

**Negotiated Agreement  
Between  
Southside School District  
And  
Southside Education Association  
September 1, 2018 to August 31, 2020**

## Table of Contents

Preamble	3	Professional Growth Incentive	17
Recognition	3	Instructional Materials Allocation	17
Status of the Agreement	3	Curriculum Adoption Committee	17
Conformity to Law	3	New Employee Orientation	17
Distribution of Bargaining Agreement	3	Evaluation Procedures	18-22
Association Rights	3	Section 1- Introduction	18
Dues Deductions	4	Section 2- Comprehensive Evaluation	18
Other Payroll Deductions	4	Section 3- Focused Evaluation	19
Management Rights	4	Section 4- State Criteria and Scoring	20
Association Security	5	Section 5- Support for Basic and Unsatisfactory	21
Just Cause and Right to Due Process	5	Section 6- Probation	21
Personnel File	6	Section 7- Provisional Teacher	21
Employee Protection	6	Section 8- Definitions	22
Assault and/or Battery Leave	6	Grievance Procedures	23
Assignment and Transfer	6	Arbitrator Costs	24
Reassignment	7	Jurisdiction of the Arbitrator	24
Reduction in Force	7	Work Stoppage and Lockouts	24
Individual Employee Contract	8	Southside Extra-Curricular	25
Release from Contract	8	Embodiment	25
Employee Work Year	9	Terms of Agreement	26
Calendar	9	Signatures	26
Time and Responsibility	9	Appendix A- Request For Professional Growth Incentive Payment	27
Length of Work Day/Breaks	10	Appendix B- Payroll Deduction or Revocation Authorization	28
Class Size	10	Appendix C- OSPI State 8 Criteria	29
Preparation Time	10	Appendix D- Southside Salary Schedule	30
Salary Payment	11	Appendix E- Southside Extra-Curricular Pay Schedule	31
Placement on Salary Schedule	11		
Certificated Transportation Reimbursement	11		
Certificated Staff Facilities	11		
Employee Family Insurance	11		
Sick Leave/Personal Leave	12		
Maternity/Paternity/Adoption Leave	13		
Emergency Leave	13		
Sick Leave Cash In/Out/Donation	13		
Bereavement Leave	14		
Jury Duty	14		
Leave of Absence/Sabbatical	15		
Association Leave	15		
Class Coverages	15		
Student Discipline	15		
Retirement/Resignation Stipend	16		
Work Station Visitation	16		
Academic Freedom	16		
Staff Development and Training	17		

## **Preamble**

Pursuant to the conditions set forth in the Educational Employees Relations Act, Chapter 228, Laws of 1976, this constitutes an Agreement between the Board of Directors of the Southside School District No. 042, herein referred to as the District and the Southside Education Association, herein referred to as the Association. "Employees" refers to all certificated staff covered by this contract. "District" refers to the Southside Board Members and the Southside School District Administration.

## **Recognition**

The District hereby recognizes the Southside Education Association as the sole and exclusive collective bargaining representative for all non-supervisory certificated employees, including those non-supervisory certificated employees on leave by Board action.

Such representation shall exclude the superintendent, principal(s), and such confidential employees and supervisors as defined in RCW 42.59.

Unless the context in which they are used clearly requires otherwise, words used in this agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and the plural.

## **Status of the Agreement**

This Agreement shall become effective on September 1 of the contract year or when ratified, whichever is later, by the Southside Education Association and approved by the Southside School District Board of Directors and may be amended or modified only with mutual consent of the Parties.

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

## **Conformity to Law**

If any provision of the Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder shall continue in effect for the duration of the Agreement. Any provision(s) held contrary to law shall commence negotiations, regarding said provisions(s), within thirty (30) working days. All other provisions or applications of the Agreement shall continue in full force and effect.

## **Distribution of Bargaining Agreement**

Within thirty (30) days following the signing of the ratified Agreement, the District shall send a hard copy to the District and Association, and provide an electronic copy, in Microsoft Word, to the District and the Association President and post the contract on the school website.

The cost of printing, design and layout of the Agreement shall be mutually shared by the Association and the District.

## **Association Rights**

The Association may use interschool mail facilities for distribution of Association communication so long as such communications are labeled as Association official, a courtesy copy is given to the principal prior to general distribution, and are not detrimental to the District-Association relationship or defaming to any individual, group, or the District.

The Board, Administration, or School District shall not assume the responsibility or liability for notices posted or to be delivered for Association purposes.

The Association representatives and members shall have the right to use District buildings for Association business and meetings.

The Association shall have the right to use District equipment for Association business, provided the Association shall reimburse the District for the cost of supplies and materials.

The District shall provide to the Association information, as required under statute, which will assist the Association in carrying out its responsibility as the representative and bargaining agent for teachers.

### **Dues Deductions**

Prior to the preparation of the first payroll of the school year, the Association shall indicate to the District, in writing, the dollar amounts of individual dues and assessments of the Southside Education Association, National Education Association, Washington Education Association and Olympic UniServ Council, to be deducted during the school year to follow. These total deductions shall remain unchanged during the school year.

The deductions, as indicated above, shall be deducted in twelve (12) equal amounts in paychecks to begin in September and continue through August; provided that the District has received a written authorization form from any such employee who desires to make said deductions; teachers who work less than a full year shall have their deductions pro-rated at one-twelfth (1/12th), of the total amount, for each month they are employed. Amounts may be prorated by the amount of FTE worked as agreed upon and presented in writing by the Southside Education Association.

The District shall promptly remit all monies so collected directly to the Washington Education Association with a list of teachers from whom deductions have been made. The District shall notify the Association of any changes in said list due to teachers entering or leaving the employment of the District; such notification shall be before the monthly pay period.

If the Association receives an amount for a teacher in excess of the proper amount to be deducted, the Association shall reimburse that teacher for any overcharge in dues.

The Association will indemnify, defend and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any check-off of Association dues.

This dues deduction system is only for the collection of dues and shall not be used for the collection of any Association imposed fines, penalties, or assessments, nor will it be used for the collection of initiation fees or any other type of Association collection of monies. Employees who wish to revoke this deduction authorization may do so upon written notice to the District and the Association. The employee shall provide written notice to the Association and to the District of his/her wish to no longer have dues withheld from his/her paycheck.

Teachers who decide to join the Association and currently have no deductions for dues may do so by signing and delivering, by the fifteenth of any month, a payroll deduction or revocation authorization form to the District office. This form shall authorize deduction of membership dues of the Associations (including NEA and WEA) and shall continue in force from year to year unless the teacher submits a written revocation to the District and the Association.

### **Other Payroll Deductions**

The District agrees to deduct from the salary of its certificated employees, for whom the Association is the bargaining agent, premiums for those insurance and annuity programs which have been approved by the District upon receipt of written authorization from such employee. Sums which are deducted as premiums for approved insurance and annuity programs will be forwarded in accordance with the written authorization.

### **Management Rights**

It is recognized that the District Management has the responsibility and authority to manage and direct the operations and activities of the District to the full extent authorized by law and the Constitution of the State of Washington and the United States; provided that all such actions shall be in conformity with the terms and provisions of this agreement.

