

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

REPUBLIC SCHOOL DISTRICT

AND THE

REPUBLIC EDUCATION ASSOCIATION

September 1, 2012 through August 31, 2015

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PREAMBLE

This Agreement is entered into by and between the Republic School District, acting through its Board of Directors, and the Republic Education Association.

ARTICLE I - ADMINISTRATION

Section A - Definition of Terms

1. Hereinafter, the Republic School District shall be referred to as "the District".
2. The Board of Directors shall be referred to as "the Board".
3. The Republic Education Association shall be referred to as "the Association".
4. The District, Board, and Association shall collectively be referred to as "the Parties".
5. Day - A work day is considered a 7 ½ hour day, exclusive of lunch. **(2009)**
6. A ½ day will be considered 3 ¾ hours or less for contracted staff in certificated positions. **(2009)**
7. The term "employee" shall mean any certificated employee represented by the Association except for those provisions which specifically identify provisional employees. **(2009)**

Section B - Recognition

1. The District recognizes the Association as the sole and exclusive bargaining representative for all employees included in the bargaining unit as described hereinafter.
2. Representation shall cover all certificated employees who hold valid contracts with the District including provisional employees, certificated employees on leave, or who are non-supervisory or non-administrative certificated employees. **(2009)**
3. Certificated employees who work less than 20 consecutive days in the District are not covered by this Agreement. An employee (substitute) who has worked 20 consecutive days or 30 cumulative days in any one school year will be represented by the Association. Substitute employee rights under this Labor Agreement are limited to the substitute pay scale set forth in Appendix A. **(2009)**

Section C - Status of the Agreement

This Agreement shall become effective when ratified by the Association, followed by the Board and executed by authorized representatives. The Agreement shall be amended only with mutual consent of the parties, subject to the terms of this Agreement.

Section D - Conformity to Law

In the event a term or condition of this agreement shall be declared illegal by a properly constituted authority, the parties shall meet to re-negotiate the affected portions of the Agreement, but the remainder of the Agreement shall continue in effect for the duration of this Agreement.

Section E - Contract Compliance

All individual teacher contracts shall be subject to, and consistent with, Washington State Law and the terms and conditions of this Agreement. In the event the collective bargaining process is not completed prior to the start of school, individual employment contracts will be issued with attached rider which indicates that final salaries, benefits and terms and conditions of employment will conform to the final agreement when bargaining is concluded.

Section F - Distribution of the Agreement

Within thirty (30) workdays following the ratification of the Agreement by both parties, the Association shall print and Association shall distribute copies of the Agreement to all teachers. All teachers new to the District shall be provided a copy of the Agreement by the District subsequent to ratification.

The actual cost of printing the Agreement, as well as that of any amendments, shall be divided equally by the District and Association. Both parties to the Agreement shall mutually determine the format utilized and the number of copies required.

Prior to final printing, both chief negotiators or designee, shall read and review a draft copy of the Agreement which will be provided by the Association. If there is any disagreement in the newly bargained final language to be printed, the language in the signed tentative agreements will prevail. (2009)

Section G - Joint Meetings

The administration of this agreement shall be discussed on a monthly basis with the superintendent and the principals on a regularly scheduled basis at a time and place to be mutually agreed to between the parties. The Association will be represented by the president and/or designee and an additional employee selected by the president. Substitute coverage for the teacher association representatives will be provided as needed. The purpose of such labor/management meetings is to address issues as they arise and to build a collaborative working relationship between the District and the Association. (2009)

Section H – Management Rights

(2009)

The parties jointly recognize that pursuant to the laws of the state of Washington, the Board has the responsibility for formulating and implementing policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended to be implied by any provision of the agreement.

The parties agree that the District retains all of the customary, usual and exclusive rights, functions and authority connected to the responsibility to manage the affairs of the District, consistent with the laws of the state of Washington and this collective bargaining agreement. The District retains all prerogatives, functions and rights not limited by the terms of this Agreement or by Washington statutes including RCW 41.53.

