide Comprehensive Liability Insurance Coverage
775 for all employees by naming employees as additional insured on the District's
776 Liability Insurance Policy.

777

778 The District agrees to hold employees harmless and defend them for legal liability
779 arising from any act or failure to act during the course of their employment,
780 provided such employees at the time of the complaint were acting within the

781 scope of their employment and/or under the direction of the District's policy. The
782 District's responsibility shall be limited to the coverage afforded for employees
783 by the District's Liability Insurance Policy, which shall comply with state law.
784

785 2. **Personal Property:** The District shall include the personal property of
786 employees in the District's insurance program that covers damage to personal
787 property used by the employee and judged necessary for fulfillment of the
788 employee's teaching position. To be eligible for coverage and reimbursement, the
789 employee must have registered and valued the property with the proper building
790 principal. Reimbursement shall be subject to settlement with the District's
791 insurance carrier.
792

793 The loss of money or loss and/or damage to automobiles and other vehicles are
794 not covered under this agreement.
795

796 3. **Threats:** Any employee who is threatened with physical harm by any person or
797 group while carrying out assigned duties shall immediately notify his/her
798 principal, or in his/her absence or inaccessibility any District administrator, and if
799 necessary, the appropriate law enforcement authority. Immediate steps shall be
800 taken by the principal or other administrator in cooperation with the employee to
801 provide for the employee's safety and assist in contacting law enforcement
802 authorities, if appropriate. Steps may include notifying law enforcement and/or
803 other earnest efforts. Precautionary measures for the employee's safety shall be
804 reported to the employee by the administrator at the earliest possible time.
805

806 4. **Self-Protection:** Employees may use reasonable measures with a student, patron,
807 or other person as is necessary to protect him/herself, his/her students or his/her
808 colleagues from attack, physical or verbal abuse or injury, or to prevent damage to
809 District or personal property.
810

811 5. **Absence Due to Attack or Accidents on the Job:** Whenever an employee is
812 absent from employment as a result of an accident on the job or a physical attack
813 sustained in the course of employment, the employee shall be paid full salary for
814 the period of absence for up to six (6) months, less the amount of an L & I
815 compensation awarded prior to the time any personal sick leave is charged against
816 the employee. No part of such absence shall be charged to annual or accumulated
817 sick leave.
818

819 6. **Property Replacement:** The District shall reimburse employees for replacement
820 of clothing or other personal property damaged, destroyed, or stolen during the
821 course of an attack or assault on the employee while the employee is engaged in
822 the duties of his/her employment. Verification of replacement is required.
823 Reimbursement shall be for the amount of homeowner's deductible, not to exceed
824 \$250.
825

- 826 7. **Dangerous Students:** In the event a student is assigned to an employee’s class
827 who evidences symptoms or behaviors that could present a health or safety
828 problem to the employee or other students, the assigning principal shall inform
829 such employee of such problem(s) in advance of the assignment, or as soon as
830 such information is available. Upon request of an employee, the principal shall
831 meet with the employee(s) at the earliest time such information becomes available
832 to discuss strategies for managing these situations and for outlining District
833 resources and assistance that may be made available for assistance. The purpose
834 of this sub-section is:
835
- 836 a. to assure that every reasonable effort shall be made by District
837 administrators to obtain and provide information to employees concerning
838 students who pose a threat to employees or other students, and
839
 - 840 b. that employees use such information to prepare themselves for such
841 problems.
842
- 843 8. **Locker Searches:** Searches of student lockers for weapons, illegal drugs alcohol,
844 and other illegal materials shall be conducted by principals on an unscheduled
845 basis without prior notification to students. Employees shall not be required to
846 participate in locker searches.
847
- 848 9. **Training:** The District shall provide in-service training seminars for all
849 employees concerning applicable federal, state and local laws, and District rules
850 and regulation pertaining to student rights, employee rights, and the processing of
851 student disciplinary matters. Training shall occur during the first quarter of each
852 school year.
853

854 **Section G. Assignment and Transfer**

855

- 856 1. **Definitions:**
857
- 858 a. The term “position” shall mean the specific grade level, content area, and
859 program a teacher is assigned for the current year.
860
 - 861 b. The term “program” shall mean the funding source: i.e. Basic Education,
862 Enrichment, Special Education, Transitional Bilingual, Title I Regular,
863 Title I Migrant, LAP and similar financially differentiated programs.
864
 - 865 c. The term transfer shall mean a change from an employee’s current
866 position and building to the same or a different position in a different
867 building.
868
 - 869 d. The term “vacancy” shall mean any position opening within the
870 bargaining unit once all building reassignments have been made, including
871 new positions.

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e. Reassignment shall mean a change from an employee’s current position to a different position in the same building.

2. **Notice to Continuing Employees:** All employees shall be given written notice of any changes in their assignments for the coming year not later than June 15 of each year. Subsequent changes may be made by mutual agreement or for emergency purposes only.

3. **Posting:** The principal will notify building staff before reassignments are made within a building so that all who are qualified and interested will have the opportunity to apply for available positions.

Any vacancy not being filled from within the current building staff will be posted for a minimum of five (5) days. Interested staff shall send a letter of intent to the principal. During vacation periods, the District shall notify any employee, including those on approved leave, of all postings by phone, personal email, or mail, provided the Employee made a request in writing to receive such postings.

4. **Application for Transfer:** Employees requesting a transfer to a vacancy shall complete and file a request for transfer with the Superintendent within the posted time-line.

5. **Priority:** The District shall hire the best qualified applicant for each position. All qualifications for any posting shall be set out in the posting. Current district employees, including those on approved leave, who apply and are qualified for any posted position will be guaranteed an interview. A current employee will be guaranteed no more than one interview opportunity for openings in any given building in any six (6) month period. Principals may grant interviews to in-district candidates as often as they wish for multiple openings in their buildings.

6. **Hiring Team:** A hiring team consisting of at least the building administrator, two certified staff members selected by QEA, and a central office representative (when available) will conduct the hiring interviews and make a recommendation to the administration in the hiring decision.

7. **Involuntary Reassignments or Transfers:** Involuntary reassignments or transfers shall be made only when necessary to accommodate fluctuations in enrollment, program scheduling difficulties, the inability to find a qualified applicant or for the purpose of moving an employee from a position in which they are not successful to one in which they have an improved opportunity for success. In such cases, the District is given the authority to act in the best interest of the District and the employee in regards to the assignment.

a. If an employee is reassigned or transferred against his/her wishes, he/she shall give written notice to his/her immediate supervisor and the

- 918 superintendent within ten (10) business days of being notified of the
 919 transfer.
 920
 921 b. A written justification of the necessity of the reassignment or transfer to
 922 both the employee being transferred and the superintendent with ten (10)
 923 business days of employee reporting his/her unwillingness to be
 924 transferred.
 925
 926 c. Should the employee question the validity of the justification, he/she may
 927 appeal to the superintendent within ten (10) business days of receiving the
 928 written justification.
 929
 930 d. Any employee who has been involuntarily reassigned or transferred will
 931 be offered the opportunity to apply and interview the following year to
 932 return to his/her original position if such a vacancy occurs.
 933
 934 8. **Change of Assignment Assistance:** Employees who are involuntarily reassigned
 935 or transferred shall be provided training at District expense in reasonable
 936 amounts, if they are transferred to an unlike position. They shall also be given
 937 assistance by the District in moving professional materials and belongings to their
 938 new assignment location.
 939
 940 9. **Moving Assistance:** Employees who are voluntarily or involuntarily transferred
 941 from one work station to another shall not be required to move their books,
 942 supplies or equipment.

943
 944 **Section H. Privacy**
 945

- 946 1. **Personal Lives:** The private and personal behaviors and beliefs of Employees
 947 shall not be used by the District as the basis for adverse action against such
 948 Employee(s) provided that such behaviors and beliefs do not interfere with the
 949 performance of the Employee's duties, or are not contrary to the Code of
 950 Professional Conduct (WAC 180-87).
 951
 952 2. **Staff Directory:**
 953
 954 a. By October 1 of each year, the district shall make an electronic personnel
 955 directory available to all staff members and update it throughout the year.
 956 The district office will notify all employees electronically whenever
 957 updates to the directory are made. The directory will include the following
 958 information:
 959
 960 First, middle and last name
 961 Assignment
 962 School
 963 School phone

- 964 School email
- 965 * Home Address
- 966 * Home Phone
- 967 * Home email/cell phone

968
969 Teachers who wish to have their personal information, as noted by the
970 asterisks above, excluded from the directory must submit an exclusion
971 form to the district by September 15 of each year. The exclusion form will
972 be created by the district and emailed to every staff member by the first
973 required school day of each year to be downloaded and completed for
974 submission.

- 975
- 976 b. The electronic directory shall be available only to district employees.
- 977
- 978 c. Other than through the electronic district directory as described above, the
979 District shall not provide personal information including names, street or
980 email addresses nor phone numbers to any person not required by law, nor
981 to any commercial or charitable organization without specific employee
982 approval or Association agreement.

- 983
- 984 d. The District directory will begin with the following statement:
- 985
- 986 The district directory contains confidential information. It is provided to
987 district employees and school board members for doing school business.
988 The District, including any person to who this directory has been
989 distributed, will not provide personal information including names, street
990 or email addresses nor phone numbers to any person not required by law,
991 or to any commercial or charitable organization without specific employee
992 approval or Association agreement.

993
994 Should you ever be requested by a non-employee to provide such
995 information, you may take the name and contacting information of that
996 person and share it with the employee. The employee may then choose to
997 contact or not contact the requesting individual at their convenience and
998 discretion.

- 999
- 1000 3. **Information:** The District shall not provide personal information concerning
1001 employees, including names, addresses, phone numbers, etc. to any person not
1002 required by law, or to any commercial or charitable organization without specific
1003 Employee approval or Association agreement.
- 1004
- 1005 4. **Faculty Meetings:** Representatives of commercial concerns, such as insurance
1006 companies, financial counselors, fund raisers, etc. shall not be permitted to attend
1007 and address faculty meetings.
- 1008

1009 **Section I. Harassment**

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1. **Definitions:** For purposes of this Agreement the terms “harass” and “harassment” shall mean words, gestures (including offensive touching), and/or actions which threaten or demean the individual and serve no legitimate professional purpose.
2. **Procedure:** When an employee believes that he/she has been harassed (including sexual harassment) by supervisors, parents, or employees, and approaches any district official with this concern, these steps will be followed:
 - a. The employee must be given a “Right to Representation Form”(Appendix Q) and allowed the time to consider whether or not to seek the assistance of the QEA for the process. The employee will sign the district copy which will stay on file with the administrator receiving the concern. The employee will receive a copy .Should the employee request QEA assistance, the administrator will help arrange the presence of a QEA representative as soon as possible; thereafter a QEA representative will be present for any and all meetings regarding the case. Should the employee waive the right to QEA assistance, a copy of all but the employee’s signature will be forwarded within one (1) working day to the president of QEA. At any time, the employee who initially rejects QEA assistance, may request such support.
 - b. When an employee believes that he/she has been harassed, he/she must file a written complaint within twenty (20) days of the offense with the district office.(Appendix Q) Upon receipt of such complaint, the District shall be responsible to conduct a fair and objective investigation of the alleged harassment, which will include an interview with the person filing the complaint.
 - c. Should evidence of harassment be found, the District will take appropriate action.
3. **Reporting:** Within twenty (20) business days of the original notification to the District, the District will give the employee and the Association a written report of the progress of the investigation and findings to date. The employee may request a written update on the progress of the case monthly until the investigation is closed. At that time, a final investigative report will be sent to both the employee and the Association listing the findings and recommendations.

1051 **ARTICLE IV. EVALUATION AND PROBATION**

1052
1053 **Section A. Authority**

1054
1055 All employee evaluations shall be conducted in accordance with RCW 28A.405.100.
1056 RCW 28a.405.150, WAC 392.191, and this Agreement.

1057
1058 **Section B. Definitions**

- 1059
- 1060 1. The term “Observation” shall mean the actual viewing of the employee working
1061 during the course of his/her work or at a school event when working in an official
1062 capacity.
 - 1063
 - 1064 2. The term “Observation Report” shall mean a written summary of the observation,
1065 the forms for which are attached to and made a part of this Agreement as
1066 Appendices E and F. Such Observation Report(s) along with supplemental
1067 written information shall form a basis for the “Evaluation Report.”
 - 1068
 - 1069 3. The term “Evaluation” shall mean a summary of the results of observations of the
1070 employee’s work during the evaluation process.
 - 1071
 - 1072 4. The term “Evaluation Report” shall mean that document which becomes a part of
1073 the employee’s personnel file. The Employee Final Evaluation Report (Short
1074 Form) is attached to and made a part of this Agreement as Appendix G. The
1075 Employee Final Evaluation Report (Long form) is attached to and made a part of
1076 this Agreement as Appendix K. The Support Employee Final Evaluation Report
1077 (Long Form) is attached to and made a part of this Agreement as Appendix L.
1078 The Support Employee Final Evaluation Report (Short Form) is attached to and
1079 made a part of this Agreement as Appendix H.
 - 1080
 - 1081 5. The term “Evaluation Process” shall mean that process which begins with the
1082 distribution of evaluation criteria by evaluators of each employee at the beginning
1083 of each school year. The process ends with the placement of the Evaluation
1084 Report and any attachments into the employee’s personnel file.
 - 1085
 - 1086 6. The term “Evaluation Criteria” shall mean that list of criteria set forth and made a
1087 part of this Agreement for Employees as Appendix I, and for Support Employees
1088 as Appendix J.
 - 1089
 - 1090 7. The term “Evaluator” shall mean the building principal of the employee being
1091 evaluated, or the principal’s designee. In the event the employee being evaluated
1092 does not work under the direct supervision of a building principal, the
1093 Superintendent shall designate the evaluator.
 - 1094

- 1095 8. The term “Observer” shall mean that administrative employee(s) of the District
1096 charged with the responsibility to observe employees during that portion of the
1097 evaluation process.
1098
- 1099 9. The term “Support Employee” shall mean that sub-group of employees who are
1100 not classroom teachers including but not necessarily limited to Librarians,
1101 Counselors, Psychologists, Nurses, Speech Therapists, Occupational Therapists,
1102 and Physical Therapists.
1103

1104 **Section C. Purpose**

1105
1106 The purpose of evaluation shall be:
1107

- 1108 1. **To Identify:** To identify, in consultation with employees, specific areas in which
1109 the professional performance of each employee is satisfactory and specific areas
1110 in which each employee needs to improve his/her performance.
1111
- 1112 2. **To Assist:** To assist employees who have identified areas needing improvement
1113 in making those improvements.
1114
- 1115 3. **Remediation:** To identify employees whose professional performance is
1116 unsatisfactory and for whom remediation is needed.
1117

1118 **Section D. Qualifications of Evaluators**

1119
1120 All evaluators shall be trained in the evaluation system and process presented in this
1121 Agreement.
1122

1123 **Section E. Initiating the Evaluation Process**

1124
1125 In the first ten (10) days of each school year, each evaluator shall meet with each
1126 employee to review and discuss the evaluation process, options, criteria, and forms.
1127 Where appropriate, evaluators may use group meetings for this purpose. At this meeting
1128 each employee shall be informed of his/her observer, evaluator, evaluation options,
1129 probable procedure for observations and evaluations, and given a copy of the Evaluation
1130 Option Form, a copy of which is attached to and made a part of this Agreement as
1131 Appendix M. Within five (5) days following this meeting, each employee shall complete
1132 the Evaluation Option Form and return it to his/her evaluator.
1133

1134 **Section F. Provisional Employees**

- 1135
1136 1. **Definition:** The term “Provisional Employee” shall mean any employee who is
1137 in his/her first two (2) years of teaching experience new to the State of
1138 Washington regardless of experience or if employed with previous experience in
1139 state in his/her first year of employment with the District. This shall include any
1140 employee who returns to employment with the District.