When the Association believes that management has not responded adequately to an ongoing problem, which has been brought to the administration's attention, the Association will follow these procedures:

1. The Association will request a meeting of their representatives with the administration to discuss the ongoing problem and to find out what has or will be done to address it. They will ask the administration for expected outcomes and timeline.
2. The Association will look for positive ways to assist in resolution of the problem and will continue open communication during the timeline for resolution.
3. If, at the end of the timeline, the Association does not believe the problem is resolved they will reduce the problem to writing and present it to the administration who will respond in writing within ten (10) days.
4. If the Association believes the problem to exist and resolution has not been achieved they shall have the right to be placed on the agenda at the next Board Meeting.

### **Association Security**

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

Employees shall be entitled to full rights of citizenship. The parties shall not unlawfully discriminate against any employee on the basis of race, color, national origin, sex, sexual orientation, including gender expression or identity, creed, religion, age, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of trained dog guide or service animal by a person with a disability, except as necessary to meet a bona fide occupational qualification.

### **Just Cause and the Right to Due Process**

No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision of the Agreement prior to the action being taken.

The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Any complaint made against an employee by a parent, student or other person will be called to the attention of the employee within ten (10) days of the receipt of said complaint. Whenever possible, the parent, student, or other person shall be encouraged to discuss the concern with the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

Any criticism-of-any employee by a supervisor, administrator, or other agent of the employer shall be made in a confidential setting and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.

In the event an employee is non-renewed or discharged as per RCW 28A.405, and a hearing is requested, then upon agreement of the parties the issue may be submitted to Step V of the Grievance Procedure (binding arbitration) or submitted to the hearing process in RCW 28A.405.

Progressive discipline includes verbal warning, written reprimand or suspension as appropriate to the infraction. Employees shall be entitled to have an Association representative present at the time of any meeting where they suspect disciplinary action may result or disciplinary actions where the employee is a party.

The employee shall inform the District of his/her intent to have an Association representative present. In no case shall the proceeding be delayed more than forty-eight (48) hours to accommodate such representation.

### **Personnel File**

Employees have the right to inspect all contents of their complete personnel file kept within the District; provided that the superintendent or designee is present during examination review. Upon request, a copy of any documents contained therein shall be given to the employee. No other personnel file shall be kept by the District, except that administrators may keep individual working files as necessary for personnel, administration and evaluation.

Each employee's personnel file shall contain the following minimum items of information: the employee's summative evaluation reports, copies of annual contracts (including co-curricular [supplemental] contracts), a transcript of academic records, and a copy of the employee's valid teaching certificate. Items the employee considers important shall be placed in the file on request. An employee shall have an opportunity to sign and date any such document and administration may note an employee's denial of an opportunity to sign and date.

No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments. An employee shall sign and date any such document to indicate knowledge of the document.

Processed grievances shall not be entered into the employee's personnel file.

A document relating to disciplinary action that is placed in a personnel file will be removed at the employee's request after three (3) years, provided there are not further written violations or at the time of separation from employment, and removal does not violate state law.

### **Employee Protection**

The School District shall provide employees the insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel, students, and the property thereof. Such insurance protection must include, as a minimum, liability insurance covering injury to persons and property and insurance protecting employees from loss or damage of their personal property incurred while so engaged.

### **Assault and/or Battery Leave**

A. Any assault and/or battery upon an employee while acting within the scope of his or her employment shall be reported promptly to the employee's immediate supervisor. Where criminal charges are warranted and the employee chooses to file such charges, the District will support the employee.

B. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to assault and/or battery as defined by Washington State Law, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Workman's Compensation award or benefits. No part of such absence will be charged to annual or accumulated sick leave.

### **Assignment, Vacancy and Transfer**

Administration will take into account these non-prioritized criteria when making the assignments:

- Employee's qualifications shall include but not be limited to:
  - Certification/Education
  - Specialized Training

- Years of experience in a grade level or position
- Years of experience in the district
- The needs of the District as defined by the Board and the Administration.
- The wishes of the employee as expressed to the Administration.

Requests for assignment changes shall be made on or before April 1st each year. They shall be addressed to the Superintendent in writing and submitted to the District office. All requests shall be given consideration by the administration.

For openings which occur before June 1, a vacancy on the certificated staff shall be announced via e-mail to staff three (3) days before being advertised outside of the District.

For openings that occur on or after June 1, certificated employees shall be notified of an opening or vacancy through e-mail and the District website. These openings shall be posted inside and outside the district at the same time.

Employees must notify the District in writing of an interest in the position for consideration.

During school breaks, the District will notify all certificated employees via email or and the District website.

When an employee is involuntarily transferred to another assignment, either grade level or subject area, the employee will be compensated two (2) per diem days in order to prepare for new curriculum. If any employee is required to change room assignments for this, or any other reason, said employee will be compensated an additional per diem day.

### **Reassignment**

Employees interested in reassignments arising from vacancies shall notify the District in writing, of their interest, prior to the end of the contract year, for consideration for reassignment at the beginning of the next year.

The denial of an employee's request, for reassignment, shall be in writing, with an explanation of the reason(s) for denial.

An employee can be reassigned from his/her current position to a different position, if, in the view of the District, there is substantial and reasonable cause. The employee shall be informed, in writing, of the reasons for reassignment.

In the event the district chooses to reassign an employee for the next school year, the District shall inform the affected employee(s) no later than June 1. Changes in assignment and grade level shall be made according to the previously stated criteria.

In the event the District chooses to reassign an employee to a different grade level during the year, the reassignment shall be made at the end of the semester and the criteria used to make assignments, under this article, shall be applied.

When an employee is involuntarily transferred to another assignment, either grade level or subject area, the employee will be compensated two per diem days in order to prepare for new curriculum. If any employee is required to change room assignments for this, or any other reason, said employee will be compensated an additional per diem day.

### **Reduction in Force (RIF)**

When it becomes necessary to reduce staff, as determined by Board action, the following descending order of priority and criteria shall be used:

- A. First, the District shall determine the number of staff leaving for reasons of: retirement, normal resignations, leaves, discharge or nonrenewal, and that these vacancies, be filled with the existing staff insofar as possible.

B. Second, positions shall be filled by those fully certificated employees within the District, who are qualified as determined by the District, to meet the requirements of the reduced education program as adopted by the Board.

C. Finally, the fully certificated qualified employees, as determined by the District in Section B above, shall be considered for a particular assignment and selected based on their seniority in the State of Washington, and shall be determined by applying the following criteria in the sequence given:

1. Teaching experience in the Southside School District
2. Teaching experience in the State of Washington
3. Horizontal advancement on the salary schedule
4. A drawing by lot.

D. If the District staffing increases before the commencement of the school year for which employees were reduced, said employees will be recalled in order of seniority as laid out in section C.

### **Individual Employee Contract**

The District shall provide each employee a contract in conformity with Washington State Law, State Board of Education regulations, and this Agreement.

Individual contracts for employees of the District, if issued prior to the completion of negotiations, shall contain a rider allowing adjustments as per the negotiated Agreement.

Employee contracts will be issued by May 15. Individual contracts must be returned fifteen (15) calendar days or sooner after they are received (if mailed, postmark must be the 15<sup>th</sup> day or less after postmarked). If not returned by this time, the contract is invalid. These dates may be changed if mutually agreed upon.

The length of a signed employee contract shall be one hundred eighty (180) days. Four (4) additional enrichment days will be offered in the 2018-19 school year. (One (1) professional development, and three (3) additional enrichment Days of which the District will use two(2) for professional development and one day is employee directed) Two Professional Development Days may be provided by the state during the 2019-20 school year.