ARTICLE II - BUSINESS

Section A - Dues Deductions

1. On or before September 10 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association for the coming school year. Authorized payroll deductions by the employee shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Dues shall continue until the employee(s) request in writing the discontinuation of dues deductions. Such request to the Association and District shall be given between August 15 and September 15 only.
2. The District agrees to promptly remit to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made.

Section B - Representation Fee

1. No member of the bargaining unit will be required to join the Association. Members of the bargaining unit prior to the 1989-90 contract year who are not Association members will not be required to pay the fair share representation fee; however, those employees hired after the end of the 1988-89 school year who are not Association members but who are members of the bargaining unit will be required to pay a fair share representation fee to the Association. The amount of the representation fee will be determined by the Association and transmitted to the business office in writing by September 15. The fair share representation fee shall be an amount less than the regular dues for Association membership in that nonmembers shall be neither required nor allowed to make a political (PULSE or NEA-PAC) deduction. The fair share representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit (RCW 41.59.090).
2. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the fair share representation fee deduction.
3. In the event that the fair share representation fee is regarded by an employee as a violation of his/her right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100 or the Public Employment Relations Commission.

Section C - Association Rights

1. The Association has the right and the responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern either orally or in writing.

2. The Association has the right to use school building facilities for meetings outside of school hours when such facilities are not in use.
3. The Association has the right to use the District's typewriters, other duplication equipment, calculation machines and audiovisual equipment, computers and electronic equipment, and communication methods, when otherwise not in use, provided that the Association shall reimburse the District for actual costs incurred.
4. The Association has the right to post bulletins and Association information on the bulletin board in the faculty lounge.
5. The Association has the right to use the District mail service and teacher mailboxes for communication purposes except where prohibited by law.
6. The Association shall have access to annual financial reports, audits, budget documents, agendas and minutes of all Board meetings, and student enrollment data, provided, however, that the Association requests such information.
7. The Association is expected to participate in the interview process when filling vacancies for: administration, teachers, and teachers assistants. Association representatives will be decided by the Association.

The administration will notify the Association president or designee in a timely fashion so that representation for this process can be made.

When the Association participates in this process, their input will be considered prior to the hiring of these new employees.

8. The District shall make available to the Association the names of all new employees within ten (10) workdays from the date on which the employee was hired.

ARTICLE III - EMPLOYEE RIGHTS

Section A - Non-Discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, domicile, color, national origin, age, sex, marital status, the presence of any sensory, mental or physical handicap, and without regard to an employee's membership status in the Association.

Every employee shall have the right to freely join, organize, and support the Association, and engage in collective bargaining and negotiations.

Section B - Personnel Files

1. One (1) personnel file shall be maintained in the District for each employee. Contents of the file may include, but not be limited to, evaluation reports, copies of annual contracts, copies of teaching certificates and transcripts. No secret file shall be kept by the District; however, this will not preclude a principal from using an unofficial working file to record things deemed necessary to periodically document.
2. Material placed in the employee's permanent file or unofficial working file shall be available for review, unless the material is part of an active investigation, provided that the employee shall arrange for an appointment with the Superintendent or designee. Such review may be conducted in the presence of a District administrator. The employee may choose to have a witness during the inspection of personnel files.
3. Upon request by the employee, the Superintendent/designee shall provide and sign an inventory sheet to verify contents of the permanent personnel file at the time of inspection by said employee.
4. Materials reviewed by the employee and judged to be derogatory to the employee's conduct, service, character, or personality may be answered by the employee in writing. Such responses shall become a part of District personnel records.
5. Any derogatory material not shown to an employee within ten (10) days after receipt or composition shall not be allowed in file or as evidence in any grievance or in any disciplinary action against such employee except in cases of criminal investigation, including charges of child abuse.
6. All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be limited to matters and events occurring during the previous three (3) years. Such material three (3) years old or older shall be expunged from the file at the employee's request, except for information relating to sexual or physical abuse, sexual harassment, criminal activities, or contact with a minor for illegal purposes.

