

Collective Bargaining Agreement

between the

Shelton Education Association

and

Shelton School District No. 309

September 1, 2023 - August 31, 2026

Shelton Education Association and Shelton School District #309 2023-2026 Agreement

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PREAMBLE

The agreement is made and entered into by and between the Shelton School District No. 309 Board of Directors, hereinafter called the "District", and the Shelton Education Association, hereinafter called the "Association", pursuant to RCW Ch. 41.59.

ARTICLE I - CONTRACT ADMINISTRATION

Section 1 – Recognition

- 1.1 The Board of Directors recognizes the Shelton Education Association, an affiliate of the Washington Education Association, and the National Education Association as the duly elected body and exclusive bargaining representative for all certificated personnel employed, or to be employed, by the Board with the exception of the Chief Administrative Officer, Administrators, and all other personnel as defined in Section 3 of the Educational Employment Relations Act, or through future laws and/or legal interpretations as may occur.

Section 2 – Definitions

- 2.1 The term "employee" and "educational employee" shall mean all full-time or part-time regularly employed certificated, contracted personnel of the District represented by the Association in the bargaining unit as defined in Section A of this Article.
- 2.2 The term "represented substitute" shall mean an OSPI certified person who is temporarily employed by the District for a period in excess of twenty (20) consecutive work days or for more than thirty (30) non-consecutive days of work within the current school year to substitute for an employee when that person is absent from his/her regular assignment. The District recognizes the Association as the exclusive bargaining representative for all represented substitutes. The only provisions of this agreement applicable to represented substitutes are: Article I, Sections 1, 2, 3, 4, and 5; Article III, Sections 1, 2, 3, 4, and 5; Article IV, Sections 1 and 2; Article V, Sections 1, 2, and 3; Article VII, Sections 3 and 4; and Article XII. In addition, whenever an absent employee ceases to be covered by District paid health insurance, the represented substitute working in the absent employee's position for more than 20 consecutive work days shall receive an insurance allocation under Article XIII, Section 2, equal to the monthly amount that the absent employee was using from the insurance pool. Also in addition, the Association may grieve any District action believed to violate a specific term of this agreement as the District applied it to a represented substitute.
- 2.3 The term "non-represented substitute" shall mean an OSPI certified person who's temporarily employed by the District less than the minimum requirements to become a represented substitute during a school year. Casual substitutes are not represented by the Association.
- 2.4 The unqualified term "substitute" shall mean either a represented substitute or a non-represented substitute, depending upon the individual doing the work as a substitute for an employee.
- 2.5 **“Good faith effort,” where used in this Agreement, means focused efforts to produce desired or required results by deliberate action.**

Section 3 -- Conformity to Law

- 3.1 The District and the Association agree that this contract shall be binding on both parties except that if any section or provision is, or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this contract shall not be affected thereby and the District and the Association shall enter into immediate negotiations for the purpose of arriving at a satisfactory replacement of the specific section(s) or provision(s).

Section 4 -- Distribution of Agreement

- 4.1 Generally within five (5) workdays, but not later than 10 work days following ratification of this agreement by the Board, the District shall post online a copy of this contract. In addition, the Association will receive additional copies as requested. The cost of said additional copies of the Agreement shall be paid for by the Association. The link to the online posting will be published in the payroll/new employee packet for Employees new to Shelton School District.

Section 5 -- Agreement Supersedes Policy

- 5.1 This agreement shall supersede all written policies which are contrary to its terms.

Section 6 -- Maintenance of Contract

- 6.1 Upon request by either party, the Association officials and District administrators shall meet to discuss school issues relating to interpretation or compliance with its Collective Bargaining Agreement or other working conditions. When a request is made, the meeting shall be held within two working days or at a mutually agreed upon time.

Section 7 -- No Strike, No Lockout Clause

- 7.1 The District and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The District agrees it will not lock out any or all of its employees during the term of this agreement and the Association agree that there will be no strikes or slowdowns during the term of this agreement.

Section 8 -- Joint Legislative Committee

- 8.1 The Association and the District may form a joint legislative committee. The committee may be released to form a delegation of employees to advise the legislature on educational issues impacting the District. This release time will not come from release time for Association business.

ARTICLE II - ASSOCIATION RIGHTS

Section 1 – Dues Deduction

- 1.1 **Dues Deduction:** The Association which is the legally recognized exclusive bargaining representative of the employees as described in the “Recognition” clause of this Collective Bargaining Agreement shall have the right to payroll deduction of membership dues, assessments and fees for employees represented by this bargaining agreement. By August 25th or as soon as available each school year, the Association shall give the District written notice of the dollar amounts for membership dues and representation fees to be deducted during the school year under payroll deduction. Changes to the deduction amounts shall require a minimum of thirty (30) days written notice. Dues deductions / representation fees shall be withheld in twelve (12) equal monthly installments for returning employees and ten (10) equal monthly installments for new employees. Dues deductions / representation fees shall be prorated for employees hired after the start of the school year or those who terminate employment prior to the end of the school year. The District shall transmit all dues and fees deducted to the Association on a monthly basis and shall inform the Association of new hires as soon as possible but no later than 30 days from the date of hire.
- 1.2 **Membership Deduction:** Membership enrollment forms will be provided to each new employee at the time of hire. Membership deduction shall remain in effect from year to year, unless the employee informs the Washington Education Association in writing of the desire to withdraw or change membership status. In the event an Association member is granted a leave of absence without pay, the authorization shall be temporarily suspended, and reactivated upon the employee’s return to work following the leave of absence.
- 1.3 The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses that arise out of any action taken or not taken by the District in implementation of this section.

Section 2 – Access Rights

- 2.1 Duly authorized representatives of the Association and their respective affiliates, in accordance with building and district security procedures, shall be permitted to transact official Association business on school property at all reasonable times, provided there is no interference with or interruption of employee responsibilities or normal school operations.
- 2.2 **Communication Systems:** The Association shall have the right to use District communication systems (i.e. phones, mailboxes, e-mail, and bulletin boards) to circulate information to bargaining unit members. Permission of the District and the Association shall be required prior to allowing outside labor organizations to use district communication systems for the purpose of communicating with bargaining unit members
- 2.3 The District and District committees will attempt to avoid scheduling meetings before school on the first Thursday of every month to allow employees to attend regularly scheduled Association

meetings.

Section 3 -- Release Time for Association Business

- 3.1 The District will allow release time for Association related professional business. This includes, but is not limited to, president-elect workshops, WEA rep assemblies, special training workshops, conferences, national or state Association business, or other business mutually agreed to by both parties. A maximum of forty-five (45) total release days per school year will be available to the Association provided that no more than five (5) employees use this leave in one day. Requests for Association leave must be made in writing by the Association president to the supervisor of the individual requesting the release time and approved by the superintendent at least two (2) days prior to its intended use, whenever possible. Thirty (30) of the forty-five (45) days are to be exclusively for the use of the president of the Association and will be used at an average of one day per week during the school year. The Association will pay the cost of the substitute(s) to the District within twenty (20) days of the release time.

Section 4 – Orientation Programs

- 4.1. The Association shall be given 30 minutes at the start, or other mutually agreed upon time of the All Staff gathering to present the new CBA and other Association programs to all employees within the bargaining unit. The 30 minutes shall be considered Association time; employees will not be compensated by the District for their attendance during this time.

Access to New Employees: The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

Section 5 – Availability of Information

- 5.1 The District shall furnish at no cost to the Association at each regular School Board meeting a Board meeting agenda and any monthly report showing income and expenditures of the District as provided to the Board. A copy of each meeting's official minutes will be provided to the Association at no cost the day following their adoption. A copy of the District's annual budget (F-195) and annual financial report (F-196) will be provided the Association at no cost when they are available.
- 5.2 Material necessary for negotiations shall be furnished the Association at no cost. This includes (1) items for figuring economic provisions such as salary placement, length of service, educational qualifications, fringe benefits coverage, extra duty assignments and pay, and extended contracts and (2) material for establishing reduction in force lists.

5.3 Specific information required by the Association for a specific Association grievance over the meaning or interpretation of the contract (agreement) shall be made available at cost as permitted under State and Federal law and regulation. If the Association grievance shall affect any individual, such information will only be released with the signed agreement of the individual. Personnel information required for an individual employee's grievances shall be made available at cost as permitted under State and Federal laws and regulations, provided that a signed authorization is submitted by the employee(s) involved releasing their information to the employee.

ARTICLE III - EMPLOYEE RIGHTS

Section 1 – Non-Discrimination Clause

- 1.1 **Non-Discrimination:** There shall be no discipline or discrimination against any employee by reason of age, gender, sexual orientation, marital status, race, creed, religion, color, national origin, domicile, military status, political activity or lack thereof, private life that does not affect work performance; or the presence of any sensory, mental or physical disability unless based upon a bona fide occupational qualification. The District and the Association will adhere to the requirements of the State and Federal laws.

Section 2 – Non-Restriction of Rights

- 2.1 **Citizenship:** Every employee has the full rights of citizenship, as well as other rights afforded by the rules, regulations and statutes of the United States, and the State of Washington. This includes those rights to personal and private life unless directly interfering with the employee's professional responsibilities.
- 2.2 **Association Membership:** The District and the Association shall not interfere with, refrain, coerce, discriminate against or prevent any employee from freely exercising his/her legal right to organize, join and support the legal activities of the Association including filing of a grievance or complaint under this agreement, or not to do so.

Section 3 – Personnel Files

- 3.1 Employees shall have the right to review upon prior appointment all materials in their personnel file. During this review, a person from the Central Office shall be present. The employee shall, at the time of review of materials, be allowed to attach, for inclusion in the file, written comment. An employee may have an Association representative with him while reviewing the file.
- 3.2 Information filed by the district pertaining to an employee shall be shared with that employee in a timely manner. Formal or anecdotal information pertinent to an employee shall reside only within the employee's personnel, and/or within files identified as the supervisor's secure working files. No secret, duplicate, or alternate files will be kept. The material residing in the working file shall be purged at regular intervals, preferably on a yearly basis, unless the supervisor and/or superintendent deems the material potentially relevant to an ongoing investigation and/or tenets of the Professional Code of Conduct.
- 3.3 No materials derogatory of the employee's conduct, service, character or personality, shall be placed in the personnel file unless the employee has opportunity to read them. By means of signature, the employee shall acknowledge having received a copy of the material to be entered into the personnel file. Such signature shall not signify that the employee agrees with the content of the material. Every two (2) years the employee may request in writing to the superintendent that an administrative panel convene to review the request to remove identified material(s) from the personnel file. The panel shall respond to the employee within thirty (30) days of the request.

Section 4 – Safe Working Conditions

- 4.1 **Standards:** The District shall provide safe and non-hazardous working conditions for employees at their place of employment in accordance with OSHA and the WISHA Standards for public sector education employees. The District shall comply with health and safety regulations and respond to unsafe or hazardous conditions accordingly. The District shall take reasonable measures to provide an appropriate working and learning environment for employees and students.
- 4.2 **Procedure:** Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. Employees believing that a condition is unsafe or hazardous shall notify the building principal or appropriate supervisor in writing, stating the safety concerns. The building principal or supervisor shall respond to such notification within three (3) working days.
- 4.3 **Student Discipline:** The District shall support and assist employees in maintaining control and discipline of students. Employees may use reasonable measures with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury. Affected employees shall be informed as soon as possible and no later than five (5) working days after the information is available, of students who have known behaviors that could present a safety problem to other students or staff.
- 4.4 **Student Medication:** No employee shall be requested or required to dispense or administer medication unless in accordance with state law and after having received appropriate training. The District shall make available training in First Aid and CPR without cost to all employees who hold a position in which it is required.
- 4.5 **Damage:** The District will not hold an employee financially responsible for damage caused or alleged to have been caused by an employee while working within the recognized scope (such as, District policies, site SOPs, procedures, and safety regulations) of his or her duties as an employee of the District

Section 5 – Non-Instructional Professional Duties

- 5.1 The District and the Association recognize the importance of employees' professional duties. Therefore, no employee will be required, as part of his/her contracted responsibilities contractual duties, to perform any non-instructional professional duties including but not limited to: bus duty, recess duty, Student Union Building supervision, common area supervision, lunch room duty, detention supervision, and parking lot duty except under emergency or exceptional circumstances.

Section 6 – Just Cause

- 6.1 **Discipline:** No employee shall be disciplined without just cause. Progressive discipline steps shall include verbal warning, written warning/letter of instruction, written reprimand, suspension without pay, or termination as a final and last resort. Documents identified as a written reprimand, suspension, or termination shall be placed in the employee's personnel file. The specific grounds forming the basis for disciplinary action will be made available to the

employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant, depending on the nature of the issue. The Association shall be promptly notified by the District of any disciplinary actions taken against any employee.

- 6.2 **Right to Representation:** Employee's shall be entitled to have present a representative of the Association during any meeting which the employee reasonably believes could result in discipline. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present. District administrators shall advise employees of their right to representation prior to conducting an investigatory or disciplinary meeting with the employee.
- 6.3 All disciplinary matters shall be subject to the grievance procedure contained in this Agreement except discharge, probation and non-renewal of employees which shall be subject to appropriate statutes and not subject to arbitration.

Section 7 – Employee Assistance

- 7.1 The District and the Association agree that the physical, emotional and personal well-being of District employees is important to the accomplishment of the District's educational program.
- 7.2 The District agrees to offer an employee assistance program.

Section 8 - Worker's Compensation

- 8.1 The District agrees to insure all employees as required under RCW Chapter 51, the Washington State Industrial Insurance Act (Worker's Compensation).
- 8.2 If an employee is injured on the job, he/she shall file an application for Worker's Compensation in accordance with state law for a period of absence from work due to injury or occupational disease resulting from employment.
- 8.3 Any employee who receives Worker's Compensation time loss benefits, will have the option of supplementing the benefit income by using a portion of sick leave benefits, as long as the employee has benefits available.
- 8.4 Should an employee apply for time loss compensation and the claim is then later denied, sick leave may be used for the absence in accordance with other provisions of this Section. The District may require a doctor's certification of such sickness.

ARTICLE IV - EMPLOYEE RESPONSIBILITIES

Professional Educator Enrichment Responsibilities (PEER)

Shelton School District and the Shelton Education Association (SEA) mutually agree that PEER duties require participation in at least three (3) building-sanctioned events per year such as open houses, music programs, curriculum night, etc. Employees may elect to attend more than three events per year.

Professional duties also require participation and full engagement in responsibilities such as:

- Evaluating student work
- Work connected to the closing of school
- Providing individual help to students
- Preparation and revision of curriculum materials
- Communicating with students and/or parents
- Participation in work related training
- Student/Parent Conferences
- Evaluation preparation.