Employees will be allowed to leave school for the day once their student supervision responsibilities are finished on the following early release days (if scheduled as early release): Wednesday prior to Thanksgiving, last school day prior to December's Winter break, and last day of school. Employees must be completed with check-out procedures by the end of the working day, no later than three business days after the last student day of the regular school year unless administrative approval is granted for completion by another established date.

Employees will be paid according to the salary schedule in Appendix D.

### **Release from Contract**

An employee under contract shall be released from the obligations, of the contract, upon request under the following conditions:

1. A letter of resignation must be submitted to the superintendent's office.
2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
3. A release from contract shall be granted upon the teacher's request in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

4. Releases from contract not covered in items 2-3 will be granted if in the Superintendent's judgement, a qualified and acceptable replacement can be found.

### **Employee Work Year**

The employee work year shall consist of one hundred eighty (180) work days.

Four (4) additional enrichment days will be offered in the 2018-19 school year. (One (1) professional development, and three (3) additional enrichment Days of which the District will use two (2) for professional development and one day is employee directed) Two Professional Development Days may be provided by the state during the 2019-20 school year.

### **Calendar**

The calendar is the responsibility of the Board, the Administration. However, the employees have an interest in and knowledge, of the calendar, that needs to be taken into account in the development of the calendar. The following process will be followed:

A calendar committee will be formed each spring comprised of equal parts administration, certificated employees, classified employees, and one school board member to negotiate the following year's school calendar.

School calendar dates may be altered, in the event of school closure, due to weather conditions or other unforeseen circumstances. Recommendations will be sought from the Association prior to a Board decision with regard to any possible make-up days.

The decision of the Board shall be final.

### **Time and Responsibility**

Time and Responsibility are part of the professional salaries that will be provided to Association employees. Examples of activities that are included in the professional salaries are:

- Open House
- Winter and Spring Concerts
- Art/Science/Curriculum Fairs
- Fall and Spring Parent Conferences
- IEPs, 504s, and RTI meetings
- Classroom Preparation
- Start and end of school year planning and preparation
- Other events as determined by administration
- Parent involvement activities
- Parent education
- Collegial planning/study groups
- Tutoring students
- Curriculum preparation/development
- Attendance at professional conferences
- Course work, workshops, and conferences
- Developmental screening and district assessment
- Parent meetings/conferences outside of designated week
- Extended staff or committee meetings
- Other items associated with being an effective teacher.

## **Length of Work Day/Breaks**

Employees shall have a seven and one-half (7.5) hour workday which shall include a thirty (30) minute duty free lunch, and a thirty (30) minute period of time at the beginning and ending of the employee's workday. This time shall be exclusively used for consulting with parents, students, and the preparation of instructional materials and appropriate meetings as planned by the District.

## **Class Size**

The District agrees to make every effort to avoid exceeding the following standards for class size; except in traditional large group instruction and experimental classes where the Association has agreed, in writing, to exceed the standards set provided that the District has the physical and financial resources to correct such problems.

The inability of the District to comply with the following standards for class size, in any given instance, shall be reported to the Association with a list or explanation of substantive reasons why the District cannot comply.

Class size limits are: K=20, 1-2 =22, 3-4=24, 5-7=26 and the number of students in a multiage classroom cannot exceed the number of students in the straight grade classroom. Class sizes beyond these limits will be an irregularity and not the norm.

Compensation for classes over the limit is:

- 1-3 students over = \$ 25 per day
- 4-6 students over = 3.5 hours of aide time or \$30 per day
- 7-9 students over = full time aide or \$35 per day
- 10 or more students over = full time aide plus \$20 per day.

The choice between an EA or monetary compensation will be mutually agreed upon by the teacher and administration.

The Association agrees to pro-rating class size overloads based on the actual class enrollment and the number of minutes of teaching over the limit classes.

Aide time for oversize classes is separate from aide time designated for special needs students such as those with I.E.P.s, 504 plans, and Title services.

The Association agrees to pro-rating class size overloads based on the number of minutes teaching over the limit classes.

All specialists will receive the same over cap compensation as the general education teachers.

Both parties agree to a mutual re-opener as the State adds or decreases funding for class size limits.

## **Preparation Time**

All full-time employees shall have a minimum of 225 minutes of preparation time per week, exclusive of the duty free lunch period, the morning and afternoon recesses and the 30 minute periods before and after school, as defined in the Length of Work Day section of the contract, Preparation time will be adjusted proportionally, based on the total number of teaching hours in the week. During conference weeks or shortened weeks or days, preparation time will be adjusted proportionally to the total remaining instruction time. Finally, the District shall be in compliance with the Basic Education Act and the Washington State graduation requirements and subsequent relevant WAC's and statues.

Preparation time shall be used for instructional planning and preparation of educational and evaluation goals.

## **Salary Payment**

An employee's contracted salary will be prorated over twelve (12) equal payments. The first such payment is to be made on the last working day of September. The remaining checks shall be issued on the last working day of each month, October through August.

Employees shall receive the full amount of the cost of living adjustment as provided by Initiative 732 in addition to their regular salary placement.

## **Placement On Salary Schedule**

All employees shall be appropriately placed on the District salary schedule according to their experience and education; provided, however, all employed certificated staff will meet the following criteria found in 1 and 2 below regarding the granting of credit and experience.

1. **Years of Service:** Number of years of professional education employment prior to the current reporting year as recognized on the reporting District's current salary schedule.
2. **Education credits:** The degree level and hours earned after the degree at the highest placement level for each individual. Only credits which may be transferable or applicable to a degree program are acceptable.
3. For an employee whose highest degree is a master's degree, all academic and in-service credits earned in excess of forty-five, earned after the awarding or conferring of the bachelor's degree and prior to the awarding of the master's degree and all academic credits earned after the awarding or conferring of the master's degree shall be counted for salary placement.
4. **Clock Hours:** Clock hour training credits will be recognized for salary schedule placement. Clock hours taken within the last four years will be retroactively credited.

All employees shall verify their salary placement annually, and shall immediately report any discrepancy to their building principal or superintendent.

Credits earned by August 31 shall be considered for advancement on the salary schedule. All employees who have earned credits, for advancement on the salary schedule, shall file a formal statement, with the superintendent, by September 10 and an official college transcript must be received, by the District, prior to September 30.

## **Certificated Transportation Reimbursement**

When acting on assigned duties, by the superintendent or principal, travel expenses shall be reimbursed at the State rate per mile.

## **Certificated Staff Facilities**

The District will maintain, in each building, the following facilities and equipment for the use of employees:

- Space to store instructional materials and supplies for use in current assignment;
- A work area to aid in the preparation of instructional materials;
- A desk, chair, and locking filing cabinet or cupboard;
- An adequate part of the parking lot will be reserved for teacher parking during regular work hours.

Only the employee and the Principal, Superintendent, and/or Superintendent Designee with direct instructions will have access to the locked cabinet or cupboard.

## **Employee/Family Insurance**

The District shall make available to all certificated employees, who are at a minimum of .5 FTE, the following insurances:

Washington Dental Service Plan for full family coverage with orthodontia  
Employee Benefits Cooperative Vision Protection Plan with full family coverage.