7. All requests for public information will be processed according to the requirements of the law including the following: **(2009)**
 - a. That all requests for personnel files be in writing and specify what items are being requested.
 - b. That the District will follow the requirements of the law and will respond to said requests within five (5) days after the request is received by the superintendent. The District shall notify the employee within one (1) workday upon receiving the request. **(2009)**
 - c. The superintendent will be designated as the official custodian of records and as Public Disclosure Act officer.

8. The District shall follow the provisions of RCW 41.06.450 . Destruction or retention of information relating to employee misconduct, the purpose of which is to maintain records in a manner which is fair to employees, which ensures proper management of the employer and which adequately protects the public interest. Unsubstantiated material will be identified as such. **(2009)**

The District agrees to remove the appropriate file with the record of investigation when an employee is vindicated.

Section C – Progressive Discipline, Due Process and Just Cause

(2009)

No employee shall be disciplined without just and sufficient cause as described in Appendix H except pursuant to RCW 28A.320.010 and RCW 28A.405.

Progressive discipline may include: verbal warning, written warning, written reprimand, suspension, non-renewal, termination and discharge.

Informal Discipline is any action not adversely affecting the contract status of an employee and will involve one (1) or more of the following: verbal warning, written warning, written reprimand. These written forms of informal discipline shall not be placed in the employee's personnel file, unless they become a part of the formal discipline process and the employee is notified in writing.

Formal Discipline is any disciplinary action which results in a written record being placed in an employee's personnel file and will include the reason (s) for such action. Employees shall indicate they have seen such materials and have received a copy thereof by signing their signature and dating the copy that is to be placed in the employee's file.

The non-renewal of provisional employees shall be governed solely by the statutory process and shall not be subject to the grievance process in the teacher's first year of employment in the district.

If and to the extent that an employee has available to him or her entitlements to a statutory hearing under RCW 28A.405, then he or she and the Association shall not claim entitlement to grieve the same action or decision. If the employee chooses to grieve, they are unable to have a statutory hearing.

The individual steps of Just Cause cannot be grieved separately.

An employee shall be entitled to have present a representative of the Association during any disciplinary actions. When a request for such representation is made, no action shall be taken with respect to the discipline of such employees until a representative is present or until three (3) business days have passed, whichever occurs first.

An employee shall have the right to attach a statement to any written disciplinary record in his/her personnel file.

Employee reprimands shall occur in confidence. This does not negate the possibility of parent (s) being in attendance to conference with an individual teacher and administrator.

Section D - Assignments, Vacancies, and Transfers

1. To assure that employees are given every consideration in filling any vacancies or newly created positions for the upcoming year, the following procedures shall be used:
 - a. Prior to 1 August, all vacancies and new positions for the upcoming year shall be publicized to the staff and Association through written notice, which shall be distributed to each employee as far in advance of the date of the opening of any vacancy or new position as possible.
 - b. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedure for applying.
 - c. The District shall make an effort to fill vacancies and new positions with their present employees before out-of-district hiring can occur.
2. By March 15 or as soon thereafter as possible or each school year, the District will post in the school building a list of the known vacancies which will occur for the following school year.
3. Employees who desire a change in grade and/or subject may file a written statement of such desire with the administrative office. Such statements must include the grade and/or subject or position to which the employee desired to be assigned. Employees will be notified of acceptance or rejection and the reasons therefore, if appropriate.

School end-of-year check out forms will include a space for transfer requests of possibilities the employee may be interested in considering. In addition, methods of contacting the employee will be identified to include: cell phone, relative who is in

contact with employee, regular phone, e-mail, other as desired. Each teacher will initial this information at time of checkout.