- 1141
1142 2. **Frequency of Evaluation:** Provisional employees shall be evaluated no less
1143 often than two (2) times during each of their first two (2) years of employment.
1144 The first such evaluation must be completed within the first ninety (90) days of
1145 work. The second shall be completed by June 1.
1146
1147 3. **Observations:** Provisional employees shall be observed for the purpose of
1148 evaluation no less than two (2) times for each evaluation. At least one (1)
1149 observation shall be no less than thirty (30) minutes in length. Additional
1150 observations of any length may also be included.
1151

1152 **Section G. Short Form Eligible Employees**
1153

- 1154 1. **Definition:** The term “short form eligible Employee shall mean any employee
1155 who has been employed by the District for four (4) consecutive years with
1156 satisfactory evaluations, provided that any employee or the District may opt out of
1157 the short form status for one (1) full year.
1158
1159 2. **Frequency of Evaluation:** As per statute, after a staff member has four (4) years
1160 of satisfactory evaluations in the district, the administrator may use a short form
1161 of evaluation. Short form eligible employees shall be observed for the purpose of
1162 evaluation at least one (1) time per year. The evaluation shall be completed by
1163 June 1.
1164
1165 3. **Observations:** Short form eligible employees shall be observed by May 1, for
1166 the purpose of evaluation at least one (1) time for a period of no less than thirty
1167 (30) minutes.
1168
1169 4. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis
1170 for determining that an employee’s work is unsatisfactory, nor as probable cause
1171 for the non-renewal of an employee’s contract under RCW 28A.405.220. The
1172 short form evaluation may be used only in those cases where the evaluator reports
1173 “satisfactory”. If any observation during the year shows less than satisfactory
1174 ratings, the evaluation process shall automatically revert to the long form process
1175 and be used to conclude the final evaluation.
1176

1177 **Section H. Regular Employees**
1178

- 1179 1. **Definition:** The term “regular employee” shall be those employees who are not
1180 on probation and are not provisional, and who do not qualify for short form
1181 evaluation.
1182
1183 2. **Frequency of Evaluation:** Regular employees shall be evaluated at least one (1)
1184 time each year, which evaluation shall be completed June 1.
1185

- 1186 3. **Observations:** Regular employees shall be observed for purpose of evaluation no
1187 less than two (2) times for each evaluation. At least one (1) observation shall be
1188 no less than thirty (30) minutes in length. Additional observations of any length
1189 may also be included.

1190

1191 **Section I. Review**

1192

1193 In the event any employee receives an evaluation that he/she considers to be negative,
1194 that employee may request and shall be granted a meeting with the evaluator's central
1195 office supervisor. At the meeting the central office administrator shall determine if there
1196 is reasonable basis for the employee to be granted a new evaluation. Acceptable grounds
1197 for such a finding are possible bias, incomplete or inaccurate observations, professional
1198 or personal conflict between the evaluator and the employee, inconsistency between the
1199 observation reports and the evaluation conclusions, or other such causes as the
1200 administrator may conclude. In the event the central office administrator makes such a
1201 finding, the employee shall be granted a new evaluation to be conducted by a District
1202 administrator other than the employee's original evaluator. Such person shall otherwise
1203 fill the requirements for an evaluator set out above and shall be appointed by the
1204 Superintendent.

1205

1206 **Section J. General Requirements**

1207

- 1208 1. **Eavesdropping Bar.** The use of secret electronic observations, including speaker
1209 systems, is prohibited.

1210

- 1211 2. **Work Site Limit:** All observations for the purpose of evaluation must be
1212 conducted with the knowledge of the employee at the employee's work site or
1213 extended work site.

1214

- 1215 3. **Signatures:** The written observation reports(s) and the written evaluation
1216 report(s) must be signed and dated by the observer and the evaluator respectively.
1217 Such reports are also to be signed and dated by the employee provided that the
1218 employee's signature shall indicate only that he/she has received a copy of the
1219 observation and/or evaluation, not that he/she necessarily agrees with its content.

1220

- 1221 4. **Copy and Response:** A copy of each observation shall be given to the observed
1222 employee within three (3) days of the observation. A copy of each evaluation
1223 shall be given to the employee at the time of the evaluation conference, which
1224 shall be held before the last day of the school year. Employees may submit
1225 written comments concerning the report which shall be attached to the report in
1226 the employee's file.

1227

- 1228 5. **Observations:** Evaluators shall have personally conducted at least one (1) of the
1229 observations upon which each evaluation is based. At least one (1) observation
1230 shall be of no less than thirty consecutive minutes.

1231

- 1232 6. **Surprise Bar:** Any item of the Evaluation Form that is marked with an
1233 “Unsatisfactory” must have been preceded with a written statement and/or formal
1234 conference with the employee in order to provide notice of the problem, specific
1235 suggestions for improvement and reasonable time and opportunity for
1236 improvement.
1237
- 1238 7. **Restricted Use:** Use of the evaluation process to harass or intimidate an
1239 employee is strictly prohibited. Neither may the evaluation process be used for
1240 disciplining an employee.
1241

1242 **Section K. Pre-Planned Observation Form and Conference**
1243

1244 In at least one (1) of the observations, the Pre-planned Observation Form, which is
1245 attached to and made a part of this Agreement as Appendix D, shall be filled out by the
1246 employee and given to his/her observer. The purpose of the form shall be to advise the
1247 observer of the objectives, methods, materials, and any special considerations that the
1248 employee believes may be a factor in the class, physical setting, or lesson to be observed.
1249 The observer shall distribute such forms to employees between one (1) and two (2) weeks
1250 prior to the pending observation. Upon request of the employee, the observer shall meet
1251 with the employee prior to the observation in order to discuss any additional information
1252 relevant to the observation.
1253

1254 **Section L. Conferences**
1255

- 1256 1. **Observations:** Observers shall meet with employees in order to deliver copies of
1257 the Observation Reports. The report shall be discussed in detail by the observer.
1258 Employees shall have the opportunity to provide additional information to aid the
1259 observer/evaluator in completing the report, question the report and make
1260 suggestions for revision, suggestions for the next observation, or any related
1261 matter.
1262
- 1263 2. **Evaluations:** Evaluators shall meet with employees for the purpose of delivering
1264 a draft Evaluation Report. The report shall be discussed in detail by the
1265 Evaluator. Employees shall have the opportunity to provide the evaluator with
1266 additional information, to question the report and to suggest revisions. For each
1267 draft revision agreed to, the evaluator shall again meet with the employee.
1268
- 1269 3. **Time and Place:** Conferences shall be held within the time lines set out in this
1270 Agreement at times and places mutually determined by the evaluator and the
1271 employee.
1272

1273 **Section M. Use of Evaluation Results**
1274

1275 The District shall endeavor to keep evaluation results private and confidential to the
1276 extent allowed by law and in consideration of appropriate use of the evaluation materials

1277 which may include, but are not limited to, sharing them with District administrative staff,
1278 the Board and use in grievance and arbitration hearings.

1279
1280 Evaluation results shall be used

- 1281
- 1282 1. **To Acknowledge Excellence:** To acknowledge, recognize, and encourage
1283 excellence in professional performance.
- 1284
- 1285 2. **To Document Satisfactory Performance:** To document the satisfactory
1286 performance by an employee of his/her assigned duties.
- 1287
- 1288 3. **To Identify Areas Needing Improvement:** To identify discrete area(s)
1289 according to the criteria included on the evaluation instrument, in which the
1290 employee may need improvement.
- 1291
- 1292 4. **To Document Unsatisfactory Performance:** To document performance by an
1293 employee judged unsatisfactory, based on the adopted evaluation criteria.
- 1294

1295 **Section N. Probation**

- 1296
- 1297 1. **Notice:** In the event that an employee's work is judged to be unsatisfactory,
1298 based upon the evaluation criteria and procedure, the employee shall be notified
1299 in writing of the specified area(s) of deficiency along with a suggested, specific,
1300 and reasonable program of improvement, on or before February 1 of the academic
1301 year. This written notice shall advise the employee of the establishment of a
1302 probationary period beginning on February 1, and ending no later than May 1.
1303 The notice to the employee shall be signed by the Superintendent.
- 1304
- 1305 2. **Purpose:** The purpose of the probationary period is to give the employee an
1306 opportunity to demonstrate improvement(s) in his/her area(s) of deficiency.
- 1307
- 1308 3. **Regular Meetings and Assistance:** During the probationary period, the
1309 evaluator shall meet with the employee periodically to supervise and make written
1310 evaluations of the progress made by the employee. In addition, the evaluator may
1311 authorize one (1) additional non-bargaining unit District administrator to evaluate
1312 the probationer and to aid the employee in improving his/her areas(s) of
1313 deficiency.
- 1314
- 1315 An employee on probation may authorize an Association Representative to
1316 accompany him/her at all conferences required in this paragraph. The purpose of
1317 such additional employee would be to serve as a witness, to assist in
1318 communications and to offer support and counsel to the employee.
- 1319
- 1320 4. **Removal:** The employee may be removed from probation at any time he/she has
1321 demonstrated improvement to the satisfaction of the evaluator. If the evaluator is
1322 satisfied that the employee should be removed from probation, the employee shall

1323 be notified in writing no later than May 1. Removal from probation shall not be
1324 unreasonably withheld.

1325
1326 5. **Failure to Improve:** If the probationary employee has not demonstrated
1327 satisfactory improvement in the area(s) of deficiency, the employee shall be
1328 notified in writing on or before May 1 of the lack of improvement along with
1329 specific documentation. Lack of necessary improvement may constitute grounds
1330 for non-renewal pursuant to RCW 28A.405.210 or RCW 28A.405.220.

1331
1332 6. **Adverse Affects:** Probation shall not be deemed to adversely affect the
1333 contracted status of an employee within the meaning of RCW 28A.405.210 or
1334 RCW 28A.405.220.

1335
1336 7. **Provisional Employees:** The provisions of this (Probation) section do not apply
1337 to provisional employees.

1338
1339 **Section O. Professional Growth Plan (PGP)**

1340
1341 1. **Definition:** As used in this Agreement, the term “Professional Growth Plan
1342 (PGP) shall mean a voluntary plan by an employee designed to improve the
1343 employee’s professional performance according to the criteria set forth below.
1344 Employees choosing the PGP option must have completed four (4) years of
1345 satisfactory teaching.

1346
1347 2. **Purpose:** The purpose of the PGP is to assist employees in self-guided
1348 professional development toward self-selected professional development goals in
1349 order to encourage enhancements and improvements in teaching skills,
1350 techniques, and abilities. Professional growth is the desired outcome of the PGP.
1351 Collaborative interaction is encouraged. PGP’s are intended to provide
1352 employees with support for the risk-taking inherent in trying new ideas.

1353
1354 3. **Plan:** Each employee shall be encouraged to develop on his/her own a PGP
1355 according to the following guidelines. Employees intending to develop a PGP
1356 shall note such intention on the Evaluation Option Form (Appendix M).

1357
1358 a. Such plan shall be developed, maintained, and executed with
1359 administrative assistance as requested by the employee, subject to the
1360 availability of administrative assistance.

1361
1362 b. Such plans may utilize
1363 1. a peer review system to contribute to professional self-
1364 evaluation knowledge
1365 2. input by students and/or parents
1366 3. personal and/or professional goals
1367 4. building goals
1368 5. self-assessment/evaluation

- 1369 6. personal academic records
 1370 7. school district evaluations
 1371 8. school district administrator or supervisor assistance.
 1372 9. other such sources consistent with sound pedagogical and research
 1373 principles as employees may choose to utilize
 1374
 1375 c. Such plans may result in:
 1376 1. additional schooling
 1377 2. independent research
 1378 3. independent or group reading
 1379 4. peer observing/coaching
 1380 5. peer taping
 1381 6. professional leave
 1382 7. purchase of substitute time
 1383 9. specialist assistance
 1384 10. workshops or in-service
 1385 11. departmental or grade level group or individual activities
 1386 12. cross curricular programs or any other means consistent with
 1387 sound pedagogical and research principles deemed appropriate by
 1388 that employee to achieve his/her PGP goals.
 1389
 1390 d. Such plans may include teaching assessment methods including
 1391 1. Instructional Theory into Practice (ITIP)
 1392 2. Florida Performance Measurement System (FPMS)
 1393 3. University of Washington Teaching Assessment System (UWTAS)
 1394 4. Teacher Effectiveness and Student Achievement (TESA)
 1395 5. Five Keys to Growth (FKG)
 1396 6. or any other assessment consistent with sound pedagogical and
 1397 research principles deemed appropriate by that employee to
 1398 achieve his/her PGP goals.
 1399
 1400 4. **Funding:** In the event the employee or a group of employees wish to seek
 1401 District funding for his/her/their PGP, then he/she/they must first:
 1402
 1403 a. have his/her/their principal sign off on his/her/their PGP. Such signing off
 1404 shall mean only that the principal has read and had an opportunity to offer
 1405 comment upon the employee's PGGP.
 1406
 1407 b. have his/her/their building Learning Improvement Team recommend the
 1408 plan for funding to the District Learning Improvement Team (DLIT).
 1409
 1410 c. make application to the District Learning Improvement Team. Said
 1411 committee shall authorize allocation of in-service funds for approved
 1412 PGP's up to three-hundred dollars (\$300) per employee. The DLIT shall
 1413 have the option to promulgate such additional requirements for form and

1414 content of funding application as it determines consistent with sound
1415 pedagogy and research principles and reasonable accountability standards.