Medical plans available shall be: PPO and a HMO option

The monies generated for insurance benefits, as provided by the State, by the certificated teachers employed a minimum of .5 FTE, will be placed in a pool from which all said employee's dental and vision premiums will be withdrawn first. Said employees will make known to the District, as soon as possible or prior to September 15<sup>th</sup> of each contract year, their individual choice of medical plan they wish to participate in for the contract year. Said premiums will be removed on a prorated basis until such time as all monies are removed from the pool. In the event residual monies are left in the pool after everyone's premiums have been withdrawn, employees may use such residual monies to cover the premiums for salary insurance, term life insurance, long term monies to cover the premiums for salary insurance, term life insurance, long term disability insurance. Optional insurances available to the certificated employees will be salary insurance, term life insurance, long term disability insurance, and cancer insurance. However, cancer insurance premiums may not be paid through the monies generated from the State in the insurance benefits of certificated employees.

The District will contribute \$750 per FTE employee for the year beyond the state allocation.

Certificated employees retiring from the District, after the conclusion of the 2000-01 contract year, will be afforded the opportunity to continue to participate in the District approved dental, vision, and medical plans provided the retiree provides the District with such funds as are necessary to cover the cost of the premiums prior to the end of each month preceding the month in which the coverage is desired. Said retirees shall not be a part of the pooling of insurance benefits of certificated employees.

## **Sick Leave/Personal Leave**

An Employee's medical history will remain confidential in compliance with HIPAA laws.

An employee holding a minimum of .5 FTE position will accrue personal leave and sick leave. Accumulation will be reflective of their FTE status and use of a 7.5 hour day.

An employee will accrue a total of two (2) personal leave days per school year and twelve (12) sick leave days per school year. Two (2) of the sick leave days can be flexible and converted to personal days.

An employee will accrue a total of two personal leave days per school year. Employees will be able to carry over two (2) personal leave days per year making it a total of four (4) personal leave days in a given year. In combination with flex days, a total of six (6) days can be accumulated.

An employee who does not use their personal leave during the school year may have the option of cashing out their personal leave days for that year at the substitute teacher rate of pay.

Unused Sick leave under this provision will accumulate.

Sick leave will be applied to absence caused by illness or injury of an employee. Sick leave can be used for medical, dental, or ocular appointments when absence during working hours. Sick leave may be used for illness or appointments for medical, dental, or ocular illness for dependents.

1. When an employee will be absent from work due to illness, he/she shall attempt to find a guest teacher and shall contact the superintendent or designee when the office opens on the first day of illness to inform district of absence and status of guest teacher. If the absence may be for consecutive days, the District should be notified by three (3) p.m. daily of their continued illness or return to work.

2. Following five (5) consecutive school days absence, an employee returning from any illness, may be required to submit a written statement from a regularly licensed physician which outlines the need for continued absence for medically approved reasons with an estimated return to work date and any parameters.
3. Leave for illness, injury and emergency (including childbirth) shall be deducted from accrued compensated (sick or personal) leave.
4. If a teacher is injured as the result of an assault by a student or parent, as verified by a licensed physician, time missed from work will not be deducted from their sick leave balance.
5. Upon returning to work the employee shall complete an employee absence form and sign their individual sick leave record form.

Sick leave is in the form of insurance, and is not deferred income due at a later date, nor is it to be construed as terminal leave.

Employees transferring from another Washington State School District shall provide a certificate of transfer of accumulated sick leave.

Personal leave days are to be used for personal business, household or family matters, which require absence during the school hours. Notification must be made to the employee's immediate supervisor for personal leave (except in the case of emergencies) and the such Employee will not be required to state the reason for taking such leave other than that he/she is taking it under this section. Notification of personal leave use shall be made at least 24 hours in advance and is dependent on the availability of substitute teachers.

### **Maternity/Paternity/Adoption Leave**

In cases of pregnancy, miscarriage, childbirth and recovery there from, the employee is eligible for leave as provided for in the illness/injury leave section. In requesting this leave, she shall normally give a written notice to the District of at least thirty (30) days prior to commencement of maternity leave and shall include a physician's statement as to the expected date of return to employment.

For maternity leave, the District shall provide additional leave of up to thirty (30) days without pay if required by a physician, and the employee has exhausted her leave for injury and illness. The employee must submit a release from her physician to the District prior to return to work.

An employee shall be eligible for Paternity/Adoption leave as provided for in the illness/injury leave section. In requesting this leave, s/he shall normally give a written notice to the District of at least thirty (30) days prior to commencement of paternity/adoption leave.

Maternity/paternity/adoption leave is deductible from the accumulated sick leave.

### **Emergency Leave**

Emergency leave may be taken, at the employee's discretion, due to a problem that has suddenly precipitated, or is unplanned and where preplanning could not take place, provided, however, that the employee shall give as much prior notification to the District administration (i.e., superintendent, principal) as is possible. Said emergency leave shall be deducted from the employee's total accrued days of illness/injury leave.

### **Sick Leave Cash In, Cash Out, and Donation**

The District shall provide sick leave cash out benefits as per WAC 392-136.

Per state allowances employees may cash in unused sick leave days for a given year above an accumulation of sixty (60) days at a rate of one (1) full day monetary compensation for 4 sick leave days.

Per 392-136, employees who are retiring from the district may cash out or transfer to VEBA as voted upon by the Association, up to 180 days at a rate of one (1) full day monetary compensation for four (4) sick leave days.

**392-136-075**

**School districts—Annual one hundred eighty-day limitation on accumulated sick leave balance for buy out purpose.**

The maximum accumulated sick leave balance for buyout purpose shall be controlled as follows:

(1) Commencing at midnight December 31, 1983 and on each midnight December 31 thereafter, and prior to the addition of sick leave earned for January, but after the transactions for sick leave earned and used for December and after reductions of sick leave balance due to conversion of sick leave during January, each employee of a school district shall be limited for sick leave buy out purpose to a maximum earned sick leave balance of one hundred eighty days on such date and time. This balance does not include any front end loaded or other days which may be posted for sick leave purpose but not earned for sick leave buy out purpose.

(2) Commencing on January 31, 1984 and on the end of each month thereafter there shall be added to the accumulated sick leave balance of each employee for sick leave buy out purpose sick leave earned during that month.

(3) Each employee whose sick leave balance for buy out purpose exceeds one hundred eighty days on midnight December 31, computed in accordance with the first paragraph of this section, shall lose days accumulated that are in excess of this maximum in January of each year if such employee fails to exercise the annual buy out option provided for in this chapter or if such employee's sick leave buy out balance exceeds this maximum for any other reason.

[Statutory Authority: RCW 28A.21.360 and 28A.58.096, WSR 84-04-034 (Order 84-2), § 392-136-075, filed 1/26/84.]

A full balance payment is to be made on the month after the last month of employment. The sick leave cash out may be used as an opener for reconsideration.

The Association will vote annually whether the payment will be put into a VEBA account or paid as cash out.

Employees have the right to donate sick leave in accordance with State statutes. Donated time counts as time used during the year given.

**Bereavement Leave**

1. Employees are eligible for up to five days of paid bereavement leave per occurrence occasioned by the death of an immediate relative/life partner. Immediate relatives are defined as follows: spouses/life partner, children, father, mother, father-in-law, mother-in-law, parents of life partner, brothers, sisters, brothers-in-law, sisters-in-law, siblings of life partner, grandparents, and spouses/life partner grandparents, and grandchildren associated with employee or spouse/life partner. Bereavement leave is non-deductible from sick leave. Leave is non-cumulative.