Section 1 -- Workday

- 1.1 In accordance with Washington State law, full-time teachers shall begin their work day thirty

(30) minutes before the student's school day begins and shall continue until thirty (30) minutes after the student's school day ends. The total length of the workday shall be seven-and-one-half (7-1/2) continuous hours for all full time employees, including a duty-free thirty (30) minutes lunch break. Part-time employees shall have their schedule adjusted on a pro-rated basis.
- 1.2 In regard to the delayed opening and/or early dismissal days, the workday of employees shall begin thirty(30) minutes before the scheduled student starting time on each day, and will end thirty (30) minutes after the scheduled student dismissal time on each day, unless the day has been specifically shortened to provide time for special staff meetings. On the last day of school the employee workday shall end after checkout procedures and/or on site end of year recognition events are completed.
- 1.3 Building meetings may entail additional time beyond the educators' normal day but they shall not be scheduled more than twice per month except in emergencies.

Section 2 – Calendar

- 2.1 The employee calendar shall be as shown in Appendix D. The District **will** maintain an **annual** student calendar. The District will **discuss** with the Association, as it does with other interested groups, prior to developing or changing the student calendar. **These discussions will occur by January 15 and the calendar will be finalized no later than the first regular Board meeting in March.**

The following guidelines will be the basis for establishing the calendar:

- All School Holidays will be observed as required by law.
- There will be a winter break encompassing both December 25th and January 1st.
- The number and scheduling of snow make up days will be a part of the annual calendar discussion.
- Days designated as Professional Learning Days for all staff will be reflected in the calendar.
- Beginning with the 2024-25 school year, one half day early release, for conference prep, will be scheduled twice per year (Fall and Spring Conferences).

2.2 District-wide early release days will be scheduled and directed by the District. SEA will be given the opportunity to provide input on the scheduling of those days. Early release days will be for the purpose of building improvement, staff development, curriculum planning, implementation, and evaluation.

Section 3 – Individual Employment Contract

- 3.1 All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this agreement.
- 3.2 Two (2) copies of the individual employment contract shall be given to the employee each year for his/her acceptance. One (1) signed copy shall be returned by the employee to the School District Superintendent's Office by the time and day of the year specified by the School Board. One (1) copy of the contract shall be provided to the employee when processed upon request. This language is not a waiver by the District of the effect of an employee failing to return the contract on the date specified. Contracts will be reissued in the fall to reflect approved salary adjustments.
- 3.3 The regular employee's individual contract shall be one hundred eighty (180) days, subject to the number of student days imposed or waived by the legislature due to reduced funding. The employee contract shall also include additional Learning Improvement Days (LID) subject to legislative funding. Employees new to the district will work one or two additional days, prior to the start of the school year, paid at per-diem.
- 3.4 Upon employment with the District, the employee shall file (1) an official transcript of college credits, (2) a valid Washington State certificate, and (2) verification of professional employment forms from all previous school districts. The employee must provide at his/her expense, transcripts of college credits received after the initial employment date with the District.

Page 3.5 | 14 Post-Retirement Contract: Retirees hired for post retirement employment,

pursuant to RCW 28A.405.900, shall be placed on non-continuing contracts that expire automatically at the end of the contract period with no right or expectation of renewal. Post retirement employment contracts shall only be available to the extent permitted by and consistent with Washington State law. The District assumes no responsibility for the pension impact of post-retirement employment placing retirees solely responsible for compliance with post-retirement conditions

under applicable retirement statutes and regulations (e.g. break in service requirements and work hour limitations).

- 3.6 Release From Contract: An employee under continuing or provisional contract shall be released from the obligations of the contract upon request under the following conditions:
- 3.6.1 A letter of resignation must be submitted to the Human Resource office with a copy to the employee's immediate supervisor.
 - 3.6.2 A release from contract **on or prior to June 1**, shall be granted provided a letter of resignation is submitted prior to that date.
 - 3.6.3 A release from contract shall be granted after the last day of school, provided a satisfactory replacement can be obtained.
 - 3.6.4 A release from contract shall be granted upon the employee's request in case of illness as verified in writing by a practicing physician, dentist or other person licensed to perform customary health service, or in the case of illness of an immediate family member. The immediate family shall be defined as parent, sibling (including in-laws), spouse, child, significant person in an employee's life, foster relationships, aunt, uncle, grandparents and grandchildren of the employee or the employee's spouse. The immediate household shall be defined as all people living in the same family unit, not necessarily relatives.

Section 4 -- Professional Development

- 4.1 The District and the Association agree that the continued professional growth of certificated employees is important to the educational program of the District.
- 4.2 A professional development fund of \$60,000 per year will be provided to the Association, to be administered by the Association, with District oversight. **Remaining funds will be rolled over for one year only. Up to \$15,000 per quarter will be approved unless there are special circumstances, which will be reviewed on a case-by-case basis.**
- 4.3 Employees desiring to utilize these funds shall develop a professional plan which shall include: how the money will be used and any necessary documentation for funding (i.e. – completed purchase order request forms, completed registrations

forms, claim form). Approved expenditures include courses, workshops, seminars, conferences, substitute cost, visitation to another classroom, registration fees, credit fees, course/workshop textbook/materials, mileage, housing, meals, professional memberships, paid time to develop curriculum materials, and other activities as mutually agreed upon with the supervising administrator. The plan will be submitted to the supervising administrator and processed prior to implementation of the professional plan. These funds will not be used to purchase classroom instructional materials or equipment for student use. Instructional materials or equipment must be used for the certificated employee's professional development only, including professional development gained during instructional time. Any equipment purchased with professional development funds must be inventoried as district property using the district's inventory process.

- 4.4 Professional development funds shall be encumbered, by June 1st of each school year. However, in exceptional circumstances, approved staff development requests will be accepted through August 31 as long as the funds are expended by August 31.
- 4.5 National Board Certification for Teachers: In order to qualify for such support, the employee must be an NBCPT accepted candidate.

The District shall provide up to two (2) days of release time for up to ten (10) participants per year for NBCPT portfolio preparation. Request for release time shall be made after September 1st and by October 31st of each year. Requests should be submitted to the Director of Human Resources.

In the event that there are more requests than release days available, NBCT release time will be prioritized in the following manner:

1. First year NBCT candidates attempting to attain initial certification shall have first priority.
2. Second year NBCT candidates attempting initial certification.
3. First year NBCT renewal candidates.
4. Second year NBCT renewal candidates.

If the priority level is the same for those who submit the request before October 31st, a first- come, first-served basis will apply.

- 4.6 The District will provide one (1) additional release day for employees to take the online Assessment portion of the National Board Certification process. Each employee working toward National Board Certification will have access to district technology and equipment, such as video cameras when available, in order to facilitate the National Board Program.

Section 5 – Part-time Employee

- 5.1 Those employees who are employed less than full time (less than 1.0 FTE) shall be expected to attend workshops, meetings, parent conferences, etc. as is required

of full-time employees. These employees will be paid for those additional hours at their per diem rate.

- 5.2 When a part-time employee wishes to work full time (1.0 FTE), they will follow the procedures for an in-district transfer outlined in Article VIII, Section 4 of this agreement.

Section 6 – Job Sharing

- 6.1 Job sharing shall refer to two (2) educational employees sharing one (1) full-time position.
- 6.2 Job sharing may be available. In filling a teaching position, the District shall consider applications from two (2) individuals wishing to share a job.
- 6.3 Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of the principal.
- 6.4 Educational employees holding job sharing assignments shall be granted the appropriate annual fractional leave(s), subject to the provisions of this agreement.
- 6.5 Employees who job share shall be considered part-time employees for the purpose of benefit calculation. (See Article VII- Economic Provisions, Section 1 – Insurance Benefits)
- 6.6 If the employee(s) took a leave of absence to job share they must notify the District in writing by May 1 if the employee(s) plans to return to full-time employment for the following year. If no notice is received by May 1, the District will consider the employee(s) as part-time, on a continuing part-time contract.

ARTICLE V - INSTRUCTION

Section 1 -- Planning

- 1.1 Elementary teachers shall receive 50 **continuous** minutes of planning time per workday on regular student days. **All elementary Educational Staff Associates (ESAs) will have a continuous planning time, daily, of not less than 30 minutes on regular student days (i.e. days when students attend a full, normal class schedule).**

Early release days: on early release days, elementary teachers **will** receive at least an average of 30 minutes per day of planning time spread out as evenly as possible over the total number of all scheduled early release days, including 3-hour early releases, 1 ½ hour early releases, and other planned early releases as established by the district. (For example: if there are 24 planned early release days, a total of 720 minutes of planning time shall be distributed as evenly as possible over the 24 days [24 days x 30 minutes = 720 minutes total]).

Principals will develop a schedule for planning time for early release days that reflects even distribution, as much as possible.

- 1.2 The 5-12 teachers will normally have one (1) planning period per regular student cycle school day. **All 5-12 Educational Staff Associates (ESAs) will have a continuous planning time, daily, of not less than 30 minutes on regular student days (i.e. days when students attend a full, normal class schedule).**

The thirty (30) minutes before and after school **will** not count as planning time. **Recesses and or passing time will** not count as planning time.

- 1.3 Teachers will not be required to monitor assemblies during their planning periods. The District recognizes that teachers are the primary directors of daily planning time.

- 1.4 In the event circumstances result in the loss of planning time due to changes in the regularly scheduled student day, building staff and administration shall work to create planning time in a fair and equitable manner. **If the principal cannot identify a time during the teacher's work day within five (5) school days when the additional plan time can be provided,** the teacher will be paid stand in time for their lost planning.

- 1.5 **A good faith effort will be made to limit the number of course periods for preparation for all secondary (currently defined as Grades 5-12) teachers to no more than three (3). If more than three (3) courses for preparation are assigned, the affected teacher will meet with the principal and department chair to keep the lowest possible number of preps. A preparation period is defined as a separate and distinct academic course with a separate course title, excluding any advisory period. It is understood that abiding by this limitation may not be feasible for some groups who traditionally teach multiple separate courses (e.g., CTE and ALE).**

- 1.6 If a teacher is less than 1.0 FTE, the above planning periods will be prorated according to the teacher's FTE.

Section 2 – Workstation Visitation

- 2.1 The District recognizes the desirability of having residents of the District be familiar with the total educational program. It further recognizes that frequent or unannounced interruptions to the classroom can be detrimental to the educational process. In order to provide opportunities to visit classrooms with the least interruption to the teaching process, the following guidelines will be set forth:
 - 2.1.1 All visitors to a school shall check into the office to obtain the approval of the building administration for the visit. Appointments will be prearranged 24 hours in advance whenever possible.
 - 2.1.2 If the visit is to a classroom, an appointment shall be arranged only after the building administration has conferred with the employee involved.
 - 2.1.3 If, at the determination of the building administration and the employee involved, a particular observation would be disruptive, or is disruptive to the building or classroom, the observation shall not take place or it shall be terminated.
 - 2.1.4 The purpose of all individual visits to a classroom shall be for observation only. Visits to a classroom during the school day shall not be a time for patron/teacher or patron/student conferences.
 - 2.1.5 The maximum number of visitors at any one time to a classroom shall be determined by the building administration and the employee involved.

Section 3 – Student Discipline

- 3.1 In the maintenance of a sound optimum learning environment, the District shall expect acceptable behavior on the part of all students pursuant to Board-approved policies and procedures. The authority of the employees to use prudent disciplinary measures is supported by the District. The District will respond to all employee requests directed to the building administrator concerning the discipline of students.
- 3.2 Any pupil who is dismissed from a classroom at any time by a teacher shall be directed by that teacher to the appropriate administrator. The teacher shall notify the administrator regarding the reasons as soon as possible so that appropriate action can be taken by the administrator. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the

principal or designee and teacher have conferred, whichever occurs first: PROVIDED that, except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action; PROVIDED FURTHER that, in no event without the consent of the teacher shall 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. Teachers must follow the procedures in WAC 392-400-330 and WAC 392-400-335 with regard to any such exclusions.

- 3.3 On or before October 1st, of each year, the following shall occur: each building principal shall meet with their staff to review building and District rules, policies and procedures relating to discipline and receive employee input; the teachers of self-contained special education classes will meet with the Director of Special Services and the building principal to work out appropriate discipline procedures for their students.
- 3.4 Employees and the Association shall encourage and support school functions outside of the regular instructional program which may contribute to the pupils' development and good attitudes, appreciations, behavior and special abilities
- 3.5 Employees will have access to information on student discipline for students assigned to their classroom. Biweekly data reports on student discipline, that include both minor and major incidents, will be provided to staff for students assigned to their classroom upon request.

Section 4 – Class Size

- 4.1 During the regular school year, District class sizes will not exceed the following, excluding secondary music and NJROTC:

Preschool: 15 per session (10 IEP and 5 Peer Models	
Grades K-3:	20
Grade 4	25
Grades 5-6:	26
Grades 7-8	29*
Grades 9-12	31*
PE 5-6:	30*
PE 7-12:	34*

(* average daily enrollment, with no class exceeding more than two over average. “Advisory” or “CSI” or “Academy” classes will not count toward factoring the average daily enrollment.)

Note: Elementary teachers who partner/team teach and share students may split

overage pay if overage pay is the solution for exceeding class size limits. Both teachers must indicate in writing the desire to split overage pay; otherwise, the teacher's homeroom roster applies in the case of overage pay. When a situation occurs that is not clearly outlined in this contract, the District and the Association will confer to arrive at an agreeable solution on a case-by-case basis.

4.2 In the event the number of students in a class exceeds the class size identified above, the following procedures will be followed to resolve the overload situation.

4.2.1 If a teacher's class size exceeds the class size limit as of the monthly enrollment count date, that teacher will be provided overload pay as set forth below, unless the overload is remedied by class size reduction within five (5) working days into the grading period or by the official schedule change deadline. Otherwise, overload pay will be calculated and applied by the District automatically as follows based on the number of enrolled students as of the OSPI count date:

- A. K-4 = \$135 per month per student.
- B. PK = 50% of the K-4 overage pay for each session over the class size limit.
- C. 5-12 = \$135 per month per student over the daily average class size limit. The daily average class size is to be calculated by adding the total number of students for all classes and dividing that number by the total number of class periods. Alternatively, the teacher will receive 20% of the overage pay per class period that is more than two (2) students over the class size limit, whichever remedy is greater.