- 1416
- 1417 5. **Professional Growth Plan Results:** If an employee elects to share the processes
1418 and/or results of his/her PGP with his/her peers, faculty, administrator, or no one,
1419 that is the sole option of the employee, unless as a part of funding application
1420 he/she/they included a provision for publication to colleagues or District.
1421
- 1422 6. **Records and Materials:** In addition to the plan itself, materials, records, and/or
1423 portfolios developed as a result of an employee’s participation in a PGP, unless
1424 funded by the District, shall be the sole property of the employee and shall not be
1425 retained in the employee’s personnel file or used by the District in any way in its
1426 evaluation of the employee, except to note that the employee has voluntarily
1427 entered a professional growth plan.
1428
- 1429 7. **Administrative Support:** Providing support for employees engaged in the
1430 development of or execution of PGP’s shall be an expectation for supervisors.
1431

1432 **Section P: Annual Building Survey**

- 1433
- 1434 1. Annually, the District LIT and administration will work collaboratively to
1435 develop and implement a Building Climate Survey.
1436
- 1437 2. The survey will be given to building administrators and certificated staff before
1438 March 1.
1439
- 1440 3. Building staff will be given a specified time to complete the survey. The
1441 Association Representative and the Building principal or his/her designee will
1442 provide the survey, collect it in a manner that allows the participants to remain
1443 anonymous, tabulate the results and deliver them to the building LIT and the
1444 Superintendent.
1445
- 1446 4. Building LIT teams will consider the data from the surveys and prepare an oral
1447 report to be presented to the School Board in April of each year.
1448
1449

1450 **ARTICLE V. STAFF REDUCTION AND RECALL**

1451

1452 **Section A. Definitions**

- 1453
- 1454 1. The term “layoff” shall mean action by the Board reducing the number of
1455 employees due to economic reasons, or the financial inability of the District to
1456 continue its educational programs substantially at the same level for the next year.
1457 It does not refer to decisions to discharge, non-renew, or adversely affect an
1458 employee for cause.
1459

- 1460 2. The term “seniority” shall mean the employee’s length of service within
1461 Washington State, combined with up to three (3) years from other states.
1462

1463 **Section B. Board Determination of Program**
1464

1465 Prior to May 15 of each year, the Board shall determine whether the financial resources
1466 of the District shall be adequate to permit the District to maintain its educational
1467 programs and services substantially at the same level for the next school year. In the
1468 event the Board determines that financial resources shall not be sufficient to maintain the
1469 educational program at the same level, the Board shall notify the Association in writing
1470 of such determination as soon as possible thereafter, and the Superintendent shall compile
1471 a detailed report outlining the District’s financial condition to be presented to
1472 representatives of all bargaining units. The Superintendent and union representatives of
1473 all bargaining units will then meet to reach a consensus regarding the items to be
1474 recommended for elimination or reduction. If any item to be reduced or eliminated is in
1475 conflict with contractual language of any bargaining unit’s contract, implementation may
1476 not occur without a consenting vote of the membership of that bargaining unit. In the
1477 event a consensus cannot be reached on a recommendation for elimination or reduction of
1478 specific expenditures, a majority vote of those convened to create the recommendation
1479 will decide. The final decision rests with the Board of Directors.
1480

1481 Should the recommendation include a reduction in certified staff, the Board shall adopt a
1482 modified education program (MEP) and identify those employees who shall be retained
1483 to implement such an MEP, and those employees, if any, whose contracts shall not be
1484 renewed for the next school year.
1485

1486 **Section C. Criteria for Modified Educational Plan**
1487

- 1488 1. **Legal Requirements:** The needs of the students, requirements for graduation,
1489 requirements for accreditation, and minimum program requirements under state
1490 laws and regulations will be honored.
1491
- 1492 2. **Categorical Financing:** Where revenues are categorical and depend upon actual
1493 expenditure rather than budgeted amounts, the Board shall make every effort to
1494 maintain such programs to the limit of the categorical support, (e.g. vocational
1495 education, federally supported programs).
1496
- 1497 3. **Maintenance of Pupil-Teacher Ratios:** Pupil-teacher ratios will be maintained
1498 at contractual levels. The severance of employees will be minimized to the extent
1499 possible.
1500
- 1501 4. **Reduction in Expenditures:** Expenditures may be reduced where reasonable and
1502 not categorically funded in capital outlay, supplies and materials, contractual
1503 services, and travel in an effort to retain as much of the basic educational program
1504 as possible within the resources available.
1505

1506 5. **Transfer of Employees:** The District may transfer employees within the
1507 educational specialties for which they have proper certification according to the
1508 requirements of law.
1509

1510 **Section D. Selection of Employees**
1511

1512 In adopting a MEP which will require reduction, modification or elimination of positions
1513 involving employees, the employees required to implement the MEP shall be selected as
1514 provided below.
1515

1516 1. **Attrition:** In an effort to eliminate unnecessary non-renewals or involuntary
1517 terminations, every reasonable effort will be made to determine the number of
1518 certified positions which will be open as a result of (a) voluntary or mandatory
1519 retirements; (b) normal resignations; (c) other transfers: and (d) leaves of absence.
1520

1521 2. **Certification/Endorsement:** Employees retained to implement the MEP shall
1522 possess a valid Washington State certificate. An employee, to be eligible for
1523 retention by transfer, shall be qualified for the position being considered by virtue
1524 of education (college major or minor), teaching experience, or endorsement
1525 (WAC 180-85).
1526

1527 3. **Administrative Personnel:** In the implementation of the MEP, certified
1528 administrative personnel who are placed back into the bargaining unit shall be
1529 granted seniority which they earned as a non-administrative certified employee.
1530

1531 4. **Seniority:** If it is necessary to give notice of non-renewal to employees because
1532 of the reduced or modified educational program of an MEP, the District shall
1533 prepare and distribute to all employees prior to implementation thereof, a list
1534 ranking each employee from the greatest to the least seniority. The list shall also
1535 include the employee's certification (i.e. K-12 endorsements only).
1536

1537 Layoffs shall be by seniority. When more than one person qualifies for a
1538 particular position under this criteria, the employee with the greatest seniority
1539 within the District shall be retained.
1540

1541 The seniority list by experience shall be furnished to the Association by January 1
1542 of each school year. (Sample grid – Appendix T)
1543

1544 5. **Seniority Tie Breakers:** If two (2) or more employees are found to have equal
1545 seniority in 4 above, the employee possessing the greatest number of hours
1546 beyond his/her BA degree shall be retained.
1547

1548 If two (2) or more employees still have equal seniority, an employee possessing a
1549 Master's Degree shall be retained over an employee who does not.
1550

1551 If two (2) or more employees still have equal seniority, the selection shall be
1552 made by "lot".

1553
1554 6. **Re-employment Pool:** Any employee receiving a notice of non-renewal of
1555 contract pursuant to these provisions shall be placed in a re-employment pool
1556 (hereafter "pool") and shall be considered for re-employment according to the
1557 criteria set forth herein, together with other personnel in the pool. The personnel
1558 file of any person so placed shall reflect that status, and all references to non-
1559 renewal of such an employee's contract shall be removed from his/her personnel
1560 file. Pool employees shall be granted credit for any education acquired during
1561 that year.

1562
1563 The opportunity for re-employment from the pool shall continue for two (2) years
1564 following the school year during which notice of non-renewal was received,
1565 provided that such employee may withdraw from the pool by:

- 1566
- 1567 a. Waiving his/her recall rights in writing,
- 1568
- 1569 b. Resigning,
- 1570
- 1571 c. Failing to accept recall to the position that he/she held immediately prior
1572 to his/her layoff or to a position for which he/she is qualified;
- 1573
- 1574 d. Accepting employment under a regular certificated employee contract in
1575 any other school district during that year;
- 1576
- 1577 e. Failing to report to work in a position that he/she has accepted within ten
1578 (10) calendar days after receipt of the notice of recall unless such
1579 employee is sick or injured. Failure to return to work within ten (10)
1580 calendar days will be considered the resignation of said teacher. In the
1581 event the district employing an employee on a temporary basis will not
1582 release said employee within the contractual time-line established herein,
1583 the affected employee shall notify the District of his/her intent to return
1584 the following school year, remain in the pool, and shall continue to be
1585 eligible for employment as specified in this Article.
- 1586

1587 7. **First Right of Refusal:** Members of the pool shall have the first right to refusal
1588 for long term (twenty (20) days or more) substitute positions for which they are
1589 qualified before any other person is offered such a position. Members of the pool
1590 shall be given first priority for substitute positions for which they are qualified.

1591
1592 **Section E. Recall**

1593
1594 The District shall adopt a recall procedure which, when implemented, will insure that
1595 employees shall be recalled by greatest seniority, provided such employees can meet the
1596 criteria set forth in this article.

1597
1598 When a vacancy occurs for which any employee is qualified, notification from the
1599 District to such an employee shall be made by certified mail or personal contact by the
1600 Superintendent. Such employee shall have ten (10) employment days from the receipt of
1601 the letter or from the date of personal contact to accept the position.
1602

1603 Each employee in the employment pool shall keep the District advised of his/her current
1604 address in order to retain eligibility for re-employment.
1605

1606 **Section F. Insurance**
1607

1608 Employees within the pool may pay their total medical insurance premiums to the
1609 District and, in turn, the District shall forward the money to the appropriate medical
1610 payment center so that the employees and/or their dependents shall be included within the
1611 group medical insurance to the extent permitted by the insurance carrier.
1612

1613 **Section G. Affirmative Action**

1614 In areas of possible legal conflict with the District Affirmative Action Program, the
1615 affirmative action program shall take precedent over any other Agreement entered into by
1616 the Parties.
1617

1618 **Section H. Application to Law**
1619

1620 No provisions of this policy shall be construed as an abrogation of the rights and
1621 responsibilities of any employee, pursuant to RCW 28A.505.210 or RCW 28A 405.220.
1622 nor shall any provisions of this policy be construed as an abrogation of any of the
1623 District's rights and responsibilities under the cited statutes.
1624
1625

1626 **ARTICLE VI. INSTRUCTION**
1627

1628 **Section A. Academic Freedom**
1629

1630 Education may be fostered and promoted in an atmosphere in which academic freedom
1631 for employees is encouraged and promoted with due consideration to the rights of the
1632 students and community. Employees are entitled to academic freedom subject to
1633 accepted standards of professional responsibility within the framework of District
1634 policies and administrative procedures and the laws and rules of the State of Washington.
1635 These responsibilities include a commitment to democratic tradition, a concern for the
1636 rights, welfare, growth, and development of children, objective scholarship and
1637 recognition of the maturity level of students.
1638

1639 The District encourages employees to provide for the free and orderly flow and
1640 examination of ideas so that students may gain the skills to gather and arrange facts,
1641 discriminate between fact and opinion, discuss differing viewpoints, analyze problems
1642 and draw their own tentative conclusions.

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The District shall offer courses of study which shall afford learning experiences appropriate to the level of student understanding. The instructional program shall respect the right of students to face issues, to have free access to information, to study under employees in situations free from prejudice and to form, hold, and express their own opinions without personal prejudice or discrimination. Employees shall guide discussions and procedures with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of fact, the value of judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. When in doubt regarding appropriateness, the matter should be referred to the principal.

Section B. Preparation Time

1. **Elementary:** All elementary (K-6) employees shall have scheduled no less than two hundred ten (210) minutes per week for planning purposes in minimum twenty-five (25) minute blocks.
2. **Secondary:** All secondary (7-12) employees shall have scheduled no less than one (1) class period per contract day for planning purposes.
3. **Use:** The use of plan time shall be for professional purposes. Employees are expected to use good professional judgment in determining the use of such time. Supervisor intervention with such judgments shall be made in the event that plan time is not being used for legitimate professional purposes.
4. **Loss of Plan Time:** In the event that an Employee loses his/her plan time due to District requested tasks, such as covering another’s class, such Employee shall be paid a stipend equal to that Employee’s per diem rate of pay (annual salary/ 180/7.25=hourly per diem rate). This provision is not intended to prevent individual voluntary arrangements for covering classes and is not intended to apply to loss of plan time due to assemblies, or other routine schedule disruptions.

Section C. Class Size

The District shall attempt to maintain class sizes at on optimum level for learning.

1. **Class Size:** Maximum class size targets shall be as follows:

K – 1st Grade	22
2nd – 3rd Grade	25
4th – 6th Grade	29
7th and 8 th Grade	31
9 th – 12 th Grade	31

- 1688 a. Class size will be determined by the number of FTE students shown on the
 1689 official class roster.
 1690
 1691 b. Enrollment in classes requiring individual student stations for learning
 1692 such as computer lab, a science lab class, art class or a vocational shop
 1693 will not exceed the number of student work stations available.
 1694
 1695 c. Additional students beyond the limit may be assigned upon mutual
 1696 agreement of the instructor, building principal, district office
 1697 representative and a QEA representative who will consider the
 1698 effectiveness of instruction, safety, supervision, and capacity of the facility
 1699 in making the decision.
 1700
 1701 2. **Procedure:** In the event a class size target is exceeded, the following procedure
 1702 shall be initiated by the Employee:
 1703
 1704 a. The employee and/or the Association will notify the principal of an
 1705 overload, and the principal shall schedule a meeting with the teacher to
 1706 choose whether to transfer some students or pay the employee \$10 per
 1707 building instructional day (prorated to the nearest quarter hour) per student
 1708 over the maximum class size The option chosen by the teacher and
 1709 principal will be presented by the principal to the superintendent for final
 1710 approval.
 1711
 1712 b. If students are not transferred within five (5) working days of the principal
 1713 being notified of the overload, the teacher will receive \$10 per building
 1714 instructional day (prorated to the nearest quarter hour) per student to be
 1715 paid monthly until the overload is remedied, retroactive to the fifth day of
 1716 the overload.
 1717
 1718 c. The superintendent shall make a monthly report to the board identifying
 1719 all over-sized classes and the actions taken to remedy each overload.
 1720

1721 **Exceptions and Limitations:**
 1722

- 1723 a. Exception in class size limits are made for physical education in grades 5-
 1724 12 which have a limit of 35 students.
 1725
 1726 b. Should the class size for band/choir in grades 5-12 exceed the limit of 40
 1727 students the principal will meet with the teacher and an association
 1728 representative to consider one or more of the overload options.
 1729 • Provide additional compensation to the teacher in the form of a
 1730 stipend
 1731 • Provide additional prep time
 1732 • Transfer students

- 1733 • Any other creative solution agreeable to the affected teacher,
1734 principal, association representative or superintendent/designee.
1735
- 1736 The option chosen by the teacher, principal, and association representative
1737 will be presented by the principal to the superintendent for final approval.
1738
- 1739 c. This provision shall not be in effect from the time school opens until
1740 October 1 of each school year.
1741

1742 **Section D. Student Discipline**

- 1743
- 1744 1. **Expectation of Students:** In the maintenance of a sound learning environment,
1745 the District shall expect acceptable behavior on the part of all students who attend
1746 schools in the District.
1747
- 1748 2. **Fair Enforcement:** Discipline shall be enforced fairly and consistently
1749 regardless of race, creed, sex, or status. Such discipline shall be consistent with
1750 applicable federal and state laws.
1751
- 1752 3. **District Support:** The Board and Superintendent shall support and uphold
1753 employees in their efforts to maintain discipline in the District. The authority of
1754 employees to use prudent disciplinary measures for the safety and well-being of
1755 students and employees is supported by the Board.
1756
- 1757 4. **Reasonable Judgment Requirement:** In the exercise of authority by an
1758 employee to control and maintain order and discipline, the employee may use
1759 reasonable and professional judgment with federal and state laws or regulations.
1760 The District shall support employees in actions concerning student discipline in
1761 support of District policy, provided and then only if the employee is acting within
1762 the limits of that policy.
1763
- 1764 5. **Student Re-admittance:** At the option of employees and/or the Principal, after a
1765 student suspension or expulsion, and before re-admittance to class, the Principal
1766 or his designee in consultation with the employee shall specify the future behavior
1767 expectations of the student and may place a written record of these future
1768 behavior expectations in the student’s personnel file.
1769
- 1770 6. **District Commitment:** The administration and the school board will protect the
1771 staff and other students to the maximum extent allowable under State law.
1772

1773 **Section E. Student Grades**

- 1774
- 1775 1. **Student Grading Changes:** Grades awarded by employees shall not be changed
1776 without consent of the Board after hearing input of the employee issuing the
1777 grade.
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2. **Computer Records:** Employees may use computer records for student grades as long as the computer records conform with State laws and District guidelines.
3. **Grade Reports:** Teachers shall be responsible for the evaluation of each pupil’s educational growth and development and for making periodic reports to parents or guardian and to the designated school administrator. Parents will be notified at the beginning of the school year that, due to unforeseen circumstances, grades posted electronically on any day other than the end of quarterly grading periods may be incomplete and not reflective of a student’s final grade.