2. Employees are eligible for up to two days of bereavement leave annually occasioned by the death of a significant person in the employee's life. Bereavement leave is non-deductible from sick leave. Leave is non-cumulative.

3. Employees may use up to an additional 5 days of sick leave due to bereavement purposes. Sick leave used would be deducted from the employee's sick leave balance.

4. Any of the above leave options may be extended at the discretion of the District and will be deducted from the employee's sick leave balance.

5. An employee may use personal leave instead of sick leave, if available and preferred.

**Jury Duty**

Certificated employees are allowed to serve on jury duty without any loss of pay. If any jury fees are paid, that amount shall be refunded to the District (exclusive of mileage). The teacher shall inform the District when notification to serve on jury duty is received.

## **Leave Of Absence/Sabbatical**

A sabbatical leave of up to one (1) year without pay may be granted employees by the Board for the purpose of study, travel, or working in a professionally related field. Only one (1) sabbatical leave per year may be granted to employees covered under this agreement and will be made available on a first approved basis. Consideration will be given to the application date. Denial or approval will be put in writing with an opportunity to appeal within 10 days of refusal.

Leave of absence may be granted by the Board for the purpose of providing the employee time for recuperation and/or childcare.

An employee on either a leave of absence or sabbatical leave may continue with their dental, vision, and medical coverage through the District provided that they provide said funds for such to the District prior to the last working day of each month of the said leave. An employee, on leave of absence or sabbatical leave, will not be a part of the certificated employees pooling of insurance benefits.

A leave of absence or a sabbatical may be extended with Board approval.

A leave of absence or a sabbatical must be requested, in writing, by April 1, for the following school year. The request will then be submitted to the Board of Directors for their consideration.

## **Association Leave**

The president or designee of the Association shall be provided six (6) days of leave per year in accordance with the following criteria:

Leave time to be spent meeting or conferring with District representatives and/or in meetings designed to enhance the working relationship between the bargaining unit and the District shall not be deducted from Association. Such meetings shall be limited to collective bargaining, grievance adjudication or other mutually agreed upon labor management meetings.

Leave time must be requested by the Association for a specific purpose. The request must be made, in writing, stating the individual involved, to the superintendent, a minimum of five (5) working days before the leave is to take effect. Such leaves shall be without loss of pay to the employee. Association leaves shall not be unreasonably denied. The Association shall reimburse the District for the cost of the employee for the absence when a substitute is used.

## **Class Coverages**

Employees may be required to use their planning periods to supervise uncovered classes. Situations requiring coverage may include emergencies, substitute shortage, or when a teacher becomes ill at school.

If volunteers are not available, employees can be assigned additional coverages. The employer will attempt to equalize the assignment of substitute duties.

The rate of pay for teacher adjustment of planning time for all class coverage is \$30 per hour, prorated by teaching minutes for each 15 minutes of time used. Arrangement for class coverages for pay shall be made only with prior knowledge and consent of the administrator. This does not include teachers covering for one another for agreed coverages such as for field trips, extra-curricular or curricular events, etc. All coverages must have administrative approval.

## **Student Discipline**

The certificated employee is an educational professional who has an affirmative responsibility to implement and maintain effective discipline as required by Board Policy. In the maintenance of a sound-learning environment, the District shall expect acceptable behavior, on the part of all students, who attend schools in the District. Discipline shall be enforced

fairly and consistently. The Board and the superintendent shall support and uphold teachers, in their efforts to maintain discipline in the District, so long as these actions are consistent with WAC 180.40.205 through .275 as well as \*RCW 28A.600.020 (2), and shall give immediate response to all teachers' requests regarding discipline problems, provided the teachers have followed established District policy.

The teacher may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations.

In all serious student discipline cases prior to the student being readmitted to the classroom, there shall be held a conference between the affected employee and his/her principal/superintendent.

\*RCW 28A.600.020 (2)

Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher must first attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.

### **Retirement/Resignation Stipend**

The retirement/resignation stipend supports the employee who is departing and notifies the District in a timely manner for either retirement or resignation purposes. The District agrees to pay an employee who officially notifies the district by February 1st of their intent to leave the district at the conclusion of the given school year as follows based on their years of service to the Southside School District:

- 1-5 years \$500
- 6-10 years \$750
- 11-15 years \$1000
- 16 or more years \$1500

### **Work Station Visitation**

The District will make a reasonable effort to afford an opportunity for the teacher to confer with the classroom visitor before and/or after the visitation.

All unannounced visitors shall be reported to the principal's office.

Requests from parents or others to take students from classes must be authorized by the superintendent or his/her designee.

### **Academic Freedom**

No special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning branches of learning provided that the employee adheres to the curriculum rules and written policy established by the District.

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

No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis by means of which a person shall be able to listen to or record the procedures in any class without the employee's knowledge and written permission.

As a vital component of academic freedom, teachers shall be primarily responsible for decisions regarding the methods and materials used for the instruction of students: provided, however, that such decisions are in keeping with curriculum guidelines, state and national standards, and written policy established by the District.

### **Staff Development and Training**

Effective staff development is necessary in providing continuing opportunities for employees. To that end the District may, from time to time, authorize employee development activities such as classroom observation or visitation, employee workshops and educational meetings.

Release time, with substitute provided, of up to two (2) days, will be made available upon prior approval, of the building administrator, to any employee who wishes to observe another classroom or attend a meeting, workshop, or conference. Where additional staff development opportunities are available, the administration may grant additional time at its discretion, to a staff member. The employee(s) will present a brief report at the next staff meeting.

### **Professional Growth Incentive**

A maximum of five hundred dollars (\$500) per contract year will be allocated to each certificated employee to take college coursework or training (workshops, in-service related to PGO, new teacher certification, etc). Courses of study must relate to the teacher's ability to provide a quality, well rounded education to his/her students, but need not be limited to that teacher's specific endorsements. The employee request will be put in writing with the rationale for the professional development. Professional development course work needs to be approved in advance by the Superintendent. If the superintendent denies funding, the reasons for denial will be put in writing for the employee.

### **Instructional Materials Allocation**

Each certificated staff member may spend up to \$250 for classroom items for educational purposes. Staff members may order through the district office or submit required documents for reimbursement.

District purchase order procedures must be followed. The District will be responsible for the tracking of all instructional expenditures. The district shall make the final determination of the availability of such funds.

Staff members will complete a requisition form for prior administrative approval. In addition, grade level teams (K-2; 3-4; 5-6-7) shall develop an annual plan for a "grade level team" budget allocated at the rate of \$250 per team member. The money shall be used to purchase instructional supplies and/or materials directly related to the district's program of instruction and the essential learning requirements. If teams determine that the annual plan needs adjustment to meet the needs of the classroom they will first meet with the Superintendent prior to any purchases.

### **Curriculum Adoption Committee**

A committee shall be formed as needed consisting of teachers, the administration and other representatives required by statute to examine, evaluate and make recommendations concerning the purchase of new curriculum materials and receive input from the community. All certificated employees shall be invited to participate in any and all curriculum/instructional committees organized by the District.