4.2.2 A teacher who wishes to request remedies other than overload pay may request a meeting in writing with the building principal to resolve the overload issue by other means. The meeting must be held within five (5) working days from the time the principal receives the request. At this meeting, the principal and the affected staff member will discuss the options below and resolve the class size issue within 5 working days from the time the meeting was held. While it is the duty of the principal to make the final determination as to how to resolve the issue, the teacher's input will be respectfully considered. Other options to resolve class size issues may include, but are not limited to, the following:

- A. Reassign students and/or reconfigure classes.
- B. Provide additional certificated staff to create a new section.
- C. Other mutually agreed solution.

4.3 Class Size Overage Pay for Elementary Specialists

Class size overage for specialists will be calculated as follows. The District will complete calculations each month and send copies of the calculations to the specialists so they know what to expect in terms of pay.

1. The total students in each grade level K-4 divided by total number of instructional classroom teachers in that grade level determines the average number of students for that grade level.
2. Currently, the overage for K-3, and 4 will be added then multiplied by .80 for K-3 and .20 for 4th for each strand to get the overage for that strand. This formula is subject to adjustment based upon the actual number of instructional classrooms at each grade level.
3. The sum of the overage for each strand determines the total average over for that month.
4. Overage pay will be rounded to the nearest whole number.

NOTE: Section 4 shall not be in effect at a time when employees are laid off under the Reduction in Force procedures or during a year for which there has been a double levy failure, as long as the district is relying on levies for funding.

Section 5 – Academic Freedom Clause

- 5.1 The parties seek to educate young people in the democratic traditions, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the dignity of the individual, for the Constitution of the United States, and the State of Washington and instill appreciation of the values of individual personality. It is recognized that these democratic values can be transmitted best in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, in which academic freedom is enjoyed. Academic freedom shall be guaranteed to both teachers and pupils, provided instruction, methodology, and course content is in line with state laws, Board policy, and established student learning objectives. A teacher's position shall not be used for private gain.
- 5.2 It is expressly agreed that controversial issues are part of the District's Instructional program, when related to subject matter in a given grade level or specific curricular field. The teachers will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. Questionable matters should be referred to the principal for a decision and the teacher shall be subject to supervision. When requested, the teacher must submit an outline to the employee's supervisor of any "controversial" areas, in order that the District is aware of and has the opportunity to discuss the areas with the teacher.

- 5.3 In the presentation of all controversial issues, every effort will be made to affect a balance of bias, divergent points of view, an opportunity for exploration by students into both sides of an issue.
- 5.4 In discussing controversial issues, a teacher will encourage students to express their own views, assuring that it be done in a manner which gives due respect to the rights and opinions of others. When discussing these issues, the teacher will respect the positions other than his/her own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusion regarding controversial issues.
- 5.5 Employees are required to teach the school district adopted curricula.

Section 6 – Building and District Leadership Positions

- 6.1 Employees selected to hold leadership positions within their buildings or within the District shall be paid via a supplemental contract according to Appendix B at the identified stipend base. Building leadership positions include such positions as building team or department leaders; district leadership positions include such positions as curriculum content leaders.
- 6.2 The building principal will define the roles and expectations of the leadership positions within his or her building according to program need. For building leadership positions, each building department and/or team will recommend two employees to the building principal. All candidates must meet the qualifications set forth by the principal. The building principal will interview and select the candidate(s) prior to June 1 of each year. If the principal has supporting evidence that neither of the selected staff members have the experience, knowledge, or leadership abilities to fulfill the job of the building leadership position, the principal can require that the department/team recommend two other candidates for consideration. The number of leadership positions for each building is noted in Appendix B.

A Central Office administrator will define the roles and expectations of **District-wide** leadership positions. For **District-wide** leadership positions, the Central Office administrator will interview and select the candidate(s) prior to June 1 of each year. The number of leadership positions at the district level will be established as needed.
- 6.3 The supplemental contract(s) for the building leadership position(s) shall state that, in the event the needs of the Shelton Education Association or Administration are not being met effectively by the person holding the leadership position, either party may request that the contract be terminated and a different leader selected according to the aforementioned selection process.
- 6.4 **Leadership meetings shall not be scheduled more than twice per month except in emergencies.**

Section 7 – Mentor Program - Beginning Teacher Assistance Program

- 7.1 To provide implementation for the Mentor Teacher Program, the District and the SEA agree to the following provisions:
 - 7.1.1 The Mentor Teacher Program shall be totally voluntary;
 - 7.1.2 The Mentor Teacher shall not in any way participate in, or contribute to, the performance evaluation of a beginning teacher.
- 7.2 To the extent that the legislature provides funding for the Mentor Teacher Program, regulations dictated by the grant or other specific funding means will apply.
- 7.3 Upon acceptance by the SPI of the District application for beginning teachers, the building principal and an SEA representative will confer on which teacher is in the best position to be a mentor teacher.
- 7.4 The building principal may request the SEA representative to name a qualified teacher with specific program requirements to be included in the conference.

Section 8 – Extended Year Contracts

- 8.1 Extended year contracts, as identified in Appendix B, will be paid at a per diem rate which shall be computed from the regularly scheduled contract rate for the employee receiving the extended contract.

Section 9 – Special Education

Definition: Special Education Instructional Staff shall include certificated Special Education Teachers, Speech and Language Pathologists (SLP), Occupational Therapists (OT), and Physical Therapists (PT) who are responsible for the writing, design and implementation of all aspects of the Individual Education Plan (IEP).

- 9.1 **IEP Preparation:** In order to provide the necessary time required for preparing IEP documents, and scheduling and conducting the IEP meetings, Special Education Instructional Staff (SLPs, OTs, PTs and Teachers) will be compensated **three (3) extra supplemental contract days (also noted in Appendix B)**. Compensation for these days shall be at the per diem rate of the employee.
- 9.2 **ESY:** Special Education Instructional Staff providing services for Extended School Year (ESY) shall be compensated at the per diem rate.
- 9.3 **Testing / Multi Disciplinary Team (MDT) requirements:** Special Education teachers may have up to **five (5) substitute days** to be used for special education **testing/MDT** requirements.

SLP and OT/ PT staff will have up to an additional two (2) **supplemental** contract days (dependent on FTE of their job description) **to be used for testing/MDT requirements. (These additional days are also noted in Appendix B.)**

- 9.4 All special services staff (including Itinerant) shall have access to a teacher desk, locking file cabinet, phone, and networked computer at each work site. Every attempt will be made to provide adequate and appropriate instructional space for all instructional groups.
- 9.5 **Planning time:** Special services employees will have comparable time to their grade-level general education colleagues for planning (see Article V, Section 1).
- 9.6 **Professional Development:** Staff development funds will be set aside to fund staff development opportunities specific to the needs of itinerant staff. At least two of the early release days for staff development may be used for special services inservice requirements.
- 9.7 **Caseload:** The goal of the District is to not exceed the following IEP caseload for Special Education staff (based on building average per FTE in each program).

OT	48*
PT	43*
SLP:	50
Preschool: 10 IEP and 5 peer models per session	20
Developmentally Disabled (Functional Academics, Life Skills, Strive):	12
Resource Teacher	28
Emotional Behavior Disorder (EBD):	12
Deaf/Hard of Hearing Teacher	20

***If an OT/SLP/PT is assigned to work at the Assessment Center at the Early Learning Center, their caseload limit will be reduced by one (1) student per weekly hour they are assigned to the Assessment Center.**

(Example: An OT who works 7 hours per week at the Assessment Center would have a caseload limit of 41 students).

If OTs, PTs or SLPs have workload concerns not addressed by the student caseload limits, such as extraordinary travel time, number of sites served, or number of 504 consults, the staff member may bring that concern to the Special Services Director, who will work with the staff member to address individual situations.

(* = In addition to caseload considerations, OT /PT staff will work with special education administration to balance number of sites to which they are assigned and the amount of service delivery needed.)

In the event the caseloads exceed these limits, the procedures to follow are as outlined in Article V, Section 4 (Class Size).

- 9.8 **Instructional Materials:** Special Education staff will be included in all district curriculum adoptions. Materials appropriate to the special education students will be selected and purchased on the same curriculum adoption cycle as is used for general education curriculum. In addition, Special Education staff will have equal access to materials/supplies purchased for use by teachers in their classes (i.e. paper, pens, etc).

Section 10 – Education Reform Issues

- 10.1 The District and Association recognize the impact of educational reform on schools and employees to maintain and improve effective instruction for student success. At the monthly meeting between the Association and Superintendent, issues that may have significant impact on employees shall be discussed.
- 10.2 Based on the issue raised in the meeting, the Association and the District shall appoint two or more members to an education reform committee to represent the interests of impacted employees and the District and will determine the parameters of the committee work.
- 10.3 The committee shall meet to discuss and make recommendations to minimize or eliminate impact on employees for the additional time necessary to implement desired educational reform.

ARTICLE VI - LEAVES

Section 1 – Illness, Injury, Emergency and Personal Leave

- 1.1 **Sick Leave:** At the beginning of each school year employees shall be credited with twelve (12) days of sick leave for use by the employee for absence due to illness, injury, emergency or personal business. Employees who are not under contract for the entire year shall receive a prorated amount of sick leave. Sick leave shall accumulate according to statute to a maximum of 180 days. Sick leave accumulated while employed by another school district or approved educational agency shall be granted, provided the employee provides verification from the previous employer.
- 1.2 **Care of Family Members:** Sick leave may be used to care for a child of the employee that requires treatment or supervision, or for a family member or member of the household who has a serious health condition or an emergency condition. When use of leave can be anticipated (childbirth, adoption, surgery) the employee shall provide reasonable notice of expected dates of absence. Such leave may be utilized up to the limit of accumulated sick leave days.
- 1.3 **Notice:** When an employee will be absent from work due to illness, injury or emergency, he/she shall give notice to the District as early as possible and not later than 30 minutes prior to the start of the employee’s work day. If the absence is for consecutive days the employee shall include the probable date of return whenever possible. Leave may be taken by the hour if prearranged.
- 1.4 **Personal Leave:** Of the 12 annual sick leave days, six (6) days are available for personal leave. Personal leave days are not additional days. Personal leave shall be subject to the following conditions:
 - 1.4.1 Personal leave shall be prearranged whenever possible.
 - 1.4.2 Personal leave may be used to extend vacations and holidays, if approved at least 20 days prior to the requested date(s) of absence. Exceptions to the 20-day approval will be made in emergency situations on a case-by-case basis. The general guidelines are that no more than 4 building teaching staff at Shelton High School and 3 building teaching staff at Oakland Bay J.H. and 2 building teaching staff at all other schools may take personal leave on any one day to extend vacations and holidays. However, the building/department administrator will consider requests according to the best interest of building operations, regardless of the order in which they are submitted.
- 1.5 **Attendance Incentive (Sick Leave Cash Out):** Employees may cash out unused sick leave in accordance with RCW 28A.400.210. Cash out of this leave shall be administered in accordance with all applicable rules and regulations at the time cash out are occurring. At the time of this writing that provides that employees

may cash out sick leave in January of any year provided the employee has over sixty days of earned sick leave by January 1, and has used less than twelve days of sick leave during the preceding calendar year. The employee may cash out the number of sick leave days, less than twelve, not used during the preceding calendar year, provided the employee will still have at least sixty days of earned sick leave after the cash out. The cash out provides one day of pay for each four days of accrued sick leave cashed out. The employee's sick leave accumulation shall be reduced four days for each day compensated.

- 1.6 **Retirement or Death Cash Out:** As provided by RCW 28A.400.210, employees may cash out unused sick leave at the time of retirement or death. This cash out shall be administered in accordance with all applicable rules and regulations at the time the cash out is occurring. To qualify under the retirement provisions, the employee must be certified and qualified for retirement payments under an applicable state retirement system as certified by that retirement system. At the present time, this cash out system will provide the employee or the employee's estate compensation at a rate equal to one day's current monetary compensation of the employee for each four full day's accrued sick leave. (Note: Some accrued sick leave can also be used to establish service credits for the retirement system. Sick leave cannot be used both to establish service credits and to receive a cash out.)

Section 2 – Bereavement Leave

- 2.1 Five days bereavement leave shall be granted for each death in the employee's immediate family or immediate household. Bereavement leave shall be granted with no deduction from the absent employee's sick leave. The immediate family shall be defined as parent, sibling (including in-laws), spouse, child, significant person in an employee's life, foster relationships, aunt, uncle, grandparents and grandchildren of the employee or the employee's spouse. The immediate household shall be defined as all people living in the same family unit, not necessarily relatives.
- 2.2 One day of bereavement leave shall be granted for the death of a person of close personal ties with no deduction from the employee's sick leave. Extensions of up to four days shall be allowed and deducted from the employee's sick leave.
- 2.3 Notice of intent to use bereavement leave shall be given as it is for illness, injury and emergency leave.

Section 3 – Child Rearing Leave

- 3.1 If a new parent or new adoptive parent wants time off with no pay or benefits, he/she may do so for a period of twelve (12) weeks, or the balance of the school year in which the leave is requested, whichever is greater. Such leave must be requested in writing to the Superintendent prior to the anticipated use of the leave.

Section 4 – Jury Duty Leave

- 1.1 Leaves of absence with pay shall be granted when an employee is called for jury duty. On those days when the employee is released by the court at least one hour before their scheduled lunch break, they shall return to their regular assignment. The employee shall retain any expense reimbursement received from the court. The employee shall inform their supervisor they have been summonsed as soon as possible after receiving the summons.

Section 5 – Military Leave

- 5.1 **Annual active duty training** (reserve or National Guard) -- An employee serving as a member of the National Guard or any reserve company of the Armed Forces of the United States is entitled to leave with pay for active duty required in fulfillment of military obligations, upon application therefore, for a period not exceeding ten (10) calendar days in any one (1) calendar year, except that he/she must have been serving in public employment within the state for a period of six (6) months preceding his/her application to receive regular pay for the period of leave. Whenever possible military training will be taken during the employee's vacation. The military training described above must be compulsory and not voluntary on the part of the employee to receive leave. A copy of the orders for annual leave must be presented to the Superintendent's Office at least two (2) weeks prior to the leave. The number of days must not exceed ten (10). Pay for such leave shall be as provided by law. Employees shall make a bona fide effort to schedule their training on other than school days.
- 5.2 **Extended Active Duty** -- All employees who are called for active duty in the Armed Services of the United States will accrue experience credits equal to what they would have had with continuous employment in the year after release from military duty. Volunteer enlistment in the Armed Services will be considered a resignation from school district employment. Special consideration may be given to employees that choose to enlist during the term of a national emergency. A guarantee of reemployment after military leave is contingent upon notification of the personnel office at least four (4) months before the commencement of the next school year of the intent to return. All accumulated sick leave and other employee benefits will revert to the employee when he returns to the school district. However, no employee benefits will accrue or be paid during absence from the school district. Any person returning from military service will have no guarantee of in-position placement but will be assured of district placement.