Section F. District Learning Improvement Teams

I. BUILDING LEARNING IMPROVEMENT TEAMS

1. **Learning Improvement Team (LIT):** shall be established and maintained at each school building in the district. The charge of each team is to develop a plan for its school by specifying the activities, necessary human and material resources and budget that will improve student learning in the school.
2. **Membership/Facilitators:** Each building will have the following numbers of people on their LIT in addition to the building principal.

QHS	5 certified staff + 1 classified staff + 2 parents/community members + 1 student
QJHS	4 certified staff + 1 classified staff + 2 parents/community members + 1 student
Monument	4 certified staff + 1 classified staff + 2 parents/community members
Pioneer	4 certified staff + 1 classified staff + 2 parents/community members
Mt. View	4 certified staff + 1 classified staff + 2 parents/community members
George	3 certified staff + 1 classified staff + 2 parents/community members

LIT members will serve staggered two-year terms, and will be elected in a manner chosen by the building staff.

The building principal and certified staff LIT member chosen each June by the LIT will serve as co-facilitators.
3. **Stipend:** Each certified and classified LIT team member will receive an annual stipend of \$300, except that each certified-facilitator will receive an annual stipend of \$400. In addition, each member shall have one-half

1826 (1/2) day at curriculum rate for a training to be determined by the District
1827 LIT Team, to include, but not to be limited to building budgets, decision
1828 making, team building, responsibilities and planning. The training shall
1829 take place prior to the start of the school year and shall be mandatory for
1830 elected certificated members of building teams.

1831
1832 4. **Decision Making:** Learning Improvement Team (LIT) decisions to be
1833 arrived at through consensus of group. If no consensus is reached, the
1834 matter will be referred to the entire faculty for a vote.

1835
1836 In the event there is a question of authority, refer to the Decision Making.
1837 Matrix (Appendix S)

1838
1839 5. **Training:** The district will provide for staff development for all certified
1840 employees of the district in August 2002 during contract hours on a non-
1841 student contact day. In each succeeding year the district will provide
1842 training for all incoming District and Building LIT team members, as per
1843 above.

1844
1845 II. DISTRICT LEADERSHIP TEAM

- 1846
1847 1. Responsibility: With a clear focus on improvement of academic
1848 achievement for all students, the parties shall establish a District
1849 Leadership Team which shall:
- 1850
1851 A. Provide leadership and support for district improvement planning
1852 and assist in development of action steps necessary to reach goals
1853 that are responsive to the district's strategic plan.
 - 1854 B. Respond to questions and concerns from building Learning
1855 Improvement Teams regarding district matters and communicate
1856 district information to the individual sites.
 - 1857 C. Provide guidance in the development and implementation of
1858 effective, district-wide systems for curriculum, instruction and
1859 assessment to improve student learning.
 - 1860 D. Develop guidelines for district and building efforts to secure grants
1861 to support improvement efforts.
 - 1862 E. Participate in development of priorities to help guide the allocation
1863 of fiscal resources.
 - 1864 F. Assist in evaluating the effectiveness of collaboration time and
1865 provide recommendations regarding the collaboration schedule.
 - 1866 G. Engage in training as needed to support effective teamwork.
 - 1867 H. Help establish a district plan for effective professional
1868 development.

1869
1870 2. Members:

1871

- 1872 A. Superintendent and/or Director of Student Achievement.
 1873 B. Special Programs Director.
 1874 C. One administrator from each building.
 1875 D. One school board member to be selected by the school board.
 1876 E. One certificated teacher selected by each building LIT. In the
 1877 interest of efficient communication, this teacher should either be an
 1878 elected member of the building LIT or regularly attend building
 1879 LIT meetings to serve as an efficient liaison between the two.
 1880 E. Four parents. Potential members to be recommended by building
 1881 LIT teams and selected by the District Leadership Team striving
 1882 for a judicious representation of the current enrollment. Should a
 1883 non-English speaker become a team member, the district will make
 1884 arrangements for an interpreter who is not already a District
 1885 Leadership Team member. The involvement of parent
 1886 representatives in team activities will be focused on those activities
 1887 where their participation will be most helpful to the team and most
 1888 meaningful and useful to the parents.
 1889 F. QEA President or QEA Board Representative
 1890 G. Three instructional classified employees. Potential members to be
 1891 recommended by building LIT teams and selected by the District
 1892 Leadership Team striving for a balance of grade levels and
 1893 programs represented.
 1894 H. The district will provide a secretary to the committee to type and
 1895 distribute minutes of each meeting and manage other paperwork
 1896 for the committee.
 1897
 1898 3. Stipend: QEA members who serve on the District Leadership Team will
 1899 receive a \$1,000 stipend per year.
 1900

1901 **Section G. Non-Teaching Duties**
 1902

1903 The Parties acknowledge that an employee’s primary responsibility is to teach and that
 1904 his/her energies should, to the greatest extent possible, be utilized to this end.

1905 Employees shall not be required to routinely perform non-professional duties.

- 1906 1. Non-professional Duties: Non-professional duties shall include food
 1907 serving, milk distribution and supervision of cafeterias, sidewalks, bus
 1908 loading or unloading, playgrounds and custodial functions.
 1909
 1910 2. Collecting money: employees shall not be required to collect money from
 1911 student for any purpose whatsoever except for the first ten (10) days of the
 1912 school year when staff in elementary buildings will assist students with
 1913 establishing a lunch money routine as long as teachers are not required to
 1914 make change.
 1915

1916 **Section H. Adequate Materials**
 1917

1918 Any curriculum materials required by the district to be used in the classroom must be
1919 purchased by the district and are not the responsibility of the employee to create or copy.
1920

1921 All “double-dose” remediation classes shall have appropriate, research-based,
1922 intervention materials available to be used.

1923

1924 **Section I. National Board Certification**

1925

1926 The District and Association are in support of the National Board certification process subject to
1927 continuation of the National program.
1928

1929

1930 1. Release Time. Three (3) total days of release time per candidate up to a maximum of 36
1931 district-wide (allocation determined by QEA) shall be provided to work on the
1932 requirements for certification. Days will be scheduled upon request of the teacher to their
1933 building administrator.

1934

1935 2. Equipment Access. The District will provide one (1) set of equipment per building with
1936 candidates which will include a digital video camera, professional grade tripod, PZM
1937 microphone, and 25 foot extension cord. The equipment will be available to all teachers
1938 with NB candidates having priority for usage. Candidates can also make copies on
1939 District equipment.

1940

1941 3. Clock Hours. If the district can arrange clock hours with no cost to the district they will
1942 do so. Clock hours will be provided by the district at no charge to the candidate up to a
1943 maximum of sixty (60) hours. Active participation in the District facilitation group is
1944 mandatory in order to receive clock hours.

1945

1946 4. District Facilitation. The District will provide the facilitator(s) for the District facilitation
1947 group and will pay a stipend to the facilitator(s) in the amount of five hundred dollars
1948 (\$500) per candidate to a maximum of twelve (12) candidates. One half (½) of the
1949 facilitation fee is to be paid on the February check reflecting work done based upon the
1950 number of active participants from August through January. The remaining amount will
1951 be paid on the July check reflecting work done based upon student completion of the
1952 program.

1953

1954 5. Retake Candidates: Candidates in the process of retaking portions of the National
1955 Board Certification will receive one (1) release day for the assessment.

1956

1957 **Section J. Tuition Reimbursement**

1958

1959 The district will provide support for tuition reimbursement as follows:

1960

1961 1. Tuition reimbursement shall be based on actual cost to a maximum of \$500 per
1962 FTE per contract year. A contract year is September 1 through August 31.
1963 Transcripts must be received by the District Office prior to September 30 of the
1964 following school year. The reimbursement pool shall be funded to a maximum of
1965 \$25,000 per year. Part time employees are eligible for tuition reimbursement pro-
1966 rated to their FTE.

1967 2. Requests for reimbursement shall be submitted on the district reimbursement form
1968 accompanied by a transcript or certificate of clock hour completion and proof of
1969 payment for the classes. Classes must be completed prior to reimbursement.
1970 Tuition reimbursement will be for those courses recognized and funded by LEAP
1971 criteria (WAC 392-121) and National Board Certification.
1972

1973 3. Teachers may be reimbursed at the above rate for self-initiated district-approved
1974 staff development activities that align with District goals, including National
1975 Board Certification and Pro-teach Certification. Tuition reimbursement is not
1976 available for substitutes or for coaching/extra-curricular workshops.
1977

1978
1979

ARTICLE VII. LEAVES

1980

Section A. Sick Leave

1981

1982 1. **Accumulation:** At the beginning of each school year and upon each employee
1983 being available for work, each full-time employee shall be credited with twelve
1984 (12) days of sick leave with full pay. Each employee's portion of unused sick
1985 leave shall accumulate from year to year up to a maximum of one-hundred-eighty
1986 (180) days or as permitted by law. Less than full-time employees shall receive
1987 prorated sick leave.
1988

1989

1990 2. **Use:**

1991

1992 a. **Personal Illness, Injury, or Disability:** The District shall grant Personal
1993 Illness, Injury, or Disability (hereinafter, "sick") leave to an employee
1994 when the employee is unable to perform duties because of personal illness,
1995 injury, or disability.
1996

1997

1998 b. **Maternity:** The District shall grant sick leave for pregnancy, childbirth
1999 and related temporary disability to employees, to the extent the
2000 employee's physician certifies the employee's temporary disability.
2001

2002

2003 Employees requesting maternity leave shall notify the District as early as
2004 possible prior to the beginning of the leave and shall indicate the expected
2005 date of return at the time the leave is requested. Employees shall advise
2006 the District of the exact date of return as soon as that date is known to the
2007 employee.

2008

2009 c. **Family Illness:** The District shall grant sick leave to employees in the
2010 event of illness within the immediate family of the employee. For
2011 purposes of this provision, the term "*immediate family*" shall mean
2012 spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt
or uncle, or those of the employee's spouse, marriage partners of the

2013 employee's children, parents, siblings, grandchildren or grandparents, any
2014 person living in the same household as the employee, or any dependent of
2015 the employee.

2016
2017 d. **Adoption:** In the event of adoption, use of sick leave may include time
2018 for court legal procedures, home study and evaluation, required home
2019 visitations by the adoption agent not possible to schedule outside of the
2020 regular working hours, and such additional activity as is required to make
2021 the immediate inclusion of the adopted child into the employee's
2022 household.

2023
2024 e. **Emergency:** The District shall grant sick leave to employees in the event
2025 the employee has an emergency, defined as, a problem that has been
2026 suddenly precipitated or is unplanned; or where pre-planning could not
2027 relieve the necessity for the employee's absence.

2028
2029
2030 3. **Paternity:** In the event of a birth of a child of the employee's spouse, Sick Leave
2031 shall be allowed to a maximum of three (3) days, or as is otherwise provided in
2032 "c" above, whichever is greater.

2033
2034
2035 4. **Sick Leave Exhaustion:** An employee who is unable to perform the duties
2036 because of personal illness or other disability shall, upon request, be granted
2037 Leave of Absence without pay at the exhaustion of Sick Leave. Leaves for these
2038 conditions must be renewed annually and are at the discretion of the Board at the
2039 conclusion of the initial grant of the Leave of Absence. Application for Leave of
2040 Absence, or renewal of such Leave of Absence shall be made in writing to the
2041 Superintendent.

2042
2043 An employee who has been granted emergency leave not in excess of sixty (60)
2044 calendar days, may return to service during the period of the leave after giving ten
2045 (10) days written notice to the Superintendent and with written permission of
2046 his/her personal physician. Upon return, the employee shall be given conditions
2047 of employment equal to his/her former position.

2048
2049 5. **Donated Sick Leave:** The District shall permit employees to donate sick leave
2050 when the provisions as stated in the following WACs have been met.

2051
2052 WAC 392-126-004 Authority
2053 WAC 392-126-006 Purpose
2054 WAC 392-126-065 Definition: Extraordinary or Severe
2055 WAC 392-126-085 Donation of Sick Leave
2056 WAC 392-126-095 Documentation Required
2057

2058 **Section B. Conversion of Accumulated Sick Leave**

2059

2060 1. **Annual:** Each January, after the effective date of this Agreement, each eligible
2061 employee of the District may elect to convert excess sick leave to monetary
2062 compensation.

2063

2064 a. In order to be eligible to convert excess sick leave days to monetary
2065 compensation, an employee:

2066

2067 1. Shall have accumulated in excess of sixty (60) full days of unused
2068 sick leave at a rate of accumulation no greater than one (1) full day
2069 per month as of the end of the previous calendar year, and

2070

2071 2. Shall provide written notice to his/her employee during the month
2072 of January of his/her intent to convert excess sick leave days to
2073 monetary compensation.

2074

2075 b. The number of sick leave days, which an eligible employee may convert,
2076 shall be determined by taking the number of sick leave days in excess of
2077 sixty (60) full days that were accumulated by the employee during the
2078 previous calendar year. The remainder, if any, shall constitute the number
2079 of sick leave days, which may be converted to monetary compensation.

2080

2081 c. Sick leave days that are eligible for conversion shall be converted to
2082 monetary compensation at the rate of twenty-five (25%) percent of the
2083 employee's current, full-time daily rate of compensation for each full day
2084 of eligible sick leave. Partial days of eligible sick leave shall be converted
2085 on a pro-rata basis.

2086

2087 d. All sick leave days converted pursuant to this section shall be deducted
2088 from an employee's accumulated sick leave balance.

2089

2090 e. Compensation received pursuant to the above shall not be included for the
2091 purpose of computing a retirement allowance under the Washington State
2092 Teacher's Retirement System.

2093

2094 2. **Retirement:** Each employee who subsequently terminates employment due to
2095 either retirement or death may personally, or through his/her estate in the event of
2096 death, elect to convert all eligible, accumulated, unused sick leave days to
2097 monetary compensation.

2098

2099 a. For the purpose of calculation of conversion of excess sick leave days,
2100 retirement shall be defined as when as employee is eligible to receive
2101 benefits under the Washington State Teacher's Retirement System.

2102

- 2103 b. All unused sick leave days that have been accumulated by an eligible
2104 employee at a rate of accumulation no greater than one (1) full day per
2105 month of employment, less sick leave days previously converted, and
2106 those credited as service rendered for retirement purposes, may be
2107 converted, and those credited as service rendered for retirement purposes,
2108 may be converted to monetary compensation upon the employee's
2109 termination of employment due to retirement or death.
2110
2111 c. Sick leave days that are eligible for conversion shall be converted to
2112 monetary compensation at the rate of twenty-five (25%) percent of an
2113 employee's full-time daily rate of compensation at the time of termination
2114 of employment for each full day of eligible sick leave, to a maximum of
2115 one-hundred-eighty (180) days. Partial days of eligible sick leave shall be
2116 converted on a prorated basis.
2117
2118 d. All sick leave days converted pursuant to this section shall be deducted
2119 from an employee's accumulated sick leave balance.
2120

2121 **Section C. Bereavement Leave**

2122
2123 The District shall grant employees up to five (5) days with pay per occurrence for death
2124 in the immediate family of the employee, as defined below. Additional bereavement may
2125 be granted by the Superintendent from an Employee's sick leave.
2126

2127 The term "*immediate family*" shall mean spouse, parent, child, sibling, grandchild,
2128 grandparent, niece, nephew, aunt, uncle, or those of the employee's spouse, marriage
2129 partners of the employee's children, parents, siblings, grandchildren or grandparents, any
2130 person living in the same household as the employee or any person who is a dependent of
2131 the employee.
2132

2133 **Section D. Personal Leave**

2134
2135 Each Employee shall be entitled to three (3) paid personal leave day(s) per year. Any
2136 unused days shall either roll to the next school year or be cashed out as per this provision.
2137 At no time will an employee's accrued but unused personal leave balance equal more
2138 than six (6) days. An employee may use up to five (5) days at any one time. Personal
2139 Leave is neither Sick Leave nor Bereavement Leave. The employee shall give
2140 notification to the Principal at least two (2) days in advance, except in cases of
2141 emergencies. Not more than two (2) employees in any one (1) building or teaching unit
2142 shall be authorized such leave at the same time without approval of the Superintendent.
2143 Employee's right to use the day and/or days immediately preceding any holiday period or
2144 the first workday immediately following any holiday period shall require notifying the
2145 principal of the specific reason for the request. If no personal leave is taken through the
2146 contract year, the employee may elect to be paid the going District Certified Substitute
2147 rate. No more than three (3) days may be cashed out in any one year. The District must

2148 be notified of the employee intent to cash-out by June 30 or days will automatically roll
2149 to the next school year. Pay will be reflected in the July paycheck.