4. All employees will be subject to transfer provided they are qualified to fill the position. Qualifications shall be:

All shall be certified and endorsed in accordance with the current SPI and State Board of Education rules and/or certificated in accordance with any laws relating to teachers' qualification, and:

- a. Have a major or
 - b. Have a minor
 - c. In making transfer decisions, the best interests of District will be considered by the District's board of directors and or its administrators.
5. In determination of requests for voluntary reassignment and/or transfer, the most qualified, as determined by the previously mentioned criteria, person will be given the position. Such transfer will not conflict with the instructional requirements and interest of the school system.
 6. Involuntary Transfer:
 - a. Each involuntary transfer will be considered on its merits and will be made in keeping with the best interests of the instructional program of the District.
 - b. The superintendent shall notify the affected employee and the Association, in writing, of the reasons for such involuntary transfer before the change is to become effective. At least ten (10) days written notice will be given to the employee who is to be involuntarily transferred except in emergency cases.
 - c. Additional training that the employee and District feel are necessary to adequately accomplish the new assignment will be paid for by the District. This includes transportation and registration only.
 7. Employees will be notified concerning their individual assignments for the following school year by June 1 or as soon as feasible after the determination of the assignment has been made. Notification to employees concerning assignment to include, where applicable, the position, building, room or rooms, grade level or class or subject or courses, and other pertinent facts concerning the assignment.

Section E - Employee Protection

1. Liability insurance coverage for employees shall be provided to the extent required by law.

2. The Board shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or their representative. The limit of liability provided under this policy for school employee's personal property is \$500 per employee for each claim.
3. Employees shall use reasonable measures with a student, patron, or other person as is necessary to protect him/herself, a fellow employee, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property.

Section F – Collaboration with Paraprofessionals

(2009)

In scheduling paraprofessionals to provide assistance to students and teachers, the District will develop the schedules for the paraprofessionals in consideration of student safety and supervision as well as in consideration of student and teacher classroom support. One hour of paid time will be provided to paraprofessionals monthly. This time will be used to collaborate with teachers and to prepare student instructional material as directed by the teacher.

Section H G – Classroom Coverage

(2009)

1. Republic School District currently has all prep periods after the school day. At this time, no teachers use prep periods to cover for coaches. However, on occasion, teachers do cover classes during an event when no substitutes are available or the number of students gone leaves classes with few students present. If a schedule is developed where prep periods are embedded in the day the same reimbursement plan will occur.
2. When the contest or event schedule is available, the District will identify days that require a half-day or full-day substitute. The District will make every effort to schedule those half-day or full-day substitutes for coaches prior to the start of the season or as soon as possible. Teachers may be notified as soon as a substitute is procured. Teachers will check with building secretaries to determine who their substitute will be. A substitute may not be called if the coverage is less than one (1) period.

When substitute coverage is not available

- The District will make every effort to keep classed together.
 - Classes may be combined but the class size provisions apply.
3. In the event that the District is unable to procure a substitute, and a teacher covers another teacher's class, they may keep track **in half period increments** ~~of the period~~ with the building secretary through a record that the covering teacher will initial. **(2012)**

4. When the substitute coverage periods reach either a ½ or 1 full paid sub day, teachers will have the option of either taking ½ or 1 full paid sub day or equivalent personal leave. This does not apply for teachers who voluntarily watch each other's classrooms.
5. At the conclusion of the school year, substitute coverage will be rounded up to the nearest half day and submitted with checkout forms. Coverage will be paid on the July payroll at the substitute pay rate.

ARTICLE IV - EMPLOYEE EVALUATION and PROBATION

Section A - General Definition

Certificated classroom teachers and certified support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Every employee, other than a provisional employee, whose work is judged unsatisfactory, based upon the evaluation criteria, shall be placed in a probationary status no later than February 1 and shall be given until May 1 to demonstrate improvement in his/her area of deficiency. Reasonable effort will be made to assist provisional employees with teaching deficiencies.

Section B - Responsibility for Evaluation

The principal or appropriate supervisor shall be responsible for the evaluation of employees assigned to that school. The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation. The principal or other supervisor may designate other administrative staff members to assist in the observation and evaluation process.