Section 6 – Sabbatical Leave

- 6.1 The District may authorize sabbatical leaves with pay up to two-thirds (2/3) of an employee's salary after six (6) years of continuous service in the Shelton schools. Such leaves may be granted to a maximum of one (1) employee per year for the purpose of independent study, enrollment in college or for any other purpose which in the District's judgment would be of significant value to the

District. Requests for sabbatical leave must be filed in writing with the Superintendent by not later than April 1.

- 6.1.1 Appropriate Procedures shall be adopted by the District for the administration of sabbatical leave.
- 6.1.2 All such leave will require the recommendation of the principal, superintendent, and approval of the Board of Directors.
- 6.2 Employees granted a sabbatical leave are expected to return to District employment for a minimum of two years. Any person not working for the District for two years following completion of sabbatical leave is expected to repay the District the amount the District expended on that sabbatical decreased proportionately for the time the employee did return to District employment and service.
- 6.3 Employees receiving a sabbatical leave must confirm to the District in writing their plans to return to District employment for the following year by May 15. If confirmation is not received, the District will consider that the employee has resigned, will stop sabbatical leave payments, and will begin collection procedures for payments that have been made.

Section 7 – Long-term Leave

- 7.1 All requests for long-term leave shall be submitted to the employee's supervisor. The employee and supervisor shall develop a leave schedule that best serves the educational program of the District.
- 7.2 The supervisor shall submit the long-term leave request to the Superintendent with a recommendation and schedule that has been developed setting forth the terms and conditions. Should such a schedule not be jointly developed by the employee and the supervisor, the employee may apply for a long-term leave directly to the Superintendent.
- 7.3 The District Board of Directors may grant leaves of absence to employees up to a maximum of one (1) year for any purpose they may desire. Leave may be granted for up to two years for the purpose of out-of-the-country instruction, limited to two people per year. The employee will receive no pay, experience increment or other benefits while on such leave or accrue any benefits while on such leave. All accumulated sick leave and other employee benefits will revert to the employee when he/she returns to the school district. (Employees participating in the District's exchange teaching program are subject to the terms and benefits of that program and teachers actively engaged in teaching duties receive equivalent increments.) Any person returning from a long-term leave of absence will have no guarantee of in-position placement but will be assured of district placement.
- 7.4 It is the responsibility of the employee to notify the Superintendent in writing of any changes that will impact the employee's status as a District employee while

he/she is on long-term leave. Employees must notify the District by April 15 if the employee plans to return to District employment for the following year. The District will consider that the employee has resigned if no notice is received by April 15.

Section 8 – Short-term Leave Without Pay

- 8.1 The District may grant an employee up to five (5) days of absence without pay per year. These short term leaves may be used for circumstances not covered in the existing leave language. The employee shall get prior approval from the District as soon as possible prior to the leave.

Section 9 – Public Office Leave

- 9.1 Employees will be entitled to one (1) year public office leave, without pay, for serving in an elected position. Any persons returning from public office leave will have no guarantee of in- position placement but is assured of district placement. All accumulated sick leave and other employee benefits will revert to the employee when he returns to the school district. However, no employee benefits will accrue or be paid during the absence from the school district. The Board will give consideration to a two (2) year leave if the office is a two-year elective office.

Section 10 – Employee Development and Training Leave

- 10.1 The District will provide leave with pay for certificated personnel to attend conferences and conventions if such meetings are for professional growth and/or curriculum development as determined by the Superintendent. For meetings involving in-state travel, prior approval must be obtained from the building principal and Superintendent on an approved travel request form.
- 10.2 For meetings involving out-of-state travel, the written request should be submitted to the Principal for approval and forwarded to the Superintendent at least seven (7) days prior to a regular school board meeting. Such requests must be in advance of the travel and should include a specific request for the expenses to be granted by the District.
- 10.3 The District will grant travel expenses per School Board policy. Employees must submit receipts for all expenses to be reimbursed, except meals. Reimbursement for mileage will be at the State rate.

ARTICLE VII - ECONOMIC PROVISIONS

Section 1 – Insurance Benefits

- 1.1 The District will provide 100% of the state allocation for health care per FTE employee per month into the insurance pool to help offset payment of premiums for required and available insurance plans.

Employees who work half-time or more will be enrolled in the Washington Dental Service with Ortho Plan A or Willamette Dental with Ortho Plan 4, or Washington Dental Service Delta Care with Ortho Plan A and in Blue Cross Vision Plan A. These employees are also eligible to enroll either in Premera Blue Cross, or Group Health Cooperative of Puget Sound or whatever medical insurance programs are agreed upon by the District and the Association, during open enrollment.

- 1.1.1 Part-time employees including those who job share will receive 85% of the contribution for full-time employees or the percentage represented by their full-time equivalency whichever is higher.

- 1.1.2 Following September 10th of each year the District will calculate each employee's health insurance contribution. The District will compare the state allocation amount, including calculation of state carve-out, for health insurances per month per individual to determine whether that amount will be expended by payment of the premiums for plans in which the employee has enrolled. If the total state allocation is not expended thereby, the excess shall be attributed to employees equitably until their health insurance premiums have been fully paid or the excesses expended, whichever occurs first.

- 1.1.3 Due to the pooling aspects of these insurance provisions, employees hired to permanently replace a terminated employee after the insurance pooling for the year has been established shall receive an insurance allocation equal to the monthly amount that the terminated employee was using from the insurance pool.

- 1.1.4 Employees hired for newly created positions and reporting to work after the insurance pooling for the year has been established shall receive a full year's insurance allocation pro-rated by the employee's full time equivalency.

- 1.2 An employee may add dependents to his/her insurances during the year. Increased premiums will result in larger payroll deductions for the employee.

- 1.2.1 Any changes in family status should be reported directly to the District's payroll office (not the company).

- 1.3 In the event fringe benefits are taxed, the District and Association will meet to reconsider pooling arrangements.

- 1.4 Employees may participate in any Internal Revenue Code Section 125 plan operated by the District.

Section 2 – Payroll Deductions

- 2.1 The District shall make deductions for Association dues, 403b plans (tax shelters), and Washington State 457 Deferred Compensation Plan, health insurances, and United Way and other payroll deductions as mutually agreed are necessary for employees.

Section 3 – Salary Schedules

- 3.1 Appendix A will be the salary schedule. That base salary has been increased by a total of five (5) percent for the 2023-2024 school year, inclusive of the state-funded inflationary adjustment (IPD), and will be adjusted upwards by an additional five (5) percent in 2024-2025 and again in 2025-2026, with each year's increase to be inclusive of any state-funded IPD.
- 3.2 Salaries shall meet the minimums required by state law.

Section 4 – Salary Schedule Administration

- 4.1 Employees and substitutes will be placed on the salary schedule table in accordance with the bargained agreement between the Association and the District and in accordance with state laws and regulations as described and defined through the certificated personnel reporting process that the District files each year with the Office of the Superintendent of Public Instruction.
- 4.2 An employee's payment rate and salary schedule placement will be adjusted to reflect additional credits or degrees obtained, provided the necessary evidence of qualifications has been presented by October 1.
- 4.3 In accordance with state law, basic contracts for all employees shall be paid on twelve (12) monthly installments. Each check will contain one-twelfth (1/12) of the contracted salary. Payroll checks shall ordinarily be issued to the employee on the last state working day of the month. In the event a mistake in payment is discovered resulting in underpayment or overpayment, the correction shall normally be made within two (2) pay periods.
- 4.4 Should an employee's contract be terminated prior to completion of said school term or should the employee be absent from work without authorization from the District, the District reserves the right to make pro-rated deductions in salary. The employee shall receive a total salary which bears the same ratio to the whole salary specified herein as the number of days actually worked by the employee plus authorized absences bears to the total number of actual working days specified in the employment contracts.
- 4.5 State law provides that employees who have submitted documentation to qualify

for the BA + 135 column of a salary schedule by January 1, 1992, will be permitted to be placed in a BA + 135 column for state allocation purposes. After that date, employees are forever barred from qualifying for that column.

Section 5 – Stand-in Pay

- 5.1 Stand-in during Planning Time: Any employee who is requested and/or approved by their administrator to stand-in during their planning time for another teacher who is absent, shall have available the professional option of either pay at their per diem rate of pay or, upon completion of three (3) hours of stand-in assignments, professional release for one-half (1/2) day. The purpose of the release is for curriculum work or a professional visitation. This is to be coordinated with the building principal. If an employee accumulates five (5) hours of stand-in assignments they may exchange it for an additional day to be used during the current school year.
- 5.2 Stand-in during class time (covering another classroom while covering one's own class): Employees will be paid their per diem rate of pay when, if requested and/or approved by their administrator, they cover another teacher's classroom during the same time they are covering their own class.

The stand-in pay is based on an hourly basis for elementary schools, or a per-period basis for secondary schools. The teacher must cover the classroom for 20 minutes or more for the hourly or per-period rate of pay to be effective.

Splitting/sharing a class: If a class needing coverage is split (as requested and/or approved by administration), the pay for coverage shall be prorated. (Example: An elementary class needing coverage is split amongst three teachers, each teacher will receive 1/3 their per diem rate for Stand-in time. If two teachers split a class, each teacher will receive ½ their per diem rate for Stand-in time.)

Administrators will make every effort to cover a class before asking a teacher to do double- coverage or cover during their planning period.

- 5.3 Two or more people standing in:

During planning time: when two or more people stand in to cover a class during their planning time, their per diem rate of pay will be prorated to the actual time spent standing in.

During one's own class: If two or more people stand in during one's own class time, the provisions of 5.2 must be met.

Section 6 – Additional Pay Beyond The Base Contract

6.1 Extra Assignments:

The District retains the option of paying employees for professional work on extra assignments. The assignment may be, but is not limited to, curriculum assignments, building committee work (for example, report card committee), other assignments as approved by the District. (Note: building leader and curriculum leader stipends are noted in Appendix B.)

Extra assignments do not need to be posted, but the extra assignment is to be specified in writing as to the purpose of the assignment, and to be agreed to in writing by the employee, the administrator, and the Superintendent. Extra assignments will also be approved by the Board.

The Extra-Assignment pay rate is at the employee's per diem rate. The time worked should be recorded on a time card.

6.2 Supplemental Contracts

In addition to the contracts noted in Appendix B, supplemental contracts will be issued for:

- a) TEMPORARY TEACHING POSITIONS. Temporary teaching positions (for example, summer school teachers) will be posted and paid at the employee's per diem rate of pay.
- b) GRANT-FUNDED POSITIONS. For temporary grant-funded positions (such as, but not limited to, *GEARUP*), stipend amounts are determined by the administrator and/or grant writer. These positions will be posted and a supplemental contract will be issued.
- c) SPECIAL DISTRICT-LEVEL POSITIONS. For temporary special district-level positions (such as, but not limited to, *the Summer School Coordinator*) stipend amounts are determined by the administrator and/or grant writer. These positions will be posted and a supplemental contract will be issued.
- d) SUPERVISION STIPENDS. The District may offer a stipend to certificated staff for supervision duties before or after school. Amount to be determined by the administrator. These positions will be posted and a supplemental contract will be issued.

NOTE: There is no pay for participation on District/Community-Level voluntary committees such as, but not limited to, the Hi-Cap Advisory Committee, district facilities planning committees, Strategic Planning groups, etc.

6.3 **District-sponsored Trainings**

Pay for attending approved district-sponsored training beyond the base contract, shall be paid at the employee's per diem rate of pay.

Pay, if any, for approved trainings that are sponsored by and funded by an outside source will vary depending on the training pay, if any, offered by the outside source.

Professional Educator Enrichment Responsibilities (PEER)

- 6.4 Staff members with 16 years or more experience in the State of Washington as of September 1 and as calculated by OSPI, will be offered fourteen (14) hours for Professional Educator Enrichment Responsibilities (PEER) paid at the per diem rate of pay.

To receive pay, the employee must be at a Factor of 16, MA+135. To be eligible for credits beyond the Master's degree, the employee must submit credit documentation to the District Office no later than October 1st of the current calendar year. If credit is *earned* prior to October 1st, but the employee failed to submit documentation to the District Office, they are not eligible for the extra hours of PEER (this provision applies for the purpose of earning PEER pay and does not negate the rules regarding movement on the salary schedule if credits are earned before Oct. 1st and submitted later in the year.)

The employee will document the hours on the District's Employee Verification PEER Hours Pay form.

District-Directed Activities

- 6.5 Employees (full-time and part-time) are expected to participate in 11 hours of district-directed training for **each year of this Agreement** at the employee's per diem rate of pay. If employees are unable to attend, the District will make all training resources available. It is the employee's responsibility to ensure they obtain the necessary information to be able to implement certain aspects of the trainings. Employees will not be compensated for non-attendance unless 6.6 below applies. A plan for training activities offered within each building/department will be developed by the principal and/or supervisor **in consultation with Building Leadership Teams** and distributed to staff by **October 15** [for at least the first seven (7) hours] and by **February 15** for the remaining hours. All District Directed hours **scheduled pursuant to this Section** must be used no earlier than the first **two weeks** before the start of school and no later than the first Friday following the last day of school.

Hours worked for District-Directed Activities are recorded on sign-in sheets and submitted by the principal/director to the District Office for payroll.

These hours shall be paid for by the Title II funds and are subject to continuation

of these or other identified State and Federal sources.

- 6.6 Individuals who are unable to attend district-directed training due to other district-approved activities, or for whom the activity does not directly relate to their job assignment, may submit an alternative plan to their principal and /or supervisor for approval, in order to be paid for District- directed activities. The plan must be submitted prior to non-attendance of the scheduled activity when possible and relate to the Building Improvement plan.
- 6.7 Professional Learning Days: Professional Learning Days will be provided as specified in **RCW 28A.150.415 as now existing or hereafter amended. These days must be scheduled as stated in section 6.5 above.**
- 6.8 The District will add seven hours of LID (“**Learning Improvement Days**”) time, regardless of FTE, as optional work time, to be used the last business day before school starts. Pay will be at the employee’s per diem rate of pay for the documented time.

Three of the seven hours will be principal-directed and four of the seven hours will be teacher-directed.

- 6.9 Professional Learning Community (PLC) Days** The purpose of Professional Learning Communities (PLCs) includes time for educators to work together to share, discuss and apply research-based, best instructional practices using the Marzano Instructional Framework.

PLCs are teacher-centered with administrative guidance to focus on our mission and goals.