2150

2151 **Section E. Association Leave**

2152

2153 1. **General Membership:** Up to ten (10) days of paid leave shall be available each
2154 school year to conduct association business.

2155

2156 a. Those eligible for such leave are to be selected by the Association and are
2157 not to exceed three (3) in number at one time without District approval.

2158

2159 b. The Association shall reimburse the District for full costs of substitutes
2160 when substitutes are used to cover the assignments of those on such leave.

2161

2162 2. **The President:** The Association president will be granted .5 release time for
2163 association business, providing QEA receives adequate funding. QEA will notify
2164 the district by August 15 of their intention. Should QEA not exercise the .5
2165 release time option for the president, the president can access twenty-five (25)
2166 days of release time as needed for association business to be reimbursed monthly
2167 by QEA at per diem.

2168

2169 **Section F. Court Appearance Leave**

2170

2171 1. **Jury Duty:** Employees who are called to serve on a jury.

2172

2173 2. **Subpoenas:** Employees who are subpoenaed to testify in court

2174

2175 3. **Payment:** Any compensation received by a staff member for jury duty performed
2176 on a contract day is to be reimbursed to the district. Any expense reimbursement
2177 received by a staff member for jury duty performed on a contract day shall be
2178 retained by the staff member. The district may grant a maximum of two (2) days
2179 leave (witness fees to be reimbursed to the district) to staff subpoenaed as
2180 witnesses in court or other legal proceedings.

2181

2182 **Section G. Military Leave**

2183

2184 Employees shall be granted Military Leaves of Absences when required by law. While
2185 on leave, such employee shall retain all benefits as though employment had been
2186 continuous in the District. Upon return from leave, the employee shall be placed in the
2187 position last held or a similar position in the District.

2188

2189 **Section H. Attendance at Meetings and Conferences**

2190

2191 Upon written request to the Superintendent and with his/her principal's recommendation,
2192 the District may grant leave of absence without deduction of pay and with reimbursement
2193 of certain expenses to attend professional meetings or visits to other schools. When

2194 necessary, the District shall provide substitute teachers to perform the duties of
2195 employees who have been granted leave to attend non-association professional meetings.

2196
2197 **Section I. Long Term Leave**
2198

2199 The District may grant any employee an unpaid long term leave of absence for up to one
2200 (1) year for study, child rearing, travel, medical or other mutually agreed to reason(s).
2201 Employees granted such a leave shall be permitted to stay in the District insurance
2202 programs at their own expense (carriers permitting), shall not gain or lose seniority or
2203 other benefits, but shall not be granted advancement credit on the salary schedule for the
2204 period of the leave. Upon return from such leave, the employee shall be entitled to the
2205 same position substantially equivalent to the position held prior to the leave. Once
2206 granted, such leave may be renewed annually upon request of the employee, with the
2207 agreement of the District.

2208
2209 Employees who take “exchange teacher” positions shall return from such exchange to the
2210 next higher step on the Salary Schedule, provided that the exchange experience met
2211 LEAP criteria.

2212
2213 Any employee on long term leave shall notify the Superintendent prior to March 15, of
2214 their intention to return or not to return. Non-notification shall indicate non-intention to
2215 return.

2216
2217 **Section J. Leave Verification**
2218

2219 Use of leave days by Employees is solely for the purposes set out. Nothing contained in
2220 this (Leave) article shall be construed to prevent the District from seeking appropriate
2221 verification of leave use for the purpose of reasonable fiscal control and in reaction to
2222 suspected abuse, provided that no Employee shall be harassed for routine absences. In
2223 the event an Employee creates a pattern of absence that would lead a reasonable person to
2224 believe that abuse is suspected or is a likelihood, the administration may require
2225 verification of absences to take place, along with appropriate disciplinary follow-through
2226 in the event abuse is revealed.

2227
2228 **Section K. Service Incentive Leave and Stipend**
2229

2230 Certified staff who have completed 9 years or more of certificated service to
2231 Quincy School District effective August 31st of the previous school year will
2232 receive the following:

2233
2234 10-19 years 1 day of incentive leave
2235 20-24 years 1 day of incentive leave plus \$200
2236 25-29 years 1 day of incentive leave plus \$300
2237 30+ years 1 day of Incentive leave plus \$400

2238

2239 Incentive leave must be taken prior to April 30 of each school year. Staff
2240 choosing not to use their incentive day will be compensated at the current
2241 substitute rate in June of each year. Incentive days may not be accumulated from
2242 year to year. Leave is to be taken according to mutual agreement between the
2243 employee and the immediate supervisor.
2244
2245
2246
2247

2248 **ARTICLE VIII. FISCAL MATTERS**

2249 **Section A. Salary**

- 2250
2251
- 2252 1. **Schedule:** Salaries shall be set out in the schedule, which is attached to and made
2253 a part of this Agreement as Appendix A.
2254
 - 2255 2. **Initial Placement:**
2256
 - 2257 a. **Certificate:** All employees must possess a valid Washington State
2258 teaching certificate and endorsement(s).
2259
 - 2260 b. **Experience Credits:** Full credit shall be granted for all previous public
2261 school teaching experience within the State of Washington. In addition,
2262 beginning with the ratification of this Agreement, the State LEAP criteria
2263 shall serve as determiner for acceptance of other experience toward
2264 placement on the salary schedule for all experience brought to the District.
2265 If such experience is paid by LEAP to the District it shall be accepted and
2266 paid locally. If such experience is not paid by LEAP it shall not be
2267 accepted or paid locally. It is the sole responsibility of the Employee to
2268 provide verification of experience.
2269
 - 2270 3. **Increments:** Increment steps for experience shall be granted on September 1 of
2271 each school year. Advanced education credits earned and recorded on transcripts,
2272 prior to September 30 of any school year shall be included in computing the
2273 annual salary for that school year. Employees shall submit official transcripts to
2274 the District Office to receive increment credit and advancement when in
2275 compliance with LEAP regulations. No adjustments to salary for transcript
2276 purposes will be made after the November payroll.
2277
 - 2278 4. **Payments:** The regular monthly pay date beginning at the end of September each
2279 year during the school term shall be on the last day of the calendar month. If that
2280 day falls on a Saturday or Sunday, the pay date shall be the Friday prior to the last
2281 day of the month.
2282
 - 2283 5. **Compliance:** The maximum allowable and funded by the State shall
2284 automatically be applied to the salary schedule. As early in the school year as is

2285 practicable, the District shall share compliance information with the Association.
2286 Salaries shall be adjusted at that time (upward or downward) to assure that the
2287 maximum legally allowable is paid in salary.
2288

- 2289 6. **University Credits:** The State LEAP criteria shall serve as determine for
2290 acceptance of credits toward advancement on the salary schedule for all credits.
2291 If such credits are paid by LEAP to the District they shall be accepted and paid
2292 locally. If such credits are not paid by LEAP they shall not be accepted or paid
2293 locally. When there is a doubt that credits apply to the LEAP schedule, it is the
2294 responsibility of the Employee to work with the District collaboratively to prove
2295 that the credits meet LEAP criteria.
2296
- 2297 7. **Part-Time Employee:** The State LEAP rules shall determine how much
2298 experience employees shall be granted for part-time or part-year work experience.
2299 Employees shall not be deprived of other experience already recognized unless
2300 such does not comply with LEAP regulators.
2301
- 2302 8. **Errors in Computation:** Errors in computation related to salary; and/or fringe
2303 benefits shall be brought to the attention of the employee or employer as soon as
2304 discovered. In the event the District has made an over or under payment, the
2305 District and the employee shall work out a mutually agreeable plan for pay back.
2306
- 2307 9. **District Forms:**
2308
- 2309 a. The District will make available absence forms to all buildings.
 - 2310 b. In the event of a fiscal error that results in a paycheck shortage, the
2311 District will rectify it as soon as possible.
2312
- 2313 10. **Retirement Notification:** The District will provide a stipend of four-hundred
2314 dollars (\$400.00) to certified employees who notify the district by February 1
2315 of their plans to retire at the end of the school year.
2316

2317 **Section B. Work Day**

2318

- 2319 1. **Length:** The District shall assign appropriate starting and dismissal times,
2320 providing the total employee workday; shall be seven (7) hours and forty-five (45)
2321 minutes, including a continuous thirty (30) minute duty-free lunch period.
2322
- 2323 2. **30/30 Rule:** Employees are required to be at their respective schools for the
2324 benefit of pupils and patrons for a minimum of sixty (60) minutes outside the
2325 student day. The building LIT and principal will recommend to the
2326 Superintendent annually for approval a schedule defining the minutes prior to and
2327 after school. Beginning of school shall be defined as when formal instruction of
2328 students begins. Ending of school shall be defined as when formal instruction of
2329 students has ended for the day.
2330

- 2331 3. **Meetings:** Each building principal shall schedule no more four (4) hours of
2332 meetings per month per teacher (not to include scheduled collaboration time or
2333 stipend-compensated meetings).
2334
2335 If an emergency (an unexpected and dangerous situation requiring immediate
2336 action) or other need for immediate communication arises, a special staff meeting
2337 of limited duration and purpose may be called by the building administration.
2338
2339 The limitations in this section do not apply to IEP meetings or other similar
2340 meetings required by state or federal law.
2341

2342 **Section C. School Closures and Delayed Openings**
2343

2344 In the event the District closes school due to inclement weather or other unusual
2345 circumstances, the Superintendent shall notify radio and television stations in the area by
2346 6:30 AM. When schools are closed to students (including delayed openings and early
2347 closures) due to such conditions, such closure shall apply equally to Employees. When
2348 schools are closed early for such reasons, employees are required to remain thirty (30)
2349 minutes after student dismissal. Employees shall suffer no loss of pay, benefits, or
2350 contractual or statutory advantages as a result of such closures.
2351

2352 **Section D. Certificated Transportation and Expenses Reimbursement**
2353 .

2354 Prior approval is necessary to receive transportation reimbursement for the use of a
2355 personal car. The District will provide reimbursement as per the following procedure.
2356

- 2357 1. Employee must submit a request for a District Car.
2358
- 2359 2. Employee will use District car, if one is available.
2360
- 2361 3. If no District car is available then the reimbursement rate established by the
2362 state will be used to reimburse the employee.
2363
- 2364 4. When more than one employee travels to the same location, only one car or
2365 reimbursement will be allowed unless prior approved by the principal.
2366
- 2367 5. If the District car is available and the employee wants to use his/her personal
2368 car, a reasonable gas reimbursement will be allowed.
2369
- 2370 6. Advance Travel for mileage and/or hotel and/or meal expenses may be done prior
2371 to the sanctioned event, providing the request is made five (5) days in advance of
2372 the travel date. Final forms must be submitted to the district office within five (5)
2373 days of returning from the trip.
2374
- 2375 7. Meals shall be reimbursed at the OSPI per county rate effective October 1 of each
2376 school year. Refer to the following link: www.ofm.wa.gov/resources/travel.asp.

2377 Documentation of travel related expenses (including meal expenses beyond
2378 established 'per diem' amounts for such) shall be as required under Board Policy
2379 6213 and its related Administrative Procedures and shall comply with both state
2380 and federal audit requirements.

2381
2382 **Section E. Employee Work Year**

2383
2384 1. **Salary Allocation Model:** The District shall use the State Salary Allocation
2385 Model (SAM) and the rules governing placement on the SAM in determining the
2386 salary placement of employees.

2387
2388 2. **School Year Length:** The length of the employee contract shall be one-hundred-
2389 eighty (180) days. (180 student days) plus the number of learning improvement
2390 days as provided by the state

2391
2392 a. Per Diem shall be computed on 1/180th or as defined by the State of
2393 each employees SAM placement.

2394
2395 b. In the event the State does not fund the Learning Improvement Days,
2396 the contract work year and per diem will revert back to one-hundred-
2397 eighty (180) days.

2398
2399 3. **Per Diem Work Days:** The district shall provide three (3) additional days of
2400 work for per diem pay. Two (2) days (before school, fall conferences and open
2401 house) are required and will appear on the calendar. Absence forms must be
2402 filled out if these days are missed and the appropriate leave assigned to these
2403 absences. A third day, the Professional Development Day, shall be provided and
2404 may be taken in increments of less than one day. The District Leadership Team
2405 will approve activities proposed by employee groups for the use of the
2406 Professional Development Day.

2407

2408 Pre-days before school opens in the fall:	1 day
2409 Fall parent conferences (2 hours evening):	1/2 day
2410 Open House (2 hours evening):	1/2 day
2411 Professional Development day	1 day

2412

2413
2414 4. **Professional Responsibility Stipend:** Pay for additional responsibilities or
2415 activities beyond the base contract and normal workday shall be granted.

2416
2417 a. This may include, but is not limited to, in-service training, individual
2418 planning and preparation for instruction, classroom preparation, reports,
2419 grading, conferences, student assessment, professional development and
2420 end-of-the-year check-out activities.

2421 b. Professional Responsibility Stipend shall be Appendix A-1. (effective
2422 September 1, 2011)

- 2423
- 2424 5. **Record-keeping Per Diem:** The district will provide two (2) additional days of
- 2425 per diem pay to teachers for record keeping duties. A non-student day will be
- 2426 scheduled on either the first or last school day of a week at the end of the first
- 2427 semester. The records day at the end of the second semester will follow the last
- 2428 day of school. Records will not be required until 8:00 a.m. the day following each
- 2429 records day. This work may or may not be done on the school premises and may
- 2430 or may not be done on the scheduled day. Absence forms must be filled out if
- 2431 these days are missed and the appropriate leave assigned to these absences.
- 2432
- 2433 6. **District Funded LID:** Two (2) additional per diem days will be provided by the
- 2434 district to be used as LID days for district, building or other collaborative
- 2435 professional development activities that support the district improvement plan
- 2436 until such time as the state funds at least a 182 day work year. The focus and plan
- 2437 for use of these days will be determined first by the DLT, next by Building LIT
- 2438 and then by individual staff member teams (with approval from the DLT).
- 2439 Absence forms for district- or building-level activities must be filled out if these
- 2440 days are missed and the appropriate leave assigned to these absences.
- 2441
- 2442 7. **Per Diem Payment:** The days referred to in E.3., E.4., E.5. will be paid in twelve
- 2443 (12) equal installments over the contract year on a supplemental contract
- 2444 calculated as a factor multiplied by the employee's step on the SAM to begin in
- 2445 2004-05.
- 2446
- 2447 8. **In-Service Per Diem Days:** The District may require an additional one-half (1/2)
- 2448 day or one (1) additional day at per diem in order to provide in-service for
- 2449 employees. Such day(s) shall be scheduled sufficiently in advance for employees
- 2450 to arrange calendars.
- 2451
- 2452 9. **Parent Conferences:** Adequate time shall be made available by each employee
- 2453 for necessary and customary conferences with parents of students who are under
- 2454 the employee's supervision. Scheduling of conferences shall be the decision of
- 2455 the building principal after consultation with a building staff.
- 2456 Fall Conferences 2 Evenings 1/2 day per diem & Friday early release
- 2457 Spring Conferences 1 Evening Friday early release
- 2458
- 2459 10 **Recording Student Grades:** A total of four (4) collaboration Mondays will be set
- 2460 aside in the district collaboration schedule for recording student grades and
- 2461 preparing for student led conferences in fall and spring

2462

2463 **Section F. Insurance**

2464

- 2465 1. **Contribution:** The District shall pay the premiums of the employee only for the
- 2466 District vision and dental coverage and for the employee's choice of WEA Select
- 2467 Health Plan medical coverage and Health Care Authority remittance (HCA).
- 2468

2469 Monthly Calculation formula for the employee only (per FTE):
 2470 State allocation (State of Washington) = SA
 2471 Dental = D
 2472 Vision = V
 2473 Health Care Authority remittance =HCA
 2474 Cost for PPO 1 medical = Med
 2475 D +V + HCA + Med – SA = DC
 2476 D +V + HCA + Med + DC = TOTAL Insurance Contribution
 2477 The employee may extend coverage to his/her family at their own expense.