### **New Employee Orientation**

In the event the District hires a new teacher(s) the District will have a new teacher orientation. The Association Leadership shall be notified in advance via phone or e-mail, and invited to participate in the orientation. The Association shall be given at least 30 minutes during contracted time to meet with new staff. Employees will be compensated by the District for their attendance during this time.

## Evaluation Procedure

### Section 1 – Introduction

Employees shall be evaluated each school year in accordance with the procedures and criteria set forth herein. For the purpose of evaluation, employees shall be observed in the performance of their primary work responsibilities and assignments. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

Evaluations required or permitted hereunder shall be documented on the evaluation form or program utilizing the state required criteria, the board approved framework, and the eVal or similar program for documentation. This will be in place unless a change is legislated or it is mutually agreed upon by the Southside Education Association and the Southside School District.

### Section 2 – Comprehensive Evaluation

The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every four (4) years. During subsequent years, teachers will be evaluated on a Focused evaluation unless a comprehensive is requested by administration or the teacher.

#### Notification:

The teacher will be notified by the 30<sup>th</sup> day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. The evaluation process and program for documenting the evaluation will be reviewed at the onset of each school year at a staff meeting. Additional meetings to support the process may be held throughout the school year.

#### Student Growth Goal Setting and Data Reporting:

The teacher who is on a Comprehensive evaluation will select a student growth goal for 3.1, 6.1, and 8.1. These goals shall be developed with input from the evaluator and may be interrelated. This will be completed by November 1<sup>st</sup>.

Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score. The measurements used shall be recommended by the teacher in consultation with their immediate supervisor.

Student Growth Data will be reported to the evaluating administrator with mid-year progress and a final report by May 1<sup>st</sup>.

#### Pre-Observation Communication:

Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his or her lesson with his or her evaluator.

#### Observations:

The total annual observation time must be at least sixty (60) minutes.

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

#### Post-Observation Communication:

Following each observation or series of observations, the evaluator will document and share the results of the observation in writing. The teacher may request a meeting to review the observation report if desired.

Each classroom teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time during the observation process.

If a teacher is at risk of being rated Basic or below, the evaluator must schedule a time to meet with the teacher after the observation(s) to review concerns.

#### Final Summative Communication:

The evaluator will submit to the teacher a copy of the final evaluation no later than June 1<sup>st</sup>. Either party may request a meeting to review the evaluation.

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

### **Section 3: Focused Evaluation**

The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated as described below. A teacher must complete a Comprehensive evaluation once every four (4) years. In subsequent years, teachers will be evaluated on a Focused evaluation unless a comprehensive is requested by the teacher or supervisor.

Reflecting the new language of WAC 392-191A-120, a summative score is assigned using the summative score of the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

#### Notification:

The teacher will be notified by the 30<sup>th</sup> day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process by a TPEP trained evaluator. The evaluation process and program for documenting the evaluation will be reviewed at the onset of each school year at a staff meeting. Additional meetings to support the process may be held throughout the school year.

#### Student Growth Goal Setting and Data Reporting:

When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth components within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth components in either 3 or 6 (3.1, 6.1). Student Growth Goals and resources used shall be recommended by the teacher in consultation with their immediate supervisor. This will be completed by November 1<sup>st</sup>.

Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score. The measurements used shall be recommended by the teacher in consultation with their immediate supervisor.

Student Growth Data will be reported to the evaluating administrator with mid-year progress and a final report by May 1<sup>st</sup>.

#### Pre-Observation Communication:

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

#### Observations:

The total annual observation time must be at least sixty (60) minutes.

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

#### Post-Observation Communication:

Following each observation or series of observations, the evaluator will document and share the results of the observation in writing. The teacher may request a meeting to review the observation report if desired.

Each classroom teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time during the observation process.

If a teacher is at risk of being rated Basic or below, the evaluator must schedule a time to meet with the teacher after the observation(s) to review concerns.

#### Final Summative Communication:

The evaluator will submit to the teacher a copy of the final evaluation no later than June 1<sup>st</sup>. Either party may request a meeting to review the evaluation.

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

#### **Section 4: State Criteria and Scoring**

##### State Evaluation Criteria:

Criterion 1 – Centering instruction on high expectations for student achievement.

Criterion 2 – Demonstrating effective teaching practices.

Criterion 3 – Recognizing individual student learning needs and developing strategies to address those needs.

Criterion 4 – Providing clear and intentional focus on subject matter content and curriculum.

Criterion 5 – Fostering and managing a safe, positive learning environment.

Criterion 6 – Using multiple data elements to modify instruction and improve student learning.

Criterion 7 – Communicating and collaborating with parents and the school community.

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

##### Summative Performance Rating for Comprehensive Evaluation

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

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

##### Student Growth Impact Rating

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

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

5 – 12	13 – 17	18 – 20
Low	Average	High

##### Impact of Low Student Growth Score

A student growth score of “1” in any of the student growth rubrics (3.1, 3.2, 6.1, 6.2., 8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

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

## Student Growth Inquiry

If a teacher receives a low student growth score they must engage in at least one of following activities:

- Triangulate student growth measures with other evidence and additional levels of student growth based on classroom, school, district and state-based tools; and/or
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment; and/or
- Schedule monthly conferences with the teacher to discuss/revise goals, progress toward meeting goals, and best practices; and/or create and implement a professional development plan to address student growth areas.

## **Section 5: Support for Basic and Unsatisfactory**

When a teacher is at risk of being judged Basic or Unsatisfactory additional support shall be provided to support his/her professional development.

## **Section 6: Probation**

At any time after October 15<sup>th</sup>, the work of a continuing employee is judged to be unsatisfactory, the employee shall be notified in writing of the specific areas of deficiencies along with written program for improvement.

A probationary period of sixty (60) school days shall be established for teachers deemed unsatisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year.

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent.

During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one (1) additional certificated person who may not be a member of this bargaining unit, to evaluate the probation employee and to assist that employee in improving the identified areas of deficiency. Such additional certificated person who shall not be a member of this bargaining unit, shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

The probation employee may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program. Lack of necessary improvement shall be specifically documented in writing with notification to the probation employee and shall constitute grounds for a finding of probable cause under RCW 28A.405.210 or 28A.405.300, as now or hereafter amended. If the probationary period does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the district may place the employee in an alternative assignment or on paid administrative leave for the remainder of the school year.

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

## **Section 7: Provisional Employees**

### [RCW 28A.405.220](#)

Conditions and contracts of employment—Nonrenewal of provisional employees—Notice—Procedure.

(1) Notwithstanding the provisions of RCW [28A.405.210](#), every person employed by a school district in a teaching or other nonsupervisory certificated position shall be subject to nonrenewal of employment contract as provided in this section during the first three years of employment by such district, unless: (a) The employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of employment with the new district; or (b) the employee has received an evaluation rating below level 2 on the four-level rating system established under RCW [28A.405.100](#) during the third year

of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level 2 rating; or (c) the school district superintendent may make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment by the district. Employees as defined in this section shall hereinafter be referred to as "provisional employees."

(2) In the event the superintendent of the school district determines that the employment contract of any provisional employee should not be renewed by the district for the next ensuing term such provisional employee shall be notified thereof in writing on or before May 15th preceding the commencement of such school term, or if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, then notification shall be no later than June 15th, which notification shall state the reason or reasons for such determination. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein. The determination of the superintendent shall be subject to the evaluation requirements of RCW [28A.405.100](#).