Early release time set aside for this purpose may include learning about instructional practices that result in improved student learning; reviewing and analyzing data to enhance instruction; and coordinating curriculum to align to Common Core standards and state standards where appropriate.

Facilitators, building leaders and building administrators will work together to ensure that plans and agendas for PLC time are linked to improved student learning. It is understood that this time provides opportunities for teachers and staff to collaborate professionally amongst themselves.

Section 7 – Outdoor School

- 7.1 The District recognizes that during environmental camp teachers are essential for a successful outing and are continually on duty for teaching and supervision purposes. Teachers participating in camp will be paid for time outside their regularly-scheduled work day.

Participating teachers will be paid at the rate of \$150 for time worked from 4:00 p.m. to 10:00 p.m. each camp evening, if they work the entire period from 4:00 p.m. to 10:00

p.m. There is no partial stipend available for working some of the evening. If the employee stays the entire night, they will be paid \$100 for work and supervision from 12:00 a.m. to 8:30 a.m. each camp day morning. There is no partial stipend available for staying part of the night.

Section 8 – Transportation Reimbursement

- 8.1 When acting in accordance with assigned duties or when required to travel from one building site to another in his/her own private vehicle during working hours, an employee shall be reimbursed for such travel at the prevailing state rate.

Section 9 – Industry Experience Calculations for ESA Certificate Holders

- 9.1 For the purpose of salary schedule placement, up to seven (7) years of industry experience, as determined by the District, will be counted for those holding certificates in the following categories as long as the employee is assigned to such position: SLPs, OT's, PTs, school psychologists, and school nurses.

This provision applies only to those hired with the 2019-20 school year and beyond.

Section 10 – National Board Certification Stipend

The District will provide a stipend in the amount of \$1,500 per school year for Educational Support Associates (ESA) who possess the following recognized national certifications:

Speech Language Pathologist: Certificate of Clinical Competence

Registered Nurses: National School Nurse Certification

Occupational Therapist: National Board for Certification Occupational Therapy (NBCOT)

Physical Therapist: National Physical Therapist Examination (NPTE)

Psychologist: National Certification in School Psychology (NASP) or American Board of Professional Psychology (Diplomate)

Payment will be made to the ESA with continuing board certification as a lump sum in the month following proof of certification.

ARTICLE VIII - ASSIGNMENT AND TRANSFER

To assure that employees are given equal consideration for new assignments or transfers, the following procedures will be used.

Section 1 -- Definitions

- 1.1 For purposes of this article, the following definitions shall be in effect.
- 1.2 "Transfer" shall mean the process whereby an employee's job assignment changes from one building or administrative unit to another. In cases where an employee is working in multiple buildings or administrative units**, transfer shall mean the process of changing that person's job assignment to a different combination of buildings and/or administrative units. It will not be a transfer whenever an employee with multiple building or administrative locations is assigned into fewer of the same buildings and/or administrative locations.

** Administrative Unit: programs managed by administrators other than building principals, wherein the administrator is responsible for administrative functions such as managing the program, the budget, personnel, students, and curriculum. The Association and those assigned to an administrative unit will be notified yearly of their unit status as it relates to job assignment location changes.

- 1.3 "Assignment" shall mean the process of determining an employee's specific job assignment within the building(s) and/or administrative unit(s) in which he/she has been working.
- 1.4 An "open position" shall mean an employment position remaining after the administrator of the building or administrative unit has assigned all employees within that unit for the following year. Open positions will be posted.

Positions that are new to a building (e.g., an instructional coach funded for a building that did not previously have an instructional coach) will be posted. This would include new positions created with existing funding, but does not include additional grade levels added due to increased enrollment.

Section 2 -- Criteria

- 2.1 The following criteria will be considered by the District in making assignments and transfers:
1. Student needs.
 2. The specific requirements of each job assignment including, but not limited to, special programs, building priorities, and building organization.
 3. The professional qualifications of the employee (including State and Federal

requirements).

4. The employee's length of certificated service within the Shelton School District.
5. The interests and aspirations of the employee.

Section 3 -- Assignment

- 3.1 Employees are encouraged to talk with unit administrators about position changes the employee might desire. Employees shall be notified of any changes made to their assignment at the earliest date possible. Changes in assignment after August 1 shall only be made after a conversation takes place between the administrator and the employee concerned.

Section 4 -- Transfer

- 4.1 Any employee desiring to transfer for the following school year must apply for the open position for which they wish to be considered, using the district's online application system. Current district employees shall be guaranteed an interview for open positions for which they are qualified, if they have correctly applied for the specific position. Employees not selected for the open position will be provided an explanation upon request.

- 4.2 Application Process: Employees must fully complete the district's online application when applying for a position. If required application documents (such as transcripts and certificates) are already on file in the employee's personnel file, the applicant may upload a one-page document into the online system indicating the documents are available at the District Office instead of uploading the actual documents into the application system.

- 4.3 Involuntary Transfers

- 4.3.1 *Declining or unequal enrollment/program/certification requirements:* In the event it is necessary, due to declining/unequal enrollment or program or certification requirements, to involuntarily transfer an employee, the District shall first request qualified volunteers for such position among the staff of the building or buildings involved. If no qualified employee volunteers, the following procedures shall apply:

- 4.3.1.1 The qualified employee of the affected building with the shortest length of service in the Shelton School District will be transferred.

- 4.3.1.2 In the event transferring the person with the shortest length of service creates a vacancy that can't be filled by a qualified employee within the same building, the person with the next shortest length of service shall be transferred. If this transfer again creates a vacancy that can't be filled by a qualified

employee within the building, the process will be repeated until an appropriate transfer can be made.

- 4.3.2 When involuntary transfers are necessary the District shall advise the affected employee as soon as possible and explain the rationale of the transfer.
- 4.3.3 No employee will be involuntarily transferred in two (2) consecutive years or more than twice during any five (5) year period unless a reduction in force (RIF) is implemented or unless certification requirements dictate a transfer.
- 4.3.4 'Length of service' as it is used in the SEA Bargained Agreement shall mean the length of certificated service in the district. Except where 'longevity' is defined in the SEA Bargained Agreement as 'total longevity in Washington State', 'longevity' shall also mean the length of certificated service in the district.
- 4.3.5 When an employee is involuntarily transferred from school site to another due to budget or program, that employee, if qualified, will be given consideration to return to the school site prior to the position being posted. First consideration rights are effective for two (2) school years following the initial transfer.

If there is more than one qualified transferee requesting first consideration and not enough vacancies to consider all requests, the transferee with the most certificated experience within the district will be given first consideration rights.

If a transferee is not selected to fill the vacancy, they shall be notified in person or in writing explaining the specific reason(s) for the decision.

Section 5 – Job Postings

- 5.1 The District shall issue job postings for open positions. Job postings shall remain open for a minimum of seven (7) days following the date of the posting, except it may be shortened for postings that occur after August 15. During the school year, the District will post job postings on bulletin boards in each school, on the District's Human Resource web page, and send a copy of the posting to the Association office.

Section 6 – Moving

- 6.1 The Maintenance and Facilities Department will move an employee's classroom materials and equipment when an assigned move is determined.

Classroom moves: Employees who are requested by administration to move in two consecutive years to a different classroom shall have the opportunity to work up to

seven (7) hours paid at the per diem rate of pay (beginning with the 2015-16 school year) to pack and unpack classroom materials.

School site moves: Employees who are requested by administration to move to a different school site shall have the opportunity to work up to seven (7) hours paid at the per diem rate of pay (beginning with the 2015-16 school year) to pack and unpack classroom materials.

Additionally, if the Maintenance and Facilities Department is unable to move any teacher to a new classroom or building site by August 15th then the employee shall be compensated up to seven (7) hours at the per diem rate of pay (beginning with the 2015-16 school year) to pack and unpack classroom materials.

Employees may also use up to 10 hours of TRI time for moving to a different classroom or school site per Article VII, 6.4.

ARTICLE IX - EVALUATION PROCEDURES

The basic assumptions underlying the employee evaluation process in the Shelton School District are as follows:

Section 1 -- Purpose

- 1.1 The purposes of evaluation are:
 - 1.1.1 To improve the professional performance of the employee;
 - 1.1.2 To let the employee know how he/she is getting along on a regular basis;
 - 1.1.3 To specifically inform the employee of ways in which he/she can improve;
 - 1.1.4 To identify specific training needs of an employee;
 - 1.1.5 To review current goals and set new goals and objectives;
 - 1.1.6 To establish dialogue between the employee and evaluator to clarify expectations and individual concerns; and
 - 1.1.7 To establish a basis for contract renewal or non-renewal.

Section 2 -- Law

- 2.1 In accordance with state law, (RCW 28A.405.100 - 140, WAC 392.191) "....it shall be the responsibility of a principal or his or her designee to evaluate all certificated personnel in his or her school. During each school year all classroom teachers and certificated support personnel, hereinafter referred to as 'employees' in this section, shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty minutes. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the evaluation in writing, and shall provide the employee with a copy thereof within three (3) days after such report is prepared. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period."

Section 3 – Information Used

- 3.1 Evaluation of employees is based on observations in the normal work setting as well as a wide variety of other information relating to the employee's total performance. The minimum number of formal observations of the employee in his/her work setting is to be two (2) (not less than twenty (20) minutes in length) for a total of sixty (60) minutes or more per year. There is no set number of informal observations of ongoing employee related activities. These informal observations and other indicator of performance may include, but are not limited to, employee performance of assigned duties, lesson planning, and the employee's relationships with students, parents, and other staff members.

Section 4 – Use of the Forms (Appendix C)

- 4.1 The forms are designed to assist both in formulating and in recording an accurate

appraisal of the individual's efforts toward fulfilling requirements which relate to teacher responsibility and performance. Three (3) copies of the form are completed: one (1) for the individual employee, one (1) for the evaluator, and one (1) for review by the Superintendent and placement in the personnel file. The personnel file has restricted access and documents are not released without the individual's permission. Anyone who disagrees with any or all of the evaluation may attach a written statement.

- 4.2 In addition, the form provides for the setting of goals and objectives between the evaluator and employee. The goals will always indicate ways of developing growth within the classroom, the building, the District, and the profession. These goals will be mutually agreed upon between employee and evaluator and will be reviewed periodically through the year or may be modified as the situation dictates. This goal setting process is intended for every employee as a way of providing for continued personal and/or professional growth.
- 4.3 While it is recognized that the administrator bears major responsibility for selection of prescriptive action, it is also recognized that the employee needs to participate in this process.

Section 5 -- Probation

- 5.1 **Probation Track.** Prior to the District, or its authorized representatives, taking any official action regarding Probation, a conference shall be held between the evaluator, the affected teacher, his/her designated representative, and the Superintendent and/or his/her designated representative. The purpose of such conference shall be to afford the employee an opportunity to provide input to the Superintendent prior to any official action regarding probation occurring.
- 5.2 **Establishment of Probationary Period.** If the Superintendent concurs with the evaluator's judgment that the performance of the teacher is unsatisfactory, the Superintendent shall place the teacher in a probationary status. Such placement may begin at any time after October 15. The teacher shall be notified in writing of the specific areas of deficiency and be provided with a written program for improvement. The probationary period shall continue for a minimum of sixty (60) school days. During the probationary period, the employee may not be transferred from supervision of the original evaluator. The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in the identified areas of deficiency. The establishment of the probationary period and the giving of the notice to the teacher of deficiency shall, in accordance with Washington State law, be done by the Superintendent. During the probationary period the evaluator shall meet with the teacher at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the teacher.

The evaluator may authorize one (1) additional qualified administrator, with Association notification, who shall not be a member of this bargaining unit, to evaluate the probation teacher and to assist that teacher in improving the identified

areas of deficiency; such additional person 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 teacher 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 teacher 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.

- 5.3 **Appeal.** A teacher on probation can appeal the evaluation procedure through the grievance process.

ARTICLE X - REDUCTION IN FORCE

The Board of Directors shall determine the educational program and services for the District. If the Board determines that the certificated staff of the District should be reduced for the following school year by reason of financial necessity, the Board will institute the plan below.

1. Determination of Vacant Positions:

1.1 The District will determine the number of available certificated positions for the following school year.

2. Notification and Appeal Procedures:

2.1 If a reduction in force is being considered, the District shall tender a list via e-mail to the Association and each employee, not later than the first teaching day of May, which shows rank order of existing employees according to seniority as defined below. The list shall show existing employee certificated endorsements held at the time the list is developed.

If an employee believes they have additional endorsements or have not been credited with the proper amount of seniority, the employee must notify the Superintendent in writing (by letter or email) within five (5) workdays of the final list being sent. Such written notification must allege the facts which make the employee's seniority or endorsement incorrect. Failure to make such timely notification shall waive an employee's right to later challenge the inappropriateness of the employee's seniority ranking or endorsements. If such notification is given, the facts shall be reviewed by the Association and the District in an effort to resolve the matter. Upon failure to resolve the matter within five (5) workdays after such written notice, the Association and the District shall make a joint request to the Superintendent of Public Instruction for a member of his/her staff to act as arbitrator. If SPI declines to provide this service, the parties shall attempt to mutually agree on an arbitrator.

3. Retention:

3.1 Employees will be considered for retention based on seniority and certification endorsements held at the time of implementation of this procedure.

4. Procedures:

In the event that there are more qualified employees than available positions in the district, the following criteria shall be used to determine which employees shall be recommended for retention.

4.1 Those employees who are provisional, as that term is used in RCW

28A.405.220, shall be released first.

- 4.2 An employee retained shall be the most senior employee available with the appropriate certification.
- 4.3 In the event a program is eliminated or a position cut, the employee in that program/position may request to be considered for another position for which they qualify.
- 4.4 The District shall have the right to assign and transfer employees during the implementation of this procedure to positions for which they qualify with the appropriate certification. In the case of a transfer, the District will seek input from the Association.
- 4.5 In case the District must locate an employee for retention or recall with unique qualifications, the District may retain or recall the employee provided that no employee with more seniority qualifies for the position. Unique qualifications shall be defined as those required to teach a specific course or to teach in several programs departments.

5. Seniority Defined.

- 5.1 Seniority shall be based on total longevity in Washington State. In order to determine that number of years, the District and the Association agree that a year's credit as properly reported on the current S-275 form shall control. The District will provide a copy of the February S-275 report to the Association.
- 5.2 If a tie exists in 5.1 above, the employee with the greatest longevity in the Shelton School District shall be the more senior employee.
- 5.3 If a tie still exists, the more senior employee shall be the furthest to the right on the salary schedule.
- 5.4 If there is still a tie, the more senior employee shall be the one with the greatest number of currently documented credits beyond their current placement on the salary schedule.
- 5.5 If a tie still exists, an employee with National Board Certification will be considered the more senior employee.
- 5.6 In the event a tie continues to exist, a final selection shall be made by lot by a disinterested third party.