2478
 2479 Should the employee select one of the lesser expensive medical plans, the
 2480 difference between the cost of PPO1 and the chosen plan may be applied to their
 2481 family medical coverage.
 2482

2483 If the increase in the district’s responsibility for this contractual item increases
 2484 over the previous year by more than 10%, the difference will be negotiated.
 2485

2486 The increase shall be calculated per FTE as follows: Add the premiums for dental,
 2487 vision, and PPO1 (or the premium plan being offered through WEA) and Health
 2488 Care Authority remittance (HCA). Subtract the amount for insurance the state
 2489 sends to the district. Find the percent of increase for this amount over the last
 2490 year’s rate carried out to three digits beyond the percentage decimal and rounded
 2491 back to two digits.
 2492

- 2493 2. **Part-Time Employees:** Employees who participate in the district insurance pool
 2494 shall receive a prorata share, based on their percentage of FTE, of the maximum
 2495 contribution.
 2496
- 2497 3. **Pooling:** The intention of the Parties is to provide the maximum insurance
 2498 contribution allowable by law to the employee pool. To gain maximum
 2499 utilization of the total allowable State insurance contribution provided by law for
 2500 employees, the District shall contribute the maximum allowable to an insurance
 2501 pool to be distributed among employees who do not generate sufficient moneys to
 2502 cover the full cost of medical coverage.
 2503
- 2504 4. **Review:** The Parties shall jointly review coverages and carriers at least annually.
 2505 No change in carrier or coverage shall be made without mutual determination of
 2506 the Parties.
 2507
- 2508 5. **VEBA III:** In the January pay packet, the District will notify all employees who
 2509 qualify for inclusion in a VEBA plan. The District will also notify the
 2510 Association. Notification will include a list of employees who qualify and an
 2511 agreement-to-participate form, with a one- week deadline for submitting the form
 2512 to the District Office. If all who are eligible agree to participate, then the District
 2513 Office will enroll the qualified employees in VEBA III and make arrangements as
 2514 necessary for the transfer of sick leave to VEBA III accounts. In the event that all
 2515 qualified do not submit their forms to the District Office by the deadline, or that

2516 there is not unanimous agreement to participate, the Association President will be
2517 notified within two (2) days. The Association will prompt employees to return
2518 their paperwork and/or arrange a meeting to gain consensus among the group of
2519 eligible employees. When consensus has been achieved, the Association will
2520 notify the district to proceed with enrollment.
2521

2522

2523 **Section G. Release From Contract**

2524

2525 An employee shall be released from the obligations of his/her individual contract on
2526 request under the following conditions:

2527

2528 1. **Notice:** A letter of resignation must be submitted to the Superintendent's office.
2529

2530

2531 2. **Prior to June 1:** If the letter of resignation is submitted prior to June 1, the
2532 employee shall be released from his/her contract as of the end of the school year
2533 without further qualification.

2534

2535 3. **After June 1:** If the letter of resignation is submitted June 1, or after, a release
2536 from contract shall be granted, provided that a satisfactory replacement can be
2537 obtained.

2538

2539 4. **Emergencies:** A release from contract may be granted in cases of illness or other
2540 personal matters which make it impossible for the employee to continue
2541 employment in the District.

2542

2543 **Section H. Extracurricular Employment**

2544

2545 The following provisions shall only apply to those extracurricular supplemental
2546 employment contracts contained herein as Appendix B.

2547

2548 1. **Stipend:** Employees who are offered extracurricular employment shall be paid
2549 stipends as set out in the Extracurricular Stipend Schedule.

2550

2551 2. **Contract and Job Description:** The District shall issue an extracurricular
2552 Supplemental Contract for each such job offered and accepted, and shall attach a
2553 detailed Job Description with each such Supplemental Contract.

2554

2555 3. **Removal of Contract Offer:** In the event the District determines not to re-offer
2556 an extracurricular supplemental contract to an Employee, it shall advise the
2557 employee in writing, with reasons, prior to the last contract day of the school year.

2558

2559 4. **Not a Condition of Employment:** Neither a determination by the District to
2560 offer, or not to offer an extracurricular supplemental contract employment to an
Employee, nor an agreement by an Employee to accept, or not accept an

2561 extracurricular supplemental contract employment shall be made a condition of
2562 continuous or future employment with the District.

2563

2564 **Section I. School Calendar**

2565

2566 The Board shall establish the school calendar annually after considering input from the
2567 Association (and others), which calendar shall conform to the following principles:

2568

- 2569 1. The employee work year shall begin no earlier than the Monday before Labor
2570 Day.
- 2571 2. Winter break shall include as a minimum December 23 through January 1.
2572
- 2573 3. Spring break shall be the first full week of April (when compatible with other
2574 North Central Washington Schools).
2575
- 2576 4. There shall be early release for employees on the days before Thanksgiving
2577 holiday and winter break if the last day of school is Dec. 21 or later. If the day
2578 before winter break is a full day, the day before Memorial Day weekend will be
2579 an early release.
2580

2581

2582

2583 **ARTICLE IX. GRIEVANCE PROCEDURE**

2584

2585 **Section A. Purpose**

2586

2587 The purpose of this procedure is to provide for the orderly and expeditious adjustment of
2588 grievances at the lowest possible level.

2589

2590 **Section B. Definitions**

2591

- 2592 1. The term “*Grievance*” shall mean claim based upon an event or conditions which
2593 affect the conditions or circumstances under which an individual works, allegedly
2594 caused by misinterpretation or inequitable application of the terms of this
2595 Agreement.
2596
- 2597 2. The term “*Grievant*” shall mean an employee or group of employees, or the
2598 Association having a grievance.
2599

2600

2601 **Section C. Time Limits**

2602

2603 If the grievant fails to file or appeal according to the timelines set out below, the
2604 grievance may not be pursued further and shall be resolved according to the last formal
2605 response. In the event the District or its agents fail to meet a timeline, the grievant may
2606 proceed to the next step of the procedure. The time limits shall be strictly observed, but
may be extended by mutual agreement of the Participants.

2607

2608 The adjustment of grievances shall be accomplished as rapidly as possible. To that end,
2609 the timeline shall be considered a maximum and every effort shall be made to expedite
2610 the process.

2611

2612 **Section D. Rights to Representation**

2613

2614 A grievant shall have the right to be accompanied by an AR at all steps of the grievance
2615 procedure. In the event a grievant elects to file and proceed without an AR, he/she may
2616 do so through the first two (2) steps of the procedure only, provided that the Association
2617 is present at every meeting or conference above the informal step, in order to protect its
2618 contact rights, and further provided that copies of the grievance, appeals, and responses
2619 are given to the President in a timely fashion. No grievance may be processed with a
2620 grievant having representation other than him/her self or the Association.

2621

2622 **Section E. Individual Rights**

2623

2624 Nothing contained in the Agreement shall be construed as limiting the right of any
2625 employee having a non-contractual complaint to discuss the matter through
2626 administrative channels and to have the problem adjusted without the intervention of the
2627 Association, as long as such disposition is not inconsistent with the terms of this
2628 Agreement.

2629

2630 **Section F. Procedures**

2631

2632 **STEP 1**

2633

2634 A grievant shall first take up his/her grievance with her/her principal in an informal
2635 conference. Every effort shall be made to adjust the grievance in an informal manner.

2636

2637 **STEP 2**

2638

2639 If the employee is dissatisfied with the outcome of the informal conference(s), he/she
2640 may file a formal grievance with his/her principal within thirty (30) days of the
2641 occurrence (or within thirty (30) days of the time the employee was aware of the
2642 occurrence) that was the basis of the grievance. The principal shall schedule a formal
2643 conference with the grievant and the AR, by mutual agreement. Every effort should be
2644 made at the conference to develop an understanding of the facts and the issues in order to
2645 create a climate which may lead to a solution. The formal conference shall occur within
2646 ten (10) days of the formal grievance. If agreement is reached on a settlement, it shall be
2647 reduced to writing and signed by the participants. Otherwise the principal shall render
2648 his/her decision within five (5) days of his/her formal conference with the grievant.
2649 Copies of the decision shall be sent to the participants, the President, and the
2650 Superintendent.

2651

2652 **STEP 3**

2653

2654 In the event that the grievant is not satisfied with the disposition of his/her grievance at
2655 Step 2, or in the event that no decision is reached within ten (10) days after the
2656 presentation of the grievance, the grievant may within ten (10) days appeal in writing to
2657 the Superintendent.

2658

2659 The Superintendent shall by mutual agreement schedule a conference with the grievant
2660 and the AR and shall confer with the grievant and the AR in an effort to reach a
2661 satisfactory solution within ten (10) days of the receipt of the grievance. If agreement is
2662 reached on a settlement, it shall be reduced to writing and signed by the participants.

2663 Otherwise the Superintendent shall render his/her decision within five (5) days of his/her
2664 conference with the grievant.

2665

2666 **STEP 4**

2667

2668 If the grievance has not been adjusted to the satisfaction of the grievant within twenty
2669 (20) school days after the grievance was first taken up with the Superintendent or his/her
2670 designated representative under Step 3, then the grievant may request a meeting with the
2671 Board of Education for the purpose of adjustment of the grievance by submitting a
2672 written request.

2673

2674 The Board of Education shall, within fifteen (15) school days after receipt of the written
2675 request, confer with the grievant and render a decision to be submitted to the grievant in
2676 writing.

2677

2678 **STEP 5: BINDING ARBITRATION**

2679

2680 1. If the grievant is not satisfied with the disposition of his/her grievance at Step 4,
2681 or if no decision has been rendered within ten (10) days after he/she has first met
2682 with the Board, he/she may, within five (5) days after a decision by the Board; or
2683 twenty (20) days after he/she has first met with the Board, whichever is sooner,
2684 request in writing that the Association submit his/her Grievance to Arbitration.
2685 The Association may submit the Grievance to binding arbitration by filing the
2686 appropriate papers with the American Arbitration Association (AAA) or Federal
2687 Mediation and Conciliation Services (FMCS) or the Public Employment
2688 Relations Commission (PERC) along with a copy to the Superintendent. If any;
2689 question arises as to arbitrability, such question shall first be ruled upon by the
2690 Arbitrator.

2691

2692 2. The Parties shall be bound by the rules and procedures of the American
2693 Arbitration Association or Federal Mediation and Conciliation Services or the
2694 Public Employment Relations Commission.

2695

2696 3. The Arbitrator selected shall confer with the representatives of the Superintendent
2697 and the Association and hold hearings promptly. The Arbitrator's decision shall
2698 be in writing and shall set forth his findings of fact, reasoning, and conclusions on

2699 the issues submitted. The Arbitrator shall be without power or authority to make
2700 any decision which requires the commission of an act prohibited by law or which
2701 violates the terms of this Agreement. The decision of the Arbitrator shall be
2702 submitted to the District and the Association and shall be final and binding upon
2703 the Parties.
2704

2705 4. The costs for the services of the Arbitrator, including per diem expenses, if any,
2706 and his/her travel and subsistence expenses and the cost of any hearing room,
2707 shall be borne equally by the District and the Association. All other costs shall be
2708 borne by the party incurring them.
2709

2710 **Section G. Miscellaneous Conditions**

2711
2712 1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any
2713 claim or grievance arising there under may be processed through the grievance
2714 procedure until resolution.
2715

2716 2. **No Reprisals:** No reprisal of any kind shall be taken by the District or its agents
2717 against any employee because of his/her participation in this grievance procedure.
2718

2719 3. **Cooperation of the Parties:** The Parties shall cooperate in their investigation of
2720 any grievance, and shall furnish such information as is requested for the
2721 processing of any grievance.
2722

2723 For the purposes of assisting an employee or the Association in the prosecution or
2724 defense of any contractual, administrative, or legal proceeding, including, but not
2725 limited to grievances, the District shall permit an employee and/or an AR access
2726 to and the right to inspect and acquire copies of his/her personnel files and any
2727 other files or records of the District which pertain to the affected employee or any
2728 issue in the proceeding in question.
2729

2730 4. **Released Time:** Should the investigation or processing of any grievance require
2731 that an employee(s) or and AR(s) be released from his/her regular assignment;
2732 upon request of the Association, he/she shall be released without loss of pay or
2733 benefits.
2734

2735 5. **Files:** All documents, communications, and records dealing with the processing
2736 of a grievance shall be filed separately from the personnel files of the participants.
2737

2738 6. **Form:** The form for filing grievances is attached to and made a part of this
2739 Agreement as Appendix C.
2740

2741 7. **Association Grievances:** If a grievance affects a group of employees or the
2742 Association, the Association may initiate and submit such grievance to the
2743 Superintendent directly, and the processing of such grievance shall commence at
2744 Step 3. Grievances involving more than one (1) supervisor, and grievances

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involving the administrator above the building level, may be filed by the Association on Step 3.

8. **Summer Time Lines:** When a Grievance is submitted on or after June 1, the time line shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
9. **Exclusions:** Excluded from the Grievance Procedure shall be the non-renewal of provisional employees and all other matters for which law mandates another method of review. In the event of the non-renewal of a provisional employee, the District shall provide the employee the right to Association representation at the “request for reconsideration” meeting with the superintendent that is specified in RCW 28A.405-220.

ARTICLE X. DURATION

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This Agreement shall be effective as of the date of ratification of the successor agreement and continue in effect through April 15, 2014. Its terms and conditions shall continue in effect until a successor Agreement is negotiated. Retroactive pay, where applicable, shall be paid on the first (1st) regular pay day following execution of this Agreement. Notwithstanding the dates above, any day(s) worked in August that would otherwise be a part of the new school year shall be covered by the Agreement during the new school year.

The QEA will be responsible for arranging the initial contact.

Each party shall have the right to open two Sections as appropriate of the agreement beginning on April 15 2012 and again on April 15 2013.

This Agreement shall be opened for the purpose of negotiating a successor contract no later than January 15, 2014.

The Association and the Board shall simultaneously exchange proposals at the first bargaining session, for any changes or for any successor.