Section C - Evaluation Criteria

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position, which criteria are set forth in the addendum attached hereto as "Appendix C, D, E, F, and G Evaluations" required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position. **After full implementation and training of the new evaluation system the old evaluation system and its tools will be removed from this CBA (2012).**

Beginning in the 2013-14 school year the district and association agree to implement the new Teacher evaluation system with the Provisional and Plan of improvement teachers. The 2014-15 school year will be full implementation of the new evaluation system. The association and district together decided on the Marzano framework and will begin implementing through professional development during the 2012-14 school years

Beginning in the 2013-14 school year the following 8 criteria and 4 point rubric will be implemented. Adopt RCW 28A.405.100 (2)(b)

- 1. Centering instruction on high expectations for students achievement**

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

1- Non Satisfactory

2- Basic

3- Proficient

4- Distinguished

Section D - Required Evaluations

1. All employees newly employed by the District shall be observed for a minimum of 30 minutes during their first 90 days of employment with the District; however, they will be subject to a minimum of 60 minutes during their first year of employment.
2. All employees, including new employees, shall be evaluated annually. Such evaluations to be completed not later than May 15 of the year in which the evaluation takes place.
3. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer, and in addition, by the new supervisor by the end of the year.
4. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
5. If the supervisor contemplates recommending that employee be placed on probation, an evaluation shall be made as early as possible but in no event after February 1. Employees who are evaluated after February 1 shall not be placed on probation.

Section E - Additional Evaluations

In addition to the observations required under Section 4 above, principals and other supervisors may make observations any time during the school work day. These observations shall be reduced to writing and presented to the employee within ten (10) calendar days.

Section F - Minimum Observation Criteria

During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. At least one thirty (30) minute

observation shall be prearranged with the employee. A minimum of one observation for a total observation time of thirty (30) minutes shall be required in connection with the evaluation of all employees under Section D above on the report form, which is attached hereto as Appendix C.

Section G - Evaluation Procedures

1. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results thereof using the appropriate evaluation report form attached hereto and/or other written presentation. The employee shall be provided with a copy of the observation report as soon as possible, but not more than ten (10) days after the observation(s). The evaluation report and observation reports shall be forwarded for inclusion in the employee's personnel file.
2. The employee shall sign the District's copy of evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee has the exclusive right to attach addendum.
3. Each evaluation report required under Section D above shall be promptly forwarded to the District's personnel office for filing in the employee's personnel file. Additional evaluation reports completed by the building principal, other than those required under Section D above, shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary. If the employee objects, he or she has the full right of addendum.
4. Following the completion of each evaluation report required under Section D above, a meeting shall be held as soon as possible between the principal or other supervisor and the employee to discuss the report.
5. Mechanical or electronic devices shall not be installed in any classroom or brought in which would allow a person to be able to listen or record the procedures in any class without the approval of the parties involved.

Section H - Probation

Supervisor's Report: In the event that a principal or other supervisor determines on the basis of evaluation criteria that the performance of an employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before February 1. This requirement and subsequent probationary procedures do not apply to provisional employees. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Section G above;
2. The assistance given to said employee during the evaluation period.

Section I - Establishment of Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee on a probationary status beginning on or before February 1 and ending on or before May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies;
2. A suggested specific and reasonable program for improvement including the assistance to be given during the probation period.
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.

Section J - Evaluation During the Probationary Period

1. At or about the time of delivery of a probationary letter, the principal or other supervisor shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize an additional consultant and/or administrative employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
2. During the probationary period, the principal, supervisor or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, or lack of it, made by the employee. The provisions of Section G, paragraphs 1 and 2 above shall apply to the documentation of evaluation reports during the probationary period.
3. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation. Written notice of release from probation shall be forwarded to the employee from the Superintendent.

Section K - Supervisor's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action.

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

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

Section L - Action by the Superintendent

Following a review of any report submitted pursuant to Section K, paragraph 3 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. The Superintendent shall notify the employee in writing the rationale and course of action to be taken by his office.