6. Employment Pool:

- 6.1 All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment

and placed in an employment pool for possible employment for a period of one (1) year. Employment pool personnel will be given the opportunity to fill open positions within the endorsed areas for which they are qualified. If more than one (1) such employee is qualified for an open position, the criteria as set forth herein shall be applied to determine who shall be offered such position.

- 6.2 It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent by the first work day of each month of his/her current mailing address and availability for work if there has been a change from the previous month.
- 6.3 When a vacancy occurs for which a person (s) in the employment pool would qualify, notification from the school district to such individual will be by certified mail to the address last given by employee or by personal delivery.
- 6.4 Employees so notified shall accept or reject the recall within five (5) working days of notification and be available for work within ten (10) working days. If no response is received from an employee, the District will consider the recall rejected. If the employee rejects the recall assignment, he/she shall be dropped from the list and lose all rights for reemployment.
- 6.5 An employee on authorized leave at the time a reduction in force is implemented will be reinstated upon return from leave if he/she would not have been affected by the lay off and will be laid off if he/she would have been affected by the lay off.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1 -- Definitions

- 1.1 A grievance is an alleged violation of a specific term of this agreement or a dispute regarding an interpretation of the agreement. A grievance shall be only for an act or event which actually occurred.
- 1.2 A grievant shall mean an employee, a group of employees, or the Association.
- 1.3 During the summer months “school days” shall mean the days regular school is in session.

Section 2 – Procedure for Processing Grievances

The grievant and/or Association may initially present the grievance orally or in writing to the immediate supervisor. At each step where a written grievance is required, the written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. Grievances will be processed within the stated time limits unless extended by mutual agreement in writing. If the grievant or Association fails to meet the appointed time lines, the grievance will be dismissed. If the Administrator, Superintendent or School Board fails to meet the appointed time line the grievant or Association may automatically proceed to the next step in the grievance process.

2.1 Step One: Informal Meeting with the Immediate Supervisor

If the grievance is not settled orally, a Grievance Report Form (Appendix E) shall be completed including the name of the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the contract alleged to be violated, and the specific relief or remedy requested.

The Grievance Report Form shall be presented to the immediate supervisor within fifteen (15) workdays from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance which ever is later.

Upon receipt, the immediate supervisor shall sign and date the Grievance Report Form and give a copy of the form to the grievant(s), Association, and the Superintendent. Within five (5) workdays, the immediate supervisor shall provide a written answer to the grievant(s), and Association that includes the rationale and all supportive evidence for the decision.

2.2 Step Two: Superintendent or Designee

If a satisfactory settlement is not reached at Step One, the grievance may be appealed to Step Two within ten (10) work days of receipt of the decision

rendered in Step One.

The Superintendent or their designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative scheduled within ten (10) work days of the receipt of the Step Two appeal. The purpose of the meeting shall be to affect a resolution of the grievance.

The Superintendent or designee shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s) and/or Association representative and immediate supervisor within five (5) work days from the conclusion of the meeting.

2.3 Step Three: Board of Directors

If a satisfactory settlement is not reached at Step Two, the grievance may be appealed to Step Three within ten (10) work days of receipt of the decision rendered in Step Two.

The Board of Directors shall arrange for a grievance meeting with the grievant(s) and/or Association representative scheduled within Twenty (20) work days of the receipt of the Step Three appeal. The purpose of the meeting shall be to affect a resolution of the grievance.

The Board of Directors shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s) and/or Association representative and immediate supervisor within ten (10) work days from the conclusion of the meeting. The decision rendered at Step Three shall be considered the final decision of the District.

2.4 Step Four: Arbitration

If the grievant is not satisfied with the final decision made by the District at Step Three the grievance may be submitted before an impartial arbitrator at the option of the Association. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its request to arbitrate within twenty (20) school days of receipt of the written disposition from the Board.

Section 3 – Grievance Mediation

- 3.1 In the event that a grievant is not satisfied with the ruling or disposition of a grievance by the Board at step three, the Association may request grievance mediation in attempt to resolve the issue prior to going to Arbitration.
- 3.2 All conditions of the grievance procedure must be fully executed before grievance mediation can be requested. In requesting grievance mediation, the grievant, the Association and the District accept that a good faith effort is to be undertaken wherein the outstanding issue (s) will be referred to a neutral mediator in an effort to reach a final solution.

Procedures

- 3.2.1 Written notice must be submitted by the Association to the Superintendent within five (5) school days after receiving written notice from the School Board on the issue in question.
- 3.2.2 The written notice shall specifically request "Grievance Mediation" for issue in question.
- 3.2.3 Both the District and Association must agree in writing that they desire to undertake "Grievance Mediation" over the issue (s) in question. The District will respond in writing to the Association within three (3) school days after the receipt of the Association written request.
- 3.2.4 Within five (5) school days following the written agreement to seek "Grievance Mediation" the Association shall notify Mediation Research and Education Project, Inc. (M.R.E.P.)
- 3.2.5 M.R.E.P. shall schedule a "Grievance Mediation" conference at the earliest possible date. The conference will take place in a mutually agreeable location and time.
- 3.2.6 Each party shall designate one (1) person to serve as their spokesperson at the mediation conference.
- 3.2.7 The mediator will meet jointly, and separately with both parties in an effort to reach a mutually acceptable agreement.
- 3.2.8 The mediator does not have the authority to compel agreement, nor to rule with finality on the issue (s) in question.
- 3.2.9 The presentation of facts and materials to the mediator need not be limited to those previously presented in the regular grievance procedures. There will be no formal transcript of record made.
- 3.2.10 Any written materials presented to the mediator shall be returned to the submitting party at the conclusion of the conference. One (1) copy of the written grievance may be retained by the mediator for the purpose of statistical analysis.
- 3.2.11 Each party will be responsible for their individual expenses associated with "Grievance Mediation" procedures.
- 3.2.12 Fees and expenses for the "Grievance Mediation" shall be shared equally by the District and the Association.

Section 4 – Arbitration Costs

- 4.1 Each party shall bear its own preparation costs of arbitration. The fees and charges of the arbitrator, if any, shall be shared equally by the parties.
- 4.2 The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall confine inquiry and decision to the specific area of the contract as cited in grievance form. Non-renewal, dismissal, adverse effect, matters relating to evaluation and the placement of employees on probation shall be grievable, only through step three of the grievance procedure and beyond step three shall be governed and controlled by the rights, procedures and remedies afforded by statute.
- 4.2 Absent mutual agreement of the parties within ten (10) calendar days on the source of an arbitrator and the rules under which he/she will function, the arbitrator shall be chosen from the American Arbitration Association panel in accordance with its voluntary rules. Absent mutual agreement to the contrary, said arbitrator shall function under the American Arbitration Association voluntary rules, provided that any procedural or substantive provision contained in this contract shall take precedence over any voluntary rule of the AAA which is contrary to or inconsistent with it.

ARTICLE XII - DURATION AND REOPENER

- 1.1 This contract shall be in effect from **September 1, 2023 until August 31, 2026**. The desire of the Association to bargain a successor agreement shall be made known to the District in writing on or before March 15. Grievances arising prior to the date of ratification of this agreement shall be dealt with under the terms and conditions of the preceding contract.

- 1.2 This contract may be reopened for further negotiations at any time, upon agreement of both parties. In addition, each party may bring up to two non-monetary topics, **as well as any active MOU's**, to be reopened and bargained prior to the annual anniversary dates of this agreement.

This agreement between Shelton School District No. 309, Board of Directors and the Shelton Education Association is agreed upon as of this
2nd day of October, 2023.

FOR THE DISTRICT:

Sandy Gagnon

Karla Knudsen-J

J. G. ...

Ken Davids

FOR THE ASSOCIATION:

Eva James

Date: 10/02/2023

ATTEST:

Wyeth Jessee

Wyeth Jessee, Secretary to the Board

APPENDIX “A” Shelton Salary Schedule –

2023-24 SEA Salary Schedule					
STEP	BA	BA+45	MA BA+90	MA+45	MA+90
0	58,652	62,038	68,675	73,830	77,155
1	59,443	62,923	69,439	74,648	77,948
2	60,194	63,818	70,207	75,401	78,740
3	60,968	64,666	70,936	76,117	79,535
4	61,726	65,553	71,699	76,916	80,359
5	64,517	66,450	72,477	77,673	81,183
6	65,328	67,362	73,272	78,443	81,971
7	66,762	68,912	74,762	80,007	83,637
8	68,927	71,257	77,105	82,427	86,185
9		73,629	79,477	84,923	88,811
10		76,123	81,974	87,488	91,505
11		78,687	84,539	90,174	94,271
12		81,173	87,208	92,932	97,153
13			89,967	95,759	100,104
14			92,808	98,783	103,168
15			95,222	101,350	105,849
16			97,127	103,379	107,966
Longevity Stipend: 6-7 years = additional 3% of placement 8-9 years = additional 4% of placement 10-15 years = additional 5% of placement 16+ years = additional 7% of placement				Note: 14 additional hours offered for PEER for those with an MA135; Step 16, per language in Article VII, 6.4.1.	

2024-25 SEA Salary Schedule					
STEP	BA	BA+45	MA BA+90	MA+45	MA+90
0	61,585	65,140	72,109	77,522	81,013
1	62,415	66,069	72,911	78,380	81,845
2	63,204	67,009	73,717	79,171	82,677
3	64,016	67,899	74,483	79,923	83,512
4	64,812	68,831	75,284	80,762	84,377
5	67,743	69,773	76,101	81,557	85,242
6	68,594	70,730	76,936	82,365	86,070
7	70,100	72,358	78,500	84,007	87,819
8	72,373	74,820	80,960	86,548	90,494
9		77,310	83,451	89,169	93,252
10		79,929	86,073	91,862	96,080
11		82,621	88,766	94,683	98,985
12		85,232	91,568	97,579	102,011
13			94,465	100,547	105,109
14			97,448	103,722	108,326
15			99,983	106,418	111,141
16			101,983	108,548	113,364
Longevity Stipend: 6-7 years = additional 3% of placement 8-9 years = additional 4% of placement 10-15 years = additional 5% of placement 16+ years = additional 7% of placement				Note: 14 additional hours offered for PEER for those with an MA135; Step 16, per language in Article VII, 6.4.1.	

2025-26 Proposed SEA Salary Schedule					
STEP	BA	BA+45	MA BA+90	MA+45	MA+90
0	64,664	68,397	75,714	81,398	85,064
1	65,536	69,372	76,557	82,299	85,937
2	66,364	70,359	77,403	83,130	86,811
3	67,217	71,294	78,207	83,919	87,688
4	68,053	72,273	79,048	84,800	88,596
5	71,130	73,262	79,906	85,635	89,504
6	72,024	74,267	80,783	86,483	90,374
7	73,605	75,976	82,425	88,207	92,210
8	75,992	78,561	85,008	90,875	95,019
9		81,176	87,624	93,627	97,915
10		83,925	90,377	96,455	100,884
11		86,752	93,204	99,417	103,934
12		89,494	96,146	102,458	107,112
13			99,188	105,574	110,364
14			102,320	108,908	113,742
15			104,982	111,739	116,698
16			107,082	113,975	119,032
**Based on an estimated 5% increase					
Longevity Stipend: 6-7 years = additional 3% of placement 8-9 years = additional 4% of placement 10-15 years = additional 5% of placement 16+ years = additional 7% of placement				Note: 14 additional hours offered for PEER for those with an MA135; Step 16, per language in Article VII, 6.4.1.	

APPENDIX “B” Contracts

Building Leadership Contracts	Stipend (% of base cell of Salary Schedule Table)	Number of Positions
High School Building Leaders	8.40%	11 @ SHS; 2 @ CHOICE and CEDAR
Junior High School Building Leaders	8.40%	8 positions
Middle School Building Leaders	8.40%	8 positions
Elementary Building Leaders	8.40%	8 positions per elementary school site
District Leadership Contracts	Stipend (% of base cell of Salary Schedule Table)	Number of Positions
Curriculum leaders in adoption year:	13.0%	As determined by Administration
Content curriculum leaders:-	8.40%	

Extended Year Contracts FTE)	Number of Days (Per Person, Per	Paid at the per diem rate of pay.
District Nurse	Up to 10	As determined by Admin/Dist.
Librarians – High School	Up to 10	As determined by Admin/Dist.
Librarians – J.H. and M.S. (.5 ea)	Up to 10	As determined by Admin/Dist.
Librarians – Elementary	Up to 10	As determined by Admin/Dist.
Counselors	Up to 10	As determined by Admin/Dist.
Special Services IEP Days (SLPs, OTs, PTs and teachers)	3	
Special Services Testing/MDT Days (SLPs and OTs)	2	
Vocational Days *as assigned; not per fte.	Variable	As determined by Admin/Dist.
Psychologists/SLPs	Up to 10	As determined by Admin/Dist.

APPENDIX “C” Evaluation Program

PROFESSIONAL GROWTH CERTIFICATED EVALUATION PROGRAM PHILOSOPHY

District school board members, administrators and certificated staff are committed to maintaining and improving our strong educational programs. We believe an effective evaluation program focuses on professional growth and represents a key component in the improvement of instruction.

While the primary focus of evaluation is to improve instruction, teacher evaluation requires employees to satisfactorily meet the criteria as established by statute and contract. The district and the certificated staff believe that the best way to meet legal requirements, while at the same time focusing on improvement of instruction, is to establish a system which contains a professional growth option.

The evaluation process, either summative or formative, must be continuous, constructive and take place in an atmosphere of trust and respect. The process is a cooperative effort on the part of the evaluator and the employee. It is designed to encourage productive dialogue among staff, between staff and supervisors, and to promote professional growth and development.

This system will work because Shelton School District professionals recognize their responsibility for their own professional growth and the need to expand their knowledge and effectiveness. This system will work because administrators take seriously their role as instructional leaders and are dedicated to the growth of the staff.

LEGAL AND CONTRACTUAL STANDARDS FOR CERTIFICATED EVALUATION

The Shelton School District Certificated Evaluation Program has three tracks: (1) the traditional, summative strand as described in the Shelton Education Association Collective Bargaining Agreement, (2) the short summative strand as described in RCW 29A.405.100,* and (3) the Formative Professional Growth Option (PGO) as described on the following pages.

State law and Board policy require all certificated employees to be evaluated annually. Pursuant to legislation (WAC 392-192-020) any certificated employee who has completed four years of satisfactory performance in the District, may qualify and voluntarily participate in the Professional Growth Option. An individual may remain on the Professional Growth Option and/or short form for two years but must be evaluated via the traditional, summative evaluation every third year.