FOR THE BOARD:

FOR THE ASSOCIATION:

President

President

Superintendent

Negotiations Chair

APPENDIX A.

2010 -11-2008-09 K-12 Salary Allocation Schedule For Certificated Instructional Staff

2010-11 Schedules

State Allocation Model

Step	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 DOC
0	\$34,048	\$34,968	\$35,920	\$36,875	\$39,939	\$41,913	\$40,820	\$43,885	\$45,860
1	\$34,506	\$35,439	\$36,403	\$37,400	\$40,496	\$42,459	\$41,274	\$44,370	\$46,332
2	\$34,943	\$35,884	\$36,859	\$37,933	\$41,020	\$43,004	\$41,731	\$44,818	\$46,802
3	\$35,393	\$36,343	\$37,329	\$38,437	\$41,518	\$43,549	\$42,164	\$45,243	\$47,276
4	\$35,834	\$36,826	\$37,818	\$38,964	\$42,064	\$44,110	\$42,618	\$45,718	\$47,765
5	\$36,290	\$37,287	\$38,288	\$39,498	\$42,586	\$44,673	\$43,080	\$46,169	\$48,256
6	\$36,759	\$37,734	\$38,769	\$40,039	\$43,113	\$45,211	\$43,552	\$46,626	\$48,723
7	\$37,582	\$38,572	\$39,621	\$40,960	\$44,079	\$46,235	\$44,438	\$47,556	\$49,713
8	\$38,787	\$39,831	\$40,905	\$42,355	\$45,516	\$47,751	\$45,832	\$48,994	\$51,228
9		\$41,135	\$42,262	\$43,765	\$46,999	\$49,310	\$47,241	\$50,477	\$52,788
10			\$43,635	\$45,247	\$48,524	\$50,913	\$48,724	\$52,003	\$54,390
11				\$46,772	\$50,121	\$52,557	\$50,249	\$53,599	\$56,034
12				\$48,249	\$51,761	\$54,269	\$51,835	\$55,238	\$57,748
13					\$53,440	\$56,024	\$53,476	\$56,918	\$59,501
14					\$55,128	\$57,844	\$55,165	\$58,716	\$61,322
15					\$56,563	\$59,349	\$56,599	\$60,242	\$62,917
16					\$57,693	\$60,535	\$57,731	\$61,447	\$64,174

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2799 Note: BA+135 was frozen in 1992.

2800

2010-11 TRI Schedule

TRI schedule Represents 1.67% of the SAM in 2010-11

Step	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 DOC
0	\$567	\$583	\$599	\$615	\$666	\$699	\$680	\$731	\$764
1	\$575	\$591	\$607	\$623	\$675	\$708	\$688	\$740	\$772
2	\$582	\$598	\$614	\$632	\$684	\$717	\$696	\$747	\$780
3	\$590	\$606	\$622	\$641	\$692	\$726	\$703	\$754	\$788
4	\$597	\$614	\$630	\$649	\$701	\$735	\$710	\$762	\$796
5	\$605	\$621	\$638	\$658	\$710	\$745	\$718	\$769	\$804
6	\$613	\$629	\$646	\$667	\$719	\$754	\$726	\$777	\$812
7	\$626	\$643	\$660	\$683	\$735	\$771	\$741	\$793	\$829
8	\$646	\$664	\$682	\$706	\$759	\$796	\$764	\$817	\$854
9		\$686	\$704	\$729	\$783	\$822	\$787	\$841	\$880
10			\$727	\$754	\$809	\$849	\$812	\$867	\$907
11				\$780	\$835	\$876	\$837	\$893	\$934
12				\$804	\$863	\$904	\$864	\$921	\$962
13					\$891	\$934	\$891	\$949	\$992
14					\$919	\$964	\$919	\$979	\$1,022
15					\$943	\$989	\$943	\$1,004	\$1,049
16					\$962	\$1,009	\$962	\$1,024	\$1,070

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APPENDIX B. Part 1

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QUINCY SCHOOL DISTRICT SUPPLEMENTAL SALARY SCHEDULE

Activity: *Factors for the following activities will be paid based on the current year's base salary.*

District Learning Improvement Team: One certificated staff member from George, Mtn. View, Pioneer, Monument, QJHS, QHS,	\$1,000/ year
HTH	
Teacher Leaders/Department Chairs	.0059
(To be identified/selected by the administrator)	
Head Teacher, George/Alternative High School	.0465
(to be paid only when the person is teaching full time and when there is no on-site administrator)	
Vocational Director	.2452
(to be paid only when the person is teaching at least 50% of the day)	
Athletic Director-QHS	.2590
Athletic Director	Reg Sched+10/182
High School Chorus Director	.1382
High School Instrumental Director	.1593
QHS- Completion of SLPs	6/182
HTH – Completion of SLPs	3/182
QHS –Advisory/Senior Project Stipend	same as pep club
Athletic Director – Quincy Jr. High School	One (1) class period
Junior High Music Director	.1303
QJHS – Completion of SLP's	6/182
Monument Vocal Music Director	.0266
	2 performances/yr
Monument Instrumental Music Director	.0266
	2 performances/yr
Monument: Completion of SLP's	6/182
4th Grade Field Trip teacher chaperones	.0107
Chairman, Spaghetti Feed	.0107
Chairman, 4 th Grade Field Trip Planning	.0107
FBLA Advisor	.0533
VICA Advisor	.0533
High School Guidance Counselor	Reg Sched + 20/182
Junior High Guidance Counselor	Reg Sched +20 /182
Monument Guidance Counselor	Reg Sched + 10/182
Pioneer Guidance Counselor	Reg Sched + 10/182
Mt. View/George Guidance Counselor	Reg Sched + 10/182
District Psychologist	Reg Sched + 20/182
District Nurse	Reg Sched + 05/182
Vocational Agriculture/FFA	Reg Sched + 40/182
Vocational Home Ec/FHA	Reg Sched + 20/182
High School Librarian	Reg Sched + 10/182

Appendix B Part II

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Advanced Placement, Zero, or Extended Teaching Hours:

All advanced placement, zero, or extended teaching hours will be paid at the hourly rate of the average per diem for the district as of October 15. Instructors will be reimbursed for each hour of student instruction with an additional one (1) hour of preparation time being paid per ten (10) hours of instruction. All courses for credit must meet the same standards of student contract hours as regular scheduled credit courses during the student day.

All advanced placement courses offered must have principal’s approval.

Professional Activities:

The hourly rate of pay for professional activities done by certified staff beyond the regular classroom duties and the contract day (i.e. committees and curriculum development) will be paid at the average per diem rate of the district’s certified staff for the contract year in which the work is completed. The rate will be determined by averaging the hourly per diem rates of those employed on October 15 of each school year.

Work for compensation in this category must be pre-approved by the district office.

Special Education:

Classroom teachers who are endorsed in special write and manage IEP’s will be paid a stipend as follows unless a committee consisting of the teacher, immediate supervisor, QEA representative and District Office representative can agree on adequate additional preparation time within the working day to support this work.

SLP’s, OT’s and PT’s will be paid a stipend as follows based on student case management numbers.

1-3 IEP students.....	0 .375	per diem days per quarter
4-6.....	.75	per diem days per quarter
7-9.....	1.125	per diem days per quarter
10-15.....	1.5	per diem days per quarter
16-20.....	2.25	per diem days per quarter
21-25.....	3	per diem days per quarter
26-30.....	3.75	per diem days per quarter
31-35.....	4.5	per diem days per quarter
36-40.....	5.25	per diem days per quarter

The number of IEP’s paid for will be based on the number verified by the Special Services Director on the 20th day of each quarter.

WAAS Portfolios: Portfolios- Employees required to collect evidence for WAAS Special Education student portfolios and ensure their completion will be reimbursed at a rate of \$200 per portfolio.

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APPENDIX C.
QUINCY SCHOOL DISTRICT/QUINCY EDUCATION ASSOCIATION
FORMAL GRIEVANCE FORM

Name of
Grievant: _____

Assignment: _____ Building: _____
Date: _____

Specific contract article
violated: _____

Brief description of
grievance: _____

Date violation of grievance: _____

Date Grievant became aware of violation: _____

Remedy
sought: _____

Signature of Grievant: _____

Send the original signed grievance to the person with whom the grievance is filed. Send on (1) copy each to the Superintendent and President. Keep one (1) copy.

APPENDIX D.
PRE-PLANNED OBSERVATION FORM

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Employee's
Name: _____

Observer's
Name: _____

Date of Observation: _____ Time/Period: _____

What will the learning objectives be?

What will the learner do to provide evidence he/she has met the objective(s)?

What factors may have an adverse effect on the lesson?

Special techniques or other factors that should be brought to the observer's attention:

Note: This form must be delivered to the employee no less than three (3) working days prior to the planned observation. The employee must complete and return this form to the observer no less than one (1) day prior to the observation or t the pre-planned observation conference.

**APPENDIX E.
OBSERVATION REPORT**

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Employee's Name: _____

Observer's Name: _____

Date: _____ Class Observed: _____ Group: _____

Time of Observation from _____ to _____

1. Instructional Skills:

2. Classroom Management:

3. Professional Preparation and Scholarship:

4. Knowledge of Subject Matter:

5. Handling Student Discipline and Attendant Problems:

6. Interest in Teaching Students:

7. Effort Toward Improvement When Needed:

Date of Post-Observation Conference: _____

Employee Signature: _____ Date: _____

Observer's Signature: _____ Date: _____

Note: This completed form is to be delivered within three (3) days of the conference, which is to be held within five (5) days of the observation. Additional pages may be attached.

APPENDIX H.
SUPPORT EMPLOYEE FINAL EVALUATION (SHORT FORM)

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Employee's Name: _____

Building: _____ Evaluator: _____

Dates of Observation: _____ Dates of Evaluation: _____

S = Satisfactory (meets District criteria)
U = Unsatisfactory (does not meet District criteria)

Note: Any "U" rating requires the use of the long form.

- | | | |
|--|---|---|
| 1. Knowledge & Scholarship in Specialized Field: | S | U |
| 2. Specialized Skills: | S | U |
| 3. Management of Special & Technical Environment: | S | U |
| 4. The Support Person as a Professional: | S | U |
| 5. Involvement in Assisting Pupils, Parents & Educational Personnel: | S | U |

COMMENTS:

Evaluator's Signature: _____ Date: _____

Certificated Employee's
Signature: _____ Date: _____

NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

**APPENDIX I.
EMPLOYEE EVALUATION CRITERIA**

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- 1. Instructional Skill:** Each employee shall demonstrate in his/her performance a competent level of knowledge and skill in designing and conducting an instructional experience.
- 2. Classroom Management:** Each employee shall demonstrate in his/her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
- 3. Professional Preparation and Scholarship:** Each employee shall exhibit in his/her performance evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.
- 4. Effort Toward Improvement When Needed:** Each employee shall demonstrate an awareness of his/her limitations and strengths, and demonstrate continued professional growth.
- 5. Handling of Student Discipline & Attendant Problems:** Each employee shall demonstrate the ability to manage the non-instructional, human dynamics in the educational setting.
- 6. Interest in Teaching Pupils:** Each employee shall demonstrate an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. Employees shall demonstrate enthusiasm for or enjoyment in working with pupils.
- 7. Knowledge of Subject Matter:** Each employee shall demonstrate a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

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APPENDIX J.
SUPPORT PERSONNEL EVALUATION CRITERIA

- 1. Knowledge and Scholarship in Special Field:** Each support employee shall demonstrate a depth and breadth of knowledge of theory and content in the special field. He/she shall demonstrate an understanding of and knowledge about common school education and the educational milieu grades K-12, and shall demonstrate the ability to integrate the area of specialty into the total school milieu.
- 2. Specialized Skills:** Each support employee shall demonstrate in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
- 3. Management of Special and Technical Environment:** Each support employee shall demonstrate an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized program.
- 4. The Support Employee as a Professional:** Each support employee shall demonstrate awareness of his/her limitations and strengths and shall demonstrate continued professional growth.
- 5. Involvement in Assisting Pupils, Parents and Educational Personnel:** Each support employee shall demonstrate an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

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**APPENDIX K.
EMPLOYEE EVALUATION (LONG FORM)**

Employee's Name: _____

Building: _____ Evaluator: _____

Dates of Observation: _____ Dates of Evaluation: _____

S = Satisfactory (meets District criteria)
R = Requires Improvement
U = Unsatisfactory (does not meet District criteria)

1. **Instructional Skill:** S R U
Demonstrates a competent level of knowledge and skill in designing and conducting an instructional experience.
2. **Classroom Management:** S R U
Demonstrates a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
3. **Professional Preparation and Scholarship:** S R U
Demonstrates evidence of having a theoretical background and knowledge of the principles and methods of teaching; demonstrates a commitment to education as a profession.
4. **Effort Toward Improvement When Needed:** S R U
Demonstrates an awareness of his/her limitations and strengths; demonstrates continued professional growth
5. **Handling of Student Discipline and Attendant Problems:** S R U
Demonstrates the ability to manage the non-instructional, human dynamics in the educational setting
6. **Interest in Teaching Pupils:** S R U
Demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. Demonstrates enthusiasm for or enjoyment in working with pupils

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7. **Knowledge of Subject Matter:**

S R U

Demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the level(s)

COMMENTS:

Evaluator's Signature: _____ Date: _____

Certificated Employee's Signature: _____ Date: _____

Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

3364 5. **Involvement in Assisting Pupils, Parents** S R U
3365 **and Educational Personnel:**

- 3366
- 3367 Demonstrates an acceptable level of performance in offering specialized
 - 3368 assistance in identifying those needing specialized programs
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3371 **OVERALL RATING** S R U

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3373 COMMENTS:

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3401 Evaluator's Signature: _____ Date: _____

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3403 Certificated Employee's Signature: _____ Date: _____

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3405 Note: Employee's signature indicates only that he/she has read and has received a copy

3406 of this evaluation, not necessarily that he/she agrees with the content. Employee

3407 comments may be attached.

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APPENDIX N: SCHOOL CALENDAR 2011-12

** Note: On Monday, November 7, school will start at the regular time. There will be no late start that day due to the early release planned for Conferences.*

AUG/SEPTEMBER (23)				
M	T	W	TH	F
29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER (20)				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER (19)				
M	T	W	TH	F
	1	2	3	4
7*	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER (12)				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY (20)				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY (20)				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29		

MARCH (22)				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL (16)				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MAY & JUNE (28)				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	1
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|----------------|--------------------------------------|-------------|-----------------------------------|
| August 29 | Required District Day | January 25 | End of 1st Semester |
| August 30 | First Day of School | January 27 | Records Day – NO SCHOOL |
| September 5 | Labor Day – NO SCHOOL | February 20 | Presidents’ Day- NO SCHOOL |
| October 14 | State Prof. Day – NO SCHOOL | March 23 | End of 3 rd Quarter |
| November 3 | End of 1st Quarter | March 27-30 | 1/2 days - Conferences |
| November 7-10 | 1/2 days - Conferences | April 2-6 | Spring Break – NO SCHOOL |
| November 11 | Veterans’ Day – NO SCHOOL | May 25 | 1/2 day Early Release |
| November 23 | 1/2 day Early Release | May 28 | Memorial Day – NO SCHOOL |
| Nov. 24-25 | Thanksgiving Holiday | June 1 | Graduation - QHS |
| Dec. 19-Jan. 1 | Christmas Vacation | June 4 | Graduation - HTH |
| January 2 | School Reconvenes | June 8 | Last Day - 1/2 day Early Release |
| January 16 | Martin Luther King- NO SCHOOL | June 11 | Records Day |

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Late start on Monday of each week.