(3) Every such provisional employee so notified, at his or her request made in writing and filed with the superintendent of the district within ten days after receiving such notice, shall be given the opportunity to meet informally with the superintendent for the purpose of requesting the superintendent to reconsider his or her decision. Such meeting shall be held no later than ten days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three days prior thereto. At such meeting the provisional employee shall be given the opportunity to refute any facts upon which the superintendent's determination was based and to make any argument in support of his or her request for reconsideration.

(4) Within ten days following the meeting with the provisional employee, the superintendent shall either reinstate the provisional employee or shall submit to the school district board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be nonrenewed and stating the reason or reasons therefor. A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the board of directors. In taking action upon the recommendation of the superintendent, the board of directors shall consider any written communication which the provisional employee may file with the secretary of the board at any time prior to that meeting.

(5) The board of directors shall notify the provisional employee in writing of its final decision within ten days following the meeting at which the superintendent's recommendation was considered. The decision of the board of directors to nonrenew the contract of a provisional employee shall be final and not subject to appeal.

(6) This section applies to any person employed by a school district in a teaching or other nonsupervisory certificated position after June 25, 1976. This section provides the exclusive means for nonrenewing the employment contract of a provisional employee and no other provision of law shall be applicable thereto, including, without limitation, RCW [28A.405.210](#) and chapter [28A.645](#) RCW.

## Section 8: Definitions

1. Artifacts shall mean any products generated, developed or used by a certificated teacher, or used during the evaluation process. Artifacts do not have to be created specifically for the evaluation system. Additionally, tools or forms, such as observation notes, used in the evaluation process may be considered as artifacts.
2. Component shall mean the sub-section of each criterion of the Cell 5D+ Framework.
3. Criterion shall mean one of the eight (8) state defined categories to be scored ([WAC 392-191-006](#))
4. Evaluation" shall mean the ongoing process of identifying, gathering and using information to improve professional performance, assess total job effectiveness, and make personnel decisions.
5. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.
6. Evidence" means observed practice, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. It should be gathered from the normal course of employment. Input from anonymous sources shall not be used.
7. Not Satisfactory shall mean:
  - a. Level 1: Unsatisfactory—Receiving a summative score of 1 is not considered satisfactory performance for all teachers
  - b. Level 2: Basic—If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of two (2) has been received two (2) years in a row or two (2) years within a consecutive three (3) year period, the teacher is not considered performing at a satisfactory level.
8. "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section.
9. Student Growth shall mean the change in student achievement between two points in time within the current school year, as mutually determined by the teacher and evaluator. Student growth data" means relevant multiple measures that can include formative and summative classroom-based, school-based, school district-based, and state-based tools.

## **Grievance Procedures**

### Section 1 – Definitions

1.1 A “grievant” shall mean the Association or an employee or group of employees included in the bargaining unit represented by the Association.

1.2 A “grievance” is any claim of an alleged violation, misinterpretation or misapplication of the terms of this agreement.

1.3 “Days” shall mean bargaining unit work days, except as otherwise indicated. The number of days provided in each step shall be considered as maximum. Grievances filed after the end of the employee’s work year shall be processed using district business days.

1.4 Timelines may be extended by mutual written agreement of the parties. If the Association fails to meet a required timeline, the grievance will be considered to be withdrawn. If the District fails to meet a required timeline, the Association shall advance the grievance to the next step.

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

### Section 2 - Representation

2.1 A grievant may elect self-representation or be represented by an Association selected representative. However, the Association has the exclusive right to determine representation at Arbitration. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2.2 The Association shall be notified in writing as to the disposition of any grievance and the disposition shall not be inconsistent with the terms of this Agreement.

### Section 3 – Procedure

1. By mutual written agreement, any step of this grievance procedure may be bypassed.

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

3. When the investigation or processing of any grievance requires employees or Association representatives to be absent from their assignment, they shall be released without loss of pay or benefits.

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

5. The Board and Administration shall cooperate with the Association in its investigation of any grievance and will furnish the Association such information as is required for the investigation and processing of any grievance.

6. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant(s).

### Step 1 – Informal Meeting

Within 30 days of learning of an alleged grievance, the grievant shall schedule a meeting to discuss the complaint with the full or part time principal. Every effort will be made to resolve the grievance at this level. In the event the District does not employ a full or part time principal, the grievance shall be presented to the Superintendent.

### Step 2 – Superintendent Level

If no settlement is reached in Step 1, the grievance shall be reduced to writing and presented to the Superintendent within ten (10) days following the Step 1 meeting. The Superintendent shall arrange for a hearing to take place within ten (10) days following the receipt of the request for the hearing. The parties of interest will have the right to include all facts and witnesses as deemed necessary and pertinent to the grievance. Upon the conclusion of the hearing the District will have ten (10) days to provide the Association with a written decision and the response shall include the reasons upon which the decision was based.

### Step 3 – Optional Grievance Mediation

If no settlement is reached in Step 2, within ten (10) days upon receipt of the Superintendent's decision, the parties may mutually agree to grievance mediation. If the parties agree to mediation, they shall attempt to agree on a mediator. The mediator will have the authority to meet separately with either party, but will not have the authority to compel resolution of the grievance.

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

Proceedings shall be informal in nature.

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

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

### Step 4 – Board of Directors

If no settlement is reached in Step 3 or Step 2, whichever is applicable, within ten (10) days the Association can request a hearing before the School Board. The hearing will be in closed session during the next Board meeting following the mediation or Step 2 if mediation could not be agreed upon.

The Board will issue their written decision within ten (10) days of the hearing.

### Step 5 – Binding Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition to the Board.

**Arbitration Costs** - The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

**Jurisdiction of the Arbitrator** - The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall confine their inquiry and decision to the specific area of the contract as cited in the grievance form.

## **Work Stoppage and Lockouts**

The Association agrees that during the term of this Agreement, it will not cause or encourage its members to engage in any strike or other work stoppage. The District agrees it will not lock out its Employees.

## **Southside Extra-Curricular**

The District supports extracurricular opportunities for students, and it believes the extra-curricular activities offered should include input from the students and their families, staff, and administration and should be reviewed annually by the District. The district will set aside \$15,000 for extra-curricular activities. Input from students, their families, and staff will be gathered annually through a survey process for consideration in determining positions for extra-curricular activities offered. The District will be responsible for determining offerings by June 1 for the next school year.

A pay schedule based on staff responsibility, number of days with students, number of students involved, when the support is given, and years of Southside District experience with the specific activity:

See Extra Curricular Activity Pay Schedule in Appendix E.

The positions will be filled by Southside employees, certificated or classified, if staff members are interested. All extra-curricular positions are non-continuous and will be offered and filled on a year by year basis. Any positions not filled at the end of the school year will be presented as available in the fall.

Considerations for filling the positions will include:

- Experience/training in activity

- Commitment to using positive motivational methods of working with students and families

- Spreading out opportunities to all qualified employees

The District will be responsible for evaluating the performance of the extra-curricular personnel and making a recommendation for rehire consideration based on the job performance in the activity.

Employees who are selected to perform extra-curricular, non-teaching duties will be compensated by individual supplemental contract provisions. Amounts will be determined by the District each year with consideration of

compensation from previous years. Year-long activities will be paid in three payments throughout the year; seasonal or shorterterm activities will be paid at the end of the month following the completion of the extra-curricular activity.