The statutory, policy and contractual authority related to certificated evaluation are referenced as follows:

Shelton School District Policy: Article IX (Contract)

Shelton School District/Shelton Education Association Collective Bargaining Agreement: Article I (Contract)

Washington Administrative Code

WAC 392-191-001

WAC 392-191-005

WAC 392-191-010

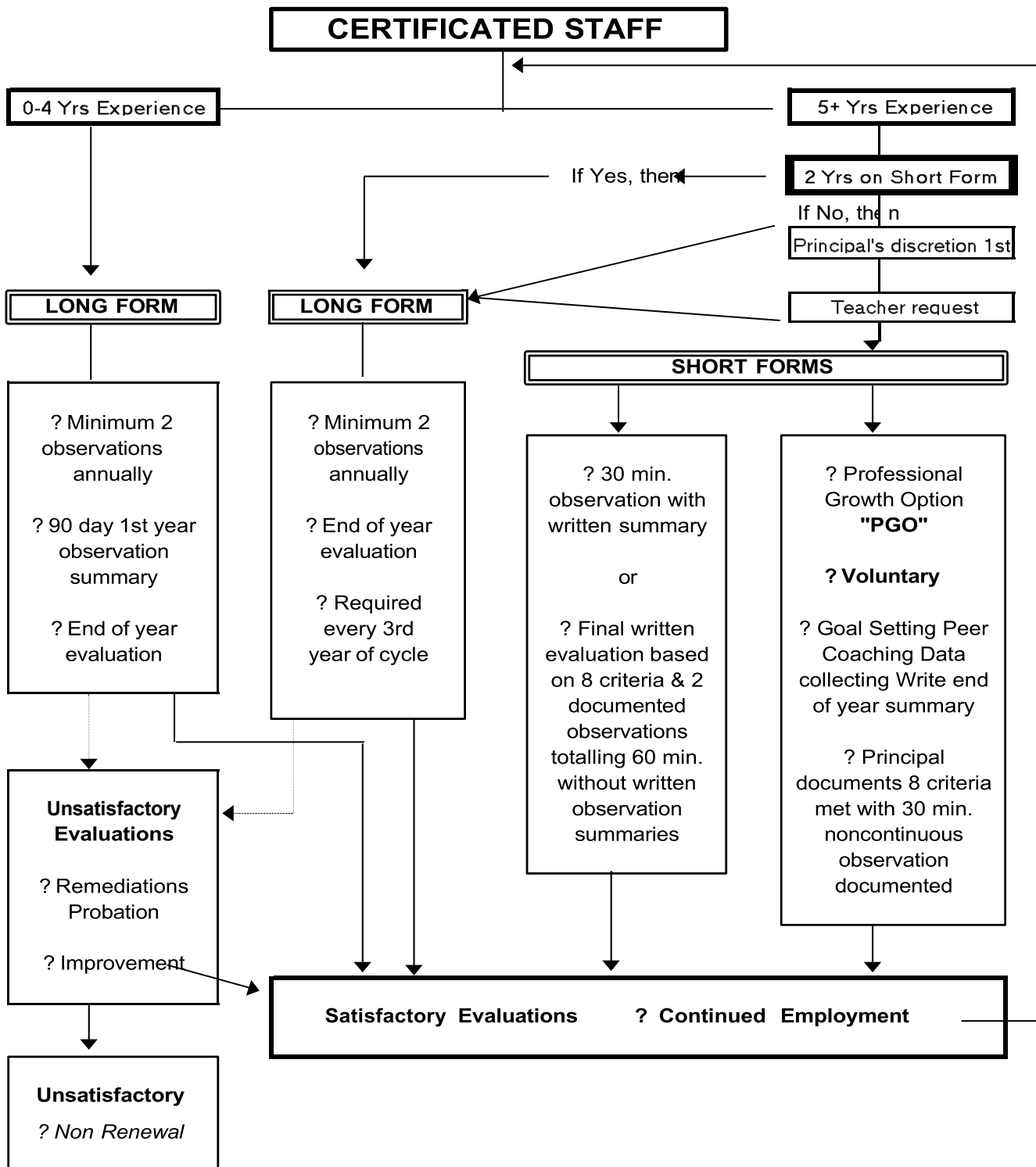
WAC 392-191-020

WAC 392-192

* The short form may be used for 2 out of 3 years while the long form will be used the first year.

SHELTON SCHOOL DISTRICT PERFORMANCE EXPECTATIONS

CERTIFICATED EVALUATION and PROFESSIONAL GROWTH PLAN



EVALUATION CRITERIA KEY POINTS

+ (#+) Every three years, the employee must have a Long Form - Summative Evaluation.

Long Form - Summative evaluation

- Two Observations - Total observations time shall not be less than 60 minutes Documented in writing.
Provide employee with copy within three days after report is prepared.
New employees shall be observed at least once for a total observation time of 30 minutes during the first ninety days.
- Annual Evaluation - Use Final Evaluation Form - copies for employee, evaluator, and personnel file.
New employees follow 90- day requirements.
- Probation same as in the contract

Short Form - Summative Evaluation

After an employee has five years of successful teaching, the evaluator may use a short form evaluation. The short form may, but need not, be used in conjunction with the Professional Growth Option.

The Short Form Evaluation shall include:

- a) The completion of the Short Form Evaluation based on at least one observation of not less than 30 consecutive minutes. The employee will be provided a written summary of the observation using the observation form.

or

- b) A final evaluation will be conducted using the Long Evaluation Form based on two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared.

- + Placement on the Short Form Process is determined by the evaluator.
- + The Short Form Evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory or as probable cause for the nonrenewal of an employee's contract.
- + Copies of the observation summary and/or the evaluation will be placed in the employee's personnel file.

Professional Growth Option - Formative Evaluation

Form of personnel evaluation in which the emphasis is on growth and improvement.

- ② The completion of the Professional Growth Option verification form. Copies to employee, evaluator, and personnel file.
- ② Materials/records/portfolios expressly developed as a result of the individual's participation in the PGO program shall be the property of the certified staff member and shall not be retained in the employee's personnel file or used by the district in its formal evaluation criteria.
- ② Placement on the Professional Growth Option requires mutual agreement by the employee and the evaluator.
- ② The employee may request to not proceed with the Professional Growth Option when there is a change in the evaluator.

Professional Growth Option

LOGISTICS GRAPHIC

Years In District:

1,2,3,4 Summative long form procedures

5 Professional Growth Option and/or summative short form available.

Employees considered for the professional growth option and/or the summative short form of evaluation must have five or more years of successful teaching. Principals will determine which of those employees will be evaluated using the long form evaluation process or the short form evaluation process.

Those employees being evaluated on the short form may request to also participate in PGO and if approved by the principal, proceed in the cycle. Approval to participate in the PGO will initially be limited to no more than one third of the building staff at one time. Consideration may be given to grade level and department participation to produce to produce a balance within the staff.

Formative Track

The purpose of the Formative evaluation model shall be to promote professional growth and improved instruction for employees and administrators. The PGO shall be available and shall be voluntary to employees who have successfully completed four satisfactory long form evaluations. The PGO model will encourage professional growth through goal setting, involve the employee and administrator in cooperative discussions and planning, and encourage collegial interaction for the accomplishment of goals.

By October 31st of any year, PGO evaluatees will develop their annual goals and meet with their supervisors. Depending on the complexity of the goals (one goal must be an instructional goal), employees will choose three to four goals from the following categories:

- a. **Instructional goals** - These are directly related to the teaching act and are usually the most long lasting.
- b. **Student goals** - Goals in this category relate to desired student outcomes.
- c. **Program goals** - These goals relate to curriculum development and committee involvement.
- d. **Personal and professional goals.**

These goals should be consistent with building and district goals and be designed to promote an individuals' professional growth and improve instruction. Employees should have in mind the goals, the areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and the methods for evaluating growth toward the goals.

During this meeting, the supervisor shall act as an advisor in order to clarify and refine the goals. He/she shall assist in developing data collection methods and ways to evaluate, and discuss needed resources.

During January or February, a second meeting will occur in order to discuss collaboratively the progress on goal attainment and to refine and update any need for resources.

If the person is on the professional growth option and the principal believes they should be on the summative program after the year has progressed, the administrator must notify the person in writing of the reason for this decision by March.

If the evaluator cannot verify that minimum criteria, as required by state statute, are being met, the principal will request in writing from the Personnel Office the permission to perform a Summative review(Short Form.) The letter documenting the request will be given to the employee within five days of being submitted to the Personnel Office.

During the Summative review the Short Form procedures will be used. At the conclusion of the Summative review, if the employee meets minimal criteria, the employee may return to the PGO tract. If the conclusion is that the employee does not meet minimum criteria, a full Long Form evaluation will be conducted to ascertain future track placement. The employee will not be placed on Probation during this process. The Summative review will occur within twenty (20) working days after the written request.

By May 15th, a final meeting will be held to analyze data and evaluate the success of the goals. At this meeting a report on yearly goals shall be compiled collaboratively and submitted to the district personnel file.

At this meeting, the supervisor will verify that the employee has met state statute requirements. At any time during the PGO cycle, collaborative interaction is encouraged based on trust and confidence. Growth is the desired outcome and the PGO cycle should not represent a threat to anyone. It is conceivable that any stated goal may not be reached in a given year for a variety of circumstances

A Formative file will be available to both employee and administrator and it may contain the following:

- annual goals
- notes from meetings
- resources needed
- data gathering methods
- data, if applicable

At the end of each year, the employee will retain the file and data.

The administrator is encouraged to assist in coordinating efforts toward common goals that may exist in the building. The administrator is further encouraged to disseminate information and resources to employees that may have bearing on their goal attainment.

Itinerant personnel may be involved in the PGO cycle and set goals to encourage professional growth. The PGO cycle will be in consultation with their primary supervisor. Itinerant personnel will informally make their goals known to any other supervisor with whom they have contact, in order to facilitate any resource or assistance a supervisor may wish to provide.

Research recognizes that there are varying teaching strategies, learning and teaching styles, circumstances and lesson plan formats. Experimentation and flexibility are encouraged in developing goals to promote professional growth.

Success will occur when trust and confidence are an important part of the process. Effective communication is essential. Peer involvement is heartily encouraged. Employees may elect to use colleagues in observations, data collecting or as collaborators. Teachers may choose to work in teams, department groups or grade levels for goal setting and attainment. The supervisor acts as a coach, observer, facilitator and/or data collector. The principal will verify that state statute requirements have been met by routine school contact with the employee.

AT ALL TIMES DURING THE PROFESSIONAL GROWTH OPTION, collaborative interaction, based on trust and confidence, is encouraged. Growth is the desired outcome and the Professional Growth Option should not represent a threat.

**SHELTON SCHOOL DISTRICT
PROFESSIONAL GROWTH OPTION
Planning Worksheet
(retained by staff)**

- 1. Instructional Goals
- 2. Student Goals
- 3. Program Goals
- 4. Personal & Professional Goals

Conference Dates: ____/____/____/____/____/____/____/

Staff Member _____ Assignment _____

Supervisor _____ School Year _____ Worksite _____

Goal(s)	Activity(s), Procedures, Resources for Goal Accomplishment	Indicators for Goal Evaluation
<hr/>		

(Certificated Staff's Signature)

(Supervisor's Signature)

PGO Mid-year Assessment of Progress Towards Goals

(Data may be attached.)

Conference Date _____ Initials _____ / _____

Employee Comments:

Supervisor's Comments:

PGO Year-End Assessment of Progress Toward Goals

(Data may be attached.)

Conference Date _____ Initials _____ / _____

Employee's Comments:

Supervisor's Comments:

Staff Member _____ Supervisor _____

**SHELTON SCHOOL DISTRICT
PROFESSIONAL GROWTH
OPTION VERIFICATION**

Name _____ School _____ Year _____ School _____

Supervisor _____ Grade _____ Subject(s) _____

Goal setting conference held: _____ Initials _____ / _____

Goal(s): Instructional, student, program, personal and professional. (*optional*)

To be completed by supervisor:

_____ Planning worksheet was completed and activities and progress toward goal attainment were verified.

Mid-year Conference date: _____ Initials _____ / _____

End of year Conference date: _____ Initials _____ / _____

Through routine observation totaling at least 30 minutes. (Dates: _____)

_____ meets or exceeds minimum competency as defined by state statute.

Date _____ Staff Member _____

Date _____ Supervisor _____

Position _____

Comments:

(Original to personnel file.)

8/92

Shelton School District No. 309

TEACHER and SUPPORT PERSONNEL EVALUATION

The basic assumptions underlying the teacher /support personnel evaluation process in the Shelton School District are as follows:

PURPOSE

The purposes of evaluation are:

- ◆ To improve the professional performance of the employee.
- ◆ To let the employee know how he/she is getting along on a regular basis.
- ◆ To specifically inform the employee of ways in which he/she can improve.
- ◆ To identify specific training needs of an employee.
- ◆ To review current goals and set new goals and objectives.
- ◆ To establish a basis for contract renewal or nonrenewal, dismissal, or any other disciplinary action against an employee:
Normally to be completed by February 1st if there is evidence of unsatisfactory service.

LAW

In accordance with state law, (RCW 28A.405.100), "It shall be the responsibility of a principal or his or her designee to evaluate all certificated personnel in his or her school. During each school year all classroom teachers and certificated support personnel, hereinafter referred to as "employees" in this section, shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty minutes. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the evaluation in writing, and shall provide the employee with a copy thereof within three days after such report is prepared. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety days of their employment period."

INFORMATION USED

Evaluation of teachers and support personnel is based on observations in the classroom/work setting as well as a wide variety of other information relating to the teacher's and support personnel's total professional performance. The minimum number of formal observations of teacher instruction activity/performance of duties is to be two (not less than twenty minutes in length) for a total of sixty minutes or more per year. There is no set number of informal observations of ongoing related activities. These informal observations and other indicators of performance may include, but are not limited to, performance in the classroom/workplace, performance of assigned duties, lesson or work planning, and the relationships with students, parents and other staff members.

USE OF THE FORM

This form is designed to assist both in formulating and in recording an accurate appraisal of the individuals efforts toward fulfilling requirements which relate to teacher and support personnel responsibility and performance. This form also allows for the recognition of excellence without limitation. Three copies of this form are completed: one for the individual teacher or support personnel; one for the evaluator; and the third to be reviewed by the Superintendent and placed in the personnel file. The personnel file has restricted access and documents are not released without the individuals permission. Anyone who disagrees with any or all of the evaluation may attach a written statement.