In the event of school closure due to inclement weather or for other reasons, the calendar will be adjusted accordingly. LID days: Any non-contractual day that falls between August 1, 2008

3461 – June 30, 2009 except Sundays and holidays may be used for the purpose of Student
3462 Learning Improvement.
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APPENDIX O. JUST CAUSE/THE SEVEN TESTS

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The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to the seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** Did the employer give to the employee forewarning or foreknowledge of the possible consequences of the employee’s disciplinary conduct?
2. **REASONABLE RULES AND WORK ORDERS:** Was the employer’s rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the employer’s business, and (b) the performance that the employer might properly expect of the employee?
3. **INVESTIGATION:** Did the employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. **FAIR INVESTIGATION:** Was the employer’s investigation conducted fairly and objectively?
5. **PROOF:** At the investigation, did the company “judge” obtain substantial evidence or proof that the employee was guilty as charged?
6. **EQUAL TREATMENT:** Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?
7. **PENALTY:** Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense, and (b) the record of the employee in his/her service with the employer?

**APPENDIX P.
COMPUTER USE POLICY**

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I will maintain the confidentiality of my user ID and password. I will not use another person's ID and password to gain entry into the computer system or voice message system.

I will not create, seek observe, or use obscene, abusive, or offensive language and/or other graphics. I will not use electronic email to harass or intimidate other employees.

I will respect other users and their rights.

I will abide by all copyright laws and licensing agreements. I will not knowingly violate the Family Educational Rights and Privacy Act when generating an email.

I will not use the system for solicitation, advertisement, political, or commercial purposes.

The Quincy School District retains the right to review any material stored on the network, and after following just cause procedures as described in Appendix O, may remove individual staff documents which are deemed to be unlawful, obscene, abusive, or otherwise objectionable.

I will not intentionally damage computer hardware and peripherals. I will not intentionally remove, alter, copy, or add unauthorized files and/or software. I will not intentionally add, remove or alter any district computer hardware. I will not knowingly add any personal computer equipment to district computers that has not been authorized.

I will not knowingly circumvent the network securities or internet filter to get to a website or internet resource.

I will not intentionally attempt to access areas or activities for which I am not authorized. If loopholes in computer security systems or knowledge of a special password are encountered, I will not use them to damage computer systems, obtain extra resources, take resources from another user, gain access to systems, or use system for which proper authorization has not been given, as per RCW 9A.52.110, 9A.52.130, and 9A.48.100. Also, I will report loopholes to school authorities.

The district networked computer system shall only be accessed for professional and educational use, and not inappropriate personal use.

Violation of the above policy may result in discipline up to termination or prosecution according to the RCW's.

3542 **Appendix Q Harassment: Right to Representation Form**

3543
3544 **Quincy Education Association can provide you with legal, emotional and financial support as needed to help**
3545 **you deal with all aspects of a harassment situation.**

3546 *****

3547 Article III. Section I. Harassment

3548
3549 For purposes of this Agreement, the terms “harass” and “harassment” shall mean words, gestures (including offensive
3550 touching), that inconvenience or are punitive, and/or actions which threaten or demean the individual and serve no
3551 legitimate professional purpose.

3552
3553 When an employee believes that he/she has been harassed (including sexual harassment) by supervisors, parents, or
3554 employees, and approaches any district official with this concern, these steps will be followed:

- 3555
3556 1. The employee must be given a “Right to Representation Form” and allowed the time to consider whether on
3557 not to seek the assistance of the QEA for the process. The employee will sign the district copy which will
3558 stay on file with the administrator receiving the concern. The employee will receive a copy. Should the
3559 employee request QEA assistance, the administrator will help arrange the presence of a QEA representative
3560 as soon as possible; thereafter a QEA representative will be present for any and all meetings regarding the
3561 case. Should the employee waive the right to QEA assistance, a copy of all but the employee’s signature will
3562 be forwarded within one (1) working day to the president of QEA. At any time, the employee who initially
3563 rejects QEA assistance, my request such support.
- 3564
3565 2. When an employee believes that he/she has been harassed, he/she must file a written complaint within twenty
3566 (20) days of the offense with the district office. Upon receipt of such complaint, the District shall be
3567 responsible to conduct a fair and objective investigation of the alleged harassment which will include an
3568 interview with the person filing the complaint.
- 3569
3570 3. Should evidence of harassment be found, the District will take appropriate action.
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3572 4. Within twenty (20) business days of the original notification to the District, the District will give the employee
3573 and the Association a written report of the progress of the investigation and findings to date. The employee
3574 may request a written update on the progress of the case monthly until the investigation is closed. At that
3575 time, a final investigative report will be sent to both the employee and the Association listing the findings and
3576 recommendations.

3577 *****

3578 I believe that I have been harassed as defined by the Quincy School District 2000/02 contract and am
3579 making a complaint to _____ (Administrator’s signature) on this day of
3580 _____ in the year of _____.

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3583 _____ I request representation from the Quincy Education Association.
3584 _____ I do not request representation from the Quincy Education Association.

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3586 _____
3587 Employee Signature

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3591 1 copy to employee, 1 copy remains with administrator, one copy w/o employee signature forwarded to
3592 QEA president within one (1) working day.

3593 **Appendix R**

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VERIFICATION OF CLASSROOM PREPARATION FORM

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3598 **Directions: Fill out and return to your principal/supervisor by June 1.**

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I, _____ verify that I have fulfilled the conditions of working optional time which recognizes an additional three (3) days of time performed beyond the contracted basic education work year and work day, all in accordance with the Collective Bargaining Agreement between the Quincy School District and the Quincy Education Association.

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Activities include pay for classroom prep, student assessment, correcting student work, independent curriculum work, collegial/parent conferences and development of innovative projects.

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Teacher Signature

Date

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3618 APPENDIX S

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LEARNING IMPROVEMENT TEAM

Decision Making Matrix

CATEGORY	ADMIN TEAM	ASB	COUNSELOR, ADMIN TEAM	DEPT. CHAIRS	DEPARTMENTS, GRADE LEVEL/SPECIALIST TEAMS	FACULTY	BLG. LIT	DISTRICT LT
Activity Calendar	Approval	Decision						
ASB Budget	Approval	Decision					Recom.	
ASB Activities	Approval	Decision					Recom.	
Attendance/Tardy Policy	Decision					Recom.	Recom.	
Building Discipline Policy	Decision						Recom.	
Building Maintenance	Decision	Recom.				Recom.	Recom.	
Discipline Implementation	Decision							
Foreign Exchange Program	Decision		Decision					
Improvement Plan, Goals, SLID	Decision	Recom.				Recom.	Decision	Decision
Instructional Emphasis	Recom.				Recom.	Recom.	Decision	Decision
Master Schedule	Decision		Recom.		Recom.			
Registration			Decision			Recom.		
Student Teachers	Decision				Decision			
Building Budget	Decision						Recom.	
Department/Individual Bdgt	Recom.			Decision	Decision			
Bldg Grants (Non-specified)	Decision						Recom.	Decision
Bldg Tech Budget					Recom.	Recom.	Decision	
Bldg Tech Planning					Recom.	Recom.	Decision	
Building Use	Decision					Recom.	Recom.	
Community Relations	Decision	Recom.				Recom.	Recom.	
Curr. Changes/Development	Decision		Recom.		Recom.	Recom.	Recom.	Decision
School-wide Events	Decision	Recom.				Recom.	Recom.	
Staff Assignments	Decision				Recom.	Recom.		
Staff Development	Recom.					Recom.	Decision	Decision
Staff Hiring	Decision			Recom.		Recom.		
Admin. Match						Decision	Decision	

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Decision = Group responsible for the final decision/course of action
 Recom = Group recommendations for the final decision/course of action
 Approval = Group sign-off on final decision/course of action
 NOTE: ECLS = Recommendations/Input with decision by administrator

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**APPENDIX T:
SENIORITY LIST SAMPLE GRID**

Washington	Out-of-State Experience (Limit: 3 years)	TOTAL Experience	In-District Experience	Credits Beyond BA	MA Degree Yes/No

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Appendix U: Professional Growth Plan

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Name _____

Building _____

School Year _____

(Parts I and II of this form are based on the criteria of Washington’s Professional Certification. Part III addresses the further development of effective teachers into leaders.)

1. Any teacher electing a PGP option for evaluation will complete the self-assessment on pages 1-2 of this application to determine an area of emphasis for self-improvement.
2. The teacher will complete page 3 creating a Professional Growth Plan that addresses a perceived area in need of improvement.
3. The teacher will review the self-assessment with his/her principal/supervisor and leave a copy on file with his/her principal/supervisor by October 1 of any school year to inform the employee evaluation process for the year.
4. Should the teacher seek any funding or special district resources to support his/her PGP, a copy of this application with his/her principal’s supervisor’s signature must be submitted to the District LIT for approval by October 1 of any school year.
5. If funding is approved, purchase order request(s) and a copy of the signed Professional Growth Plan will be submitted to the Business Office three (3) weeks prior to the expenditure unless permission for a shorter time line is granted by the District LIT or the Superintendent.

3711 Appendix U, page 2
 3712 Professional Growth Plan Self Assessment
 3713

Standard 1: Effective Teaching	20 word summary and student evidence
1(a) Using effective teaching practices including classroom management.	
1(b) Using assessment to monitor and improve instruction.	
1(c) Establishing and maintaining a positive, student-focused learning environment.	
1(d) Designing and/or adapting challenging curriculum that is developmentally appropriate.	
1(e) Demonstrating cultural sensitivity in teaching and in relationships with students, parents, and community.	
1(f) Using information about student achievement and performance to advise and involve students, parents, and community members.	
1(g) Integrating technology into instruction and assessment.	
1(h) Informing, involving, and collaborating with parents and families as partners in the educational process.	

3714 Appendix U, page 3
 3715

3716 Professional Growth Plan Self Assessment (continued)

Standard 2: Professional Development	20 word summary and student evidence
2(a) Evaluating the effects of his/her teaching through feedback and reflection.	
2(b) Designing and implementing personal professional growth programs.	
2(c) Remaining current in subject areas(s), theories, practice, research and ethical practice.	

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Standard 3: Leadership	20 word summary and student evidence
3(a) Participating in activities within the school community to improve curriculum and instructional practice.	
3(b) Participating in professional and/or community organizations.	
3(c) Advocating in curriculum, instruction, and learning environments which meet the diverse needs of students.	
3(d) Demonstrating communication skills and/ or strategies that facilitate group decision making.	

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Professional Growth Plan

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Standard: _____

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Criterion: _____

Strengths in this area:

Challenges in this area:

As a result of your professional growth, what will your students be able to do?

What specific new learning will you need to build your capacity in this area:

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Action Plan

Activities (including conducting research)	Target Date	Resources Needed (People, courses, books, etc.)

Evidence of Success(i.e. impact on student learning):

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Applicant's Signature _____ Date _____

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Approving Teacher's Signature _____ Date _____

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Principal/Supervisor/s Signature _____ Date _____

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District LIT Approval for Funds _____ Date _____

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Amount of Funds Requested/Approved _____

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Appendix V

MEMORANDUM of UNDERSTANDING
By and Between the
Quincy School District (QSD)
And the
Quincy Education Association (QEA)
Regarding
Article V Evaluation
Article VIII Section G (9)

The Association and the District agree that a subcommittee of the Bargaining Teams will meet and study the required changes in the evaluation system as enacted by the legislature (E2SSB 6696) and the concept of excluding the substance of evaluations from the grievance procedure.

The Committee shall be comprised of four (4) members representing the Quincy Education Association (QEA) and four (4) members representing the Quincy School District (QSD).

The committee will convene prior to May 16, 2012 and deliver copies a report of the finding their findings to the QEA President and the QSD Superintendent on or before January 15, 2013.

This MEMORANDUM of UNDERSTANDING will expire at the conclusion of the committee's work or January 15, 2012

Agreed to on this date _____

For the Association

For the District

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Appendix X

**MEMORANDUM of UNDERSTANDING
By and between the Quincy School District (QSD) and the Quincy Education
Association (QEA) regarding selected District Leadership Team (DLT)
responsibilities**

The Association and the District agree that the parties share the following interests:

- **The need to limit the amount and number of times teachers are required to be out of their classrooms**
- **The need to reduce the amount of time teachers must spend preparing for substitute teachers so they can participate in district professional development activities**
- **The need to ensure that employees have a voice in selecting and planning grant-funded initiatives intended to improve student academic achievement**
- **The need to make the most effective use of collaboration time set aside on Monday mornings for its intended purpose**

In order to help satisfy these interests, the parties agree that the District Leadership Team (DLT) shall meet and address the following tasks currently identified in the Collective Bargaining Agreement (Article VI Section F. II) no later than June 1, 2012:

3. **Responsibility: With a clear focus on improvement of academic achievement for all students, the parties shall establish a District Leadership Team which shall:**
 - D. Develop guidelines for district and building efforts to secure grants to support improvement efforts.**
 - F. Assist in evaluating the effectiveness of collaboration time and provide recommendations regarding the collaboration schedule.**
 - H. Help establish a district plan for effective professional development.**

Agreed to on this date _____

For the Association

For the District

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Appendix Y

MEMORANDUM of UNDERSTANDING

By and between the Quincy School District (QSD) and the Quincy Education Association (QEA) regarding additional compensation for the position of PEP Grant Coordinator

The Association and the District agree that the District will provide a stipend and a supplemental extended day contract for the position of PEP Grant Coordinator under the following conditions:

- **The term of this agreement is limited to the three years of the PEP Grant (2010-2011; 2011-2012 and 2012-2013).**
- **The amount of the stipend will be .2590 times the base salary as outlined in the QEA Contract in Appendix B Quincy School District Supplementary Salary Schedule.**
- **The extended day supplemental contract will be for ten (10) additional days to be paid at the employee’s per diem rate.**
- **The stipend of .2590 times the base salary will be paid for the current contract year (2010-2011) at a prorated amount according to the actual FTE calculated for this position given that the position was initiated after the start of the regular contract year. The extended day supplemental contract (10 additional days) will be paid in full for the current contract year (2010-2011) given that the days will be worked after the end of the current school year and before the start of the following contract year.**

Agreed to on this date _____

For the Association

For the District

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MEMORANDUM of UNDERSTANDING
Between the
Quincy School District (QSD)
And the
Quincy Education Association (QEA)

Whereas, the District and the Association agree to implement a Teacher Assistance Program (TAP) effective September 1, 2011 for the 2011-12 school year only.

Whereas, the Mentor Teacher will receive a four hundred dollar (\$400.00) stipend on June 30, 2012 provided that they meet the expectations for meetings, conferences, reports, follow-ups and commitment of time, as required by the district.

Whereas, the First Year Teacher (Mentee) will receive a three hundred dollar (\$300.00) stipend on June 30, 2012, provided that they meet the expectations for meetings, conferences, reports, follow-ups, and commitment of time as required by the district.

Whereas, Each Mentor/Mentee team will submit an action plan, which may include conference/in-service registration, travel, visitations and/or substitute costs needed to support their plan. It is further agreed, that a teacher new to the district may choose to opt out of the TAP.

AREED TO ON: _____
Date

For Quincy Education Association

For Quincy School District

BY: _____
QEA President

BY: _____
Dr. Burton Dickerson, Superintendent