The district reserves the right to offer additional opportunities provided by the community or classified staff, such as the “Old Time Fiddlers.”

The superintendent will determine the need, affordability, and selection of teacher leadership roles in the areas of mentorship, assessment, staff development planning and facilitation, technology, assembly coordination, etc.

## **Embodiment**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, for the life of this Agreement, each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any matter not specifically referred to, or not settled, during the course of these negotiations.

**Term of Agreement**

This Agreement shall be effective as September 1, 2018, and shall remain in full force and effect August 31, 2020.\* Either party shall notify the other party by April 1, of any contract expiration year of its intent to bargain a successor agreement. In the event that such notice is given, negotiations shall begin no later than sixty calendar days prior to the expiration of this contract. This Agreement shall remain in full force, and be effective during the period of negotiations and until Notice of Termination of the Agreement is provided to the other party in a manner set forth in the following paragraph.

This salary schedule will be increased by the Implicit Price Deflator (IPD) or 3%, whichever is greater, for the 2019-20 contract year contingent upon adequate reserves and funding available. If the district believes that this proposal will not be feasible, the financial package will be opened for negotiations.

**SIGNATURES**

In witness hereof, the parties herein, have entered into this agreement, this 6<sup>th</sup> day of September 2018.

Southside Education Association

Southside School District Board

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Secretary to the Board of Directors/Superintendent

\_\_\_\_\_

**Appendix A**

**Request for Professional Growth Incentive Payment**

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

To: Southside School District No. 042

From: \_\_\_\_\_

I hereby apply for payment of \$\_\_\_\_\_ incentive grant money (\$500.00 maximum) for completion of the following class(es)

Course Title(s) # \_\_\_\_\_

Course Title(s) # \_\_\_\_\_

Course Title(s) # \_\_\_\_\_

Institution \_\_\_\_\_  
\_\_\_\_\_

Fee(s) \_\_\_\_\_

The following criteria have been met:

The above credits and/or training:

1. Have been obtained from an accredited college or university or OSPI approved in-service provider;
2. Have been earned after the awarding of my highest degree;
3. Official transcripts/records have been requested to be sent.

\_\_\_\_\_  
*(Employee's Signature)*

**Appendix B**

**Payroll Deduction or Revocation Authorization**

I hereby declare that I am a member of the \_\_\_\_\_  
and I hereby voluntarily assign \_\_\_\_\_ from my wages earned or to be earned by me,  
as your employee, regular membership dues for the \_\_\_\_\_  
as the President of the \_\_\_\_\_ may certify as due and owing by me.

I authorize and direct you to deduct such amounts from my pay to remit the same to the  
\_\_\_\_\_ in such manner as may be agreed upon between you and  
the \_\_\_\_\_ while this authorization is in effect.

Employees who wish to revoke this deduction authorization may do so upon written notice to the District and the Association. The revocation may be made between August 1 and August 31, or the beginning of the following school year, whichever is sooner.

I hereby revoke the Dues Deduction Authorization which I submitted on \_\_\_\_\_  
\_\_\_\_\_. This revocation is to be effective thirty (30) days from today's date  
or as soon thereafter as the business office can effect the change.

Employee's Name (Printed) \_\_\_\_\_

Employee's Address \_\_\_\_\_  
\_\_\_\_\_

Employee's Social Security Number \_\_\_\_\_

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

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

Date Delivered to Employer \_\_\_\_\_

## Appendix C

### **OSPI State 8 Criteria**

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

**Criterion 2:** Demonstrating effective teaching practices.

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

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

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

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

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

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

**See OSPI website if further descriptions are needed.**

**Appendix D**  
**Southside Salary Schedule**  
**2018-19**

18-19 Base Salary Schedule Education = 2.9%, Experience = 3.0%								
Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA 90/Ph.D.
0	43,750	45,019	46,324	47,668	49,050	50,473	51,936	53,442
1	45,063	46,369	47,714	49,098	50,522	51,987	53,494	55,046
2	46,414	47,760	49,145	50,571	52,037	53,546	55,099	56,697
3	47,807	49,193	50,620	52,088	53,598	55,153	56,752	58,398
4	49,241	50,669	52,138	53,650	55,206	56,807	58,455	60,150
5	50,718	52,189	53,703	55,260	56,862	58,511	60,208	61,954
6	52,240	53,755	55,314	56,918	58,568	60,267	62,015	63,813
7	53,807	55,367	56,973	58,625	60,325	62,075	63,875	65,727
8	55,421	57,028	58,682	60,384	62,135	63,937	65,791	67,699
9	57,084	58,739	60,443	62,196	63,999	65,855	67,765	69,730
10		60,501	62,256	64,061	65,919	67,831	69,798	71,822
11			64,124	65,983	67,897	69,866	71,892	73,977
12				67,963	69,934	71,962	74,049	76,196
13				70,002	72,032	74,121	76,270	78,482
14					74,193	76,344	78,558	80,836
15					76,418	78,635	80,915	83,261
16 or more					78,711	80,994	83,342	85,759
16 Southside Years = 1500.00 Longevity Annually 4 Enrichment Days beginning 2018-19 school year 1 Professional Development Day 3 Enrichment Days of which the District may use 2 for Professional Development 2 Professional Development Days Provided by the state for the 2019-20 school year								

**Appendix E**  
**Southside School District Extra Curricular Activity Pay Schedule**

Pay amount table

<b>Number of Days Spent on Extra Curricular Activity</b>	<b>5-10</b>	<b>11-20</b>	<b>21-40</b>	<b>41+</b>
	150	200	250	300
<b>Number of Students in Extra Curricular Activity</b>	<b>5-10</b>	<b>11-20</b>	<b>21-40</b>	<b>41+</b>
	150	200	250	300
<b>Responsibility/High Profile Extra Curricular Activity</b>	<b>Average</b>	<b>Above Avg.</b>		
	X 1	X 2		

<b>Possible Extra Curricular Activity Offerings</b>	<b>Days</b>	<b>Students</b>	<b>Responsibility</b>	<b>Pay</b>
ASB Advisor	300	300	2	1200
Band	150	200	1	350
Field Day Coordinator	150	300	1	450
Hi Cap Coordinator	300	300	2	1200
Intramural Sports	150	200	1	350
Lego Club	250	250	1	500
Mayday Court/Parade Coordinator	200	150	1	350
Promotion Coordinator	150	200	1	350
Science Club	250	250	1	500
Spring Choir	250	250	1	500
Spring/Mayday Concert	250	300	2	1100
Talent Show	150	250	1	400
Track	250	250	1	500
Winter Choir	250	250	1	500
Winter Concert	250	300	2	1100
Yearbook Advisor	300	300	2	1200
Additional clubs may be added with district approval and the Association will be notified.				

<b>Possible Non curricular stipends</b>				
Safety /Security Coordinator				1200
Security/Facilities Responder				500
Staff Tech Support				1000

<b>Experience Stipend</b>				
<b>Years advising in position</b>				<b>Amount</b>
3-5				50
6-8				75
9-11				100
12-14				125
15 or more				150

<b>Beyond school calendar (Saturday, Summer)</b>				<b>Amount</b>
Per Extra Activity with Kids				50