EVALUATION OF SCALE

The "Needs Improvement" and "Unacceptable" range indicate the need for specific improvements and requires comment to identify specific changes needed.

White copy - District Office

Yellow copy - Employee

Pink copy – Evaluator

7/92

**SHELTON SCHOOL DISTRICT NO. 309
TEACHER EVALUATION FORM**

NAME _____ SCHOOL _____

ASSIGNMENT _____ Type of Evaluation: Annual Other

This evaluation is based upon:

Observation (Dates): _____

Post-observation conference (Dates): _____

PERFORMANCE CRITERIA

CRITERION 1 Instructional Skills: The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and conducting an educational experience.

Excellent **Competent** **Needs Improvement** **Unacceptable**

- 1.1 Uses theory in the design of lessons.
- 1.2 Prepares lesson plans to objectives.
- 1.3 Considers individual difference in planning lessons.
- 1.4 Carries out lesson plans.
- 1.5 Provides for motivation of students.
- 1.6 Gives clear explanations, assignments, and directions.
- 1.7 Gives reasonable and appropriate tasks to meet objectives, student abilities, and time limitations.
- 1.8 Uses a variety of instructional techniques, materials, and equipment.
- 1.9 Provides for variety of student learning activities to meet individual differences.
- 1.10 Monitors progress of lesson(s) and adjusts appropriately.
- 1.11 Has developed effective assessment and evaluation tools and procedures and uses resulting data to plan further instructional experiences.

Comments:

CRITERION 2 Demonstrates knowledge and application of learning and teaching theory: The certificated classroom teacher exhibits in his or 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.

Excellent **Competent** **Needs Improvement** **Unacceptable**

- 2.1 Continues to develop professionally through district in-service opportunities, university course work, conferences, workshops, and the reading of professional journals and books.
- 2.2 Demonstrates knowledge and application of learning and teaching theory.

Comments:

CRITERION 3 Classroom Management: The certificated classroom teacher demonstrates in his/her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Excellent **Competent** **Needs Improvement** **Unacceptable**

- 3.1 Selects and prepares equipment and materials in advance.
- 3.2 Maintains organized and stimulating classroom.
- 3.3 Provides a positive learning climate which encourages mutual respect and consideration for each individual.
- 3.4 Prepares reports accurately and promptly.

Comments:

CRITERION 4 Student discipline and attendant problems: The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.

Excellent **Competent** **Needs Improvement** **Unacceptable**

- 4.1 Establishes and enforces clearly defined classroom rules.
- 4.2 Shows consistency and fairness in dealing with student behavior.
- 4.3 Uses positive reinforcement to encourage appropriate behavior.
- 4.4 Supports and enforces school-wide rules and policies.
- 4.5 Enlists parent cooperation to resolve discipline concerns.
- 4.6 Notifies parents regarding exemplary as well as inappropriate behavior.
- 4.7 Demonstrates self-restraint and appropriate behavior as a role model in a school-related setting.

Comments:

CRITERION 5 Interest in teaching pupils: The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated teacher demonstrates enthusiasm for or enjoyment in working with pupils.

Excellent **Competent** **Needs Improvement** **Unacceptable**

- 5.1 Is involved in and shows interest in student activities designed to enrich the curriculum.
- 5.2 Demonstrates rapport with students in a professional manner.
- 5.3 Deals with personal information and communications in an ethical manner.
- 5.4 Demonstrates interest and support in student's activities and interests.

Comments:

CRITERION 6 Effort toward improvement when needed: Sets and follows through on goals for personal and professional growth.

Excellent **Competent** **Needs Improvement** **Unacceptable**

6.1 Asks for assistance when appropriate.

6.2 Follows through on suggestions and recommendations.

Comments:

CRITERION 7 Knowledge of subject matter: The teacher demonstrates depth and breadth of knowledge of theory and content in general education and subject matter specializations appropriate to the elementary and/or secondary levels.

Excellent **Competent** **Needs Improvement** **Unacceptable**

7.1 Possesses, demonstrates, and maintains competence in subject(s) or program area(s).

Comments:

CRITERION 8 General Criteria:

Excellent **Competent** **Needs Improvement** **Unacceptable**

8.1 Follows adopted curriculum goals, materials, and prescribed course of study.

8.2 Accepts responsibility for team effort with other staff members by assuming his/her share of responsibilities outside the classroom.

8.3 Demonstrates promptness and dependability in meeting assignments.

Comments:

Recommendations for continued growth:

In summary, based upon adopted criteria, that this teacher's overall performance has been **satisfactory** or **unsatisfactory** during the evaluation period covered by this report.

General Comments:

Evaluator _____ Date _____ Teacher _____ Date _____
(Both signatures are required. Signing of this instrument acknowledges participation in but not necessarily concurrence with the evaluation.)

Teacher comments if desired:

**SHELTON SCHOOL DISTRICT NO. 309
TEACHER/SUPPORT PERSONNEL INPUT (optional)**

Name _____

Date _____

1. I have taken the following course(s) this year:

2. I have been involved in the following phases of in-service this year:

3. I have been involved in the following extra-curricular activities this year:

4. I have been involved in the following school-community activities: (student's activities/interests):

5. My greatest accomplishment this year has been:

6. Be thinking about the goals you would possibly set for yourself in relationship to our school and your professional growth this year.

**SHELTON SCHOOL DISTRICT NO. 309
CERTIFICATED SUPPORT PERSONNEL EVALUATION FORM**

NAME _____ SCHOOL _____

ASSIGNMENT _____ Type of Evaluation: Annual Other

This evaluation is based upon:

Observation (Dates): _____

Post-observation conference (Dates): _____

Refer to the individuals job description for specific skills and essential functions, duties, and responsibilities.

PERFORMANCE CRITERIA

CRITERION 1 Knowledge and scholarship in special field: The support person demonstrates a depth and breadth of knowledge of theory and content in his/her special field. He/she demonstrates an understanding of and knowledge about common school education and the educational growth and development grades K-12, and demonstrates the ability to integrate the area of specialty into the total school environment.

Excellent **Competent** **Needs Improvement** **Unacceptable**

CRITERION 2 Specialized skills: The support person demonstrates in his/her performance a proficient level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Excellent **Competent** **Needs Improvement** **Unacceptable**

CRITERION 3 Management of special and technical environment: The support person demonstrates a proficient level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

Excellent **Competent** **Needs Improvement** **Unacceptable**

CRITERION 4 The support person as a professional: The support person demonstrates understanding of his/her limitations and strengths and demonstrates continued professional growth.

Excellent **Competent** **Needs Improvement** **Unacceptable**

CRITERION 5 Involvement in assisting pupils, parents, and educational personnel: Each certificated support person demonstrates a proficient level of performance in offering specialized assistance in identifying those needing specialized programs.

Excellent **Competent** **Needs Improvement** **Unacceptable**

CRITERION 6 General:

Excellent **Competent** **Needs Improvement** **Unacceptable**

Recommendations for continued growth:

In summary, based upon adopted criteria, that this teacher's overall performance has been **satisfactory** or **unsatisfactory** during the evaluation period covered by this report.

General Comments:

Evaluator _____ Date _____ Teacher _____ Date _____

(Both signatures are required. Signing of this instrument acknowledges participation in but not necessarily concurrence with the evaluation.)

Teacher comments if desired:



SHELTON SCHOOL DISTRICT

SUMMATIVE EVALUATION FORM
Short Form – Employee

Name _____ School/Dep't. _____

Principal/Supervisor _____ Date: _____

- | | |
|-----------------|---|
| CRITERIA | |
| ___ | #1. INSTRUCTIONAL SKILLS |
| ___ | #2. DEMONSTRATES KNOWLEDGE AND APPLICATION OF LEARNING AND TEACHING THEORY |
| ___ | #3. CLASSROOM MANAGEMENT |
| ___ | #4. STUDENT DISCIPLINE AND PROBLEMS |
| ___ | #5. INTEREST IN TEACHING PUPILS |
| ___ | #6. EFFORT TOWARD IMPROVEMENT WHEN NEEDED |
| ___ | #7. KNOWLEDGE OF SUBJECT MATTER |
| ___ | #8. GENERAL CRITERIA |

Through routine observation on _____ (dates)

_____ (name) meets or exceeds minimum competency as defined by state statute.

Employee _____ Principal/Supervisor _____

Date _____

(Signing of this instrument acknowledges participation in but not necessarily concurrence with the evaluation)

Aug 92

SHELTON SCHOOL DISTRICT

SUMMATIVE EVALUATION FORM
Short Form – Support Staff

Name _____ School/Dep't. _____

Principal/Supervisor _____ Date: _____

CRITERIA

- ___ #1. Knowledge and scholarship in special field.
- ___ #2. Specialized skills
- ___ #3. Management of special and technical environment.
- ___ #4. The support person as a professional.
- ___ #5. Involvement in assisting pupils, parents, and educational personnel.
- ___ #6. GENERAL

Through routine observation on _____

(dates)

_____ meets or exceeds minimum competency as defined by state statute.

(name)

Employee _____ Principal/Supervisor _____

Date _____

(Signing of this instrument acknowledges participation in but not necessarily concurrence with the evaluation)

Aug 92

APPENDIX “D” Student School Calendar

The most up to date school calendar can be found on the District homepage under “Calendar” or at the link below:

<https://www.sheltonschoools.org/calendar>

APPENDIX “E” Grievance Report Form

GRIEVANCE REPORT FORM

Grievance No. _____

Distribution of Form (one copy to each of the following):

_____ Immediate Supervisor

_____ Association/Union

_____ Grievant

_____ Work Site

_____ Assignment

_____ Name of Grievant

_____ Date Filed

STEP 1 (File grievance within 15 school days of grievable act)

A. Date cause of grievance occurred or became known to the employee: _____

B. Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant

Date

C. Disposition of Supervisor (received within 5 school days): _____

Signature of Supervisor

Date

If additional space is needed in reporting, attach an additional sheet.

If the remedy is not satisfactory to the grievant and the Association proceed to Step 2.

STEP 2 (File within 10 school days)

A. Date received by Superintendent: _____

B. Disposition of Superintendent (received within 10 school days): _____

Signature of Superintendent

Date

If the remedy is not satisfactory to the grievant and the Association proceed to Step 3.

STEP 3 (Within 10 school days)

A. The grievant and/or the Association request a meeting with the Board of Directors to resolve the above issue.

Signature of Grievant and/or Association

Date

B. The Board of Directors has twenty (20) school days to confer with the grievant and/or representatives of the Association.

C. The Board shall communicate its written decision within ten (10) school days after the meeting in the above paragraph.

MEDIATION

ARBITRATION

Memorandum of Understanding
Between Shelton School District and Shelton Education Association Regarding Implementation of the
Classroom Teacher Evaluation Framework

The purpose of this Memorandum of Understanding (MOU) is to guide the adoption of a new framework for teacher evaluation, as required by state law. *This MOU supplements current contract language to the extent that if anything in the contract conflicts with the law, state law applies.*

1. Selection of Framework

The District and Association jointly agree to select the Marzano framework for teacher evaluation as approved by OSPI. A copy of the framework shall be included as an Appendix to this MOU.

2. Transition Plan

The District will phase in the state-mandated teacher evaluation system over the three-year period from 2013-14 to 2015-16 as follows:

All certificated classroom teachers who provide academically-focused instruction to students as defined in WAC 392-191A-030 (attached) will be transitioned to the new evaluation system beginning with the 2013-14 school year and will be placed on either a **Comprehensive Evaluation** or a **Focused Evaluation**.

Comprehensive Evaluations will be conducted at least once every six years, but could be more if:

- The teacher is in provisional or probationary status;
- The teacher’s previous year overall performance is not at least a level 3 (Proficient) or a Level 4 (Distinguished);
- The evaluator elects to keep a teacher on the Comprehensive Evaluation.

Focused Evaluations will be conducted during the years a Comprehensive Evaluation is not being conducted.

3. Procedures and Standards

The District shall comply with all provisions of RCW 28A.405.100 and Chapter 392-191A of the Washington Administrative Code, as now or hereafter amended, in evaluating classroom teachers under the new system. Copies of those provisions shall be included as an Appendix to this MOU.

4. Evaluation Forms

- The attached Certificated Teacher Comprehensive Evaluation Form shall be used to document evaluation ratings for employees being evaluated on the comprehensive evaluation system.
- The attached Certificated Teacher Focused Evaluation Form shall be used to document evaluation ratings for employees being evaluated on the focused evaluation system.
- The attached 90-day Evaluation Form shall be used to document the observations of employees new to the district.
- The attached Self-Assessment Form shall be used by teachers to formulate their professional growth areas.
- The attached Goal Setting Form shall be used to guide teachers and principals in creating goals for the new evaluation system.

These forms may be modified by mutual agreement.

5. Amendments to MOU and Collective Bargaining Agreement

This MOU may be reopened by request of either party to discuss issues in implementation of the evaluation system. At the expiration of the bargained agreement, the District and Association will meet and confer regarding what changes, if any, should be made to the CBA to recognize adoption of this evaluation system for classroom teachers.

Click the Documents and then the TPEP folder on the SharePoint staff homepage link below to access or print the following documents:

- Marzano Framework
- RCW 28A.405.100
- WAC 392-191A
- Certificated Teacher Comprehensive Evaluation Form
- Certificated Teacher Focused Evaluation Form
- Certificated Teacher 90-Day Evaluation Form
- Self Assessment Form
- Goal-Setting Form

CLICK HERE



<https://sheltonschools.sharepoint.com/SitePages/Document s.aspx>

Memorandum of Understanding
Between the Shelton School District
And
The Shelton Education Association

Whereas the Shelton Education Association (“Association”) and Shelton School District (“District”) agree that Section 4.2.1(c) of the Collective Bargaining Agreement (CBA) does not best meet the needs of the District or Association; and

whereas the Association and District wish to replace the current language in Section 4.2.1(c) of the CBA with language that better meets the needs of the District and Association;

therefore, the Association and the District agree to the following:

The current language in Section 4.2.1(c) of the CBA will be stricken and replaced with the following:

C. 5-12 = \$135 per month, per student, pro-rated by class period (e.g., a teacher who teaches 5 (five) periods and has 1 (one) student over in 1 (one) period will receive \$27 ($\$135 \times 1/5$) for each month the teacher is over by 1 (one) student).

This language is effective September 1, 2023, and shall be incorporated into the CBA when it is renewed.

Era Jamer

For the Association

11/15/23

Date

Janet Dagle

For the Association

11/15/23

Date

Yasmina Whiting

For the District

11/16/23

Date