Section M - Procedural Checklist for Evaluation and/or Non-renewal

1. Orientation of faculty (certificated employees) at beginning of school year:
 - a. Advise faculty of law requiring observation and evaluation;
 - b. Advise who will be observing and evaluating;
 - c. Advise when observations and evaluations will occur;
 - d. Advise faculty of criteria, which will be utilized, District rules to be followed, etc.
2. On or before February 1: Accompanying the first annual evaluation report for employees evaluated as being "unsatisfactory" must be an additional written report that must be presented to the employee for his or her review and signature at the time of the annual evaluation report conference referred to below. The written report shall set forth all the reasons why the employee's performance was judged "unsatisfactory." Among suggested procedures are the following:
 - a. A precise set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined;
 - b. A prescription for re-mediation which spells out courses of action and time expectations so the employee involved can reach an acceptable level of performance;
 - c. A prescription for assistance by the principal or immediate supervisor and/or consultant, which spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level.
 - d. On or before February 1: An annual evaluation report conference shall be held by the school principal and the evaluator(s) with the employee involved so that all

parties fully understand what the employee's areas of deficiency are and what the employee must do for improvement.

- e. On or before February 1: Employee is notified in writing that he or she should be placed on probation from February 1 to May 1 during which time he or she will have the opportunity to demonstrate improvement so as to change the "unsatisfactory" to "satisfactory" in the areas previously discussed. (This notice may be incorporated into the "additional written report.")
- f. February 1, - May 1: Probation period. Observations and evaluations of employee declared "unsatisfactory" on February 1. During the probationary period reasonable effort must be made to help the employee overcome his or her deficiencies. Written reports shall be made at least twice monthly, documenting the progress or lack of progress made by the employee.
- g. May 1: The second annual evaluation report is also due from evaluators for all certificated employees who were previously reported as "unsatisfactory" and who were placed on probation. At this time, those employees will be evaluated as either "satisfactory" or "unsatisfactory."
- h. May 1: Copies of all annual evaluation reports (first and second) plus all other written documents, memoranda, this checklist, etc., concerning the employees evaluated on May 1 as "unsatisfactory" must be forwarded for the review of the District's Superintendent.
- i. If the Superintendent determines that an employee's contract should not be renewed, he will so inform the employee as outlined below.
- j. May 1 - May 15: Certificated employees whose contracts may not be renewed for the next teaching year must be so notified in writing by the Superintendent no later than May 15. Letters of "probable cause" for non-renewal should be prepared and mailed by certified or registered mail, return receipt requested, at least ten (10) days before May 15 or hand delivered before May 15.
- k. The letter of non-renewal must specify all of the "probable cause or causes" for non-renewal of the employee's contract. The letter may either be served personally or sent by registered or certified mail, return receipt requested, with the return receipt to be made part of the non-renewal file.
- l. Within ten (10) days after receiving the letter of non-renewal, the employee may appeal in writing the non-renewal to the Board of Directors.
- m. June 1: Annual evaluation reports are due from evaluators for all certificated employees who were not placed on probation.

Section N - Short Form Evaluation

After four (4) years of satisfactory summative evaluation an employee may opt for short form evaluation upon administrative approval,(Short Form Evaluation Form - See Appendix E).

In accordance with RCW 28A.405.100, the parties agree to implement a short form evaluation. On a voluntary basis, after four (4) years of satisfactory summative evaluation, an employee may opt for short form evaluation upon administrative approval. If this short form is elected, it shall become a shared cooperative growth vehicle between the teacher and evaluator. Both parties would select an area the teacher would work on for the purpose of professional growth. The summary paragraph(s) will evaluate the teacher in the elected area.

The agreed upon short form evaluations are hereby Appendix E as of this Agreement.

RCW 28A.405.100 (5) reads as follows:

“After an employee has four years of satisfactory evaluations under subsection (1) of this section, a school district may use a short form of evaluation. The short form of evaluation shall include either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the criteria in subsection (1) of this section and based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. However, the evaluation process set forth in subsection (1) of this section shall be followed at least once every three years and an employee or evaluator may request that the evaluation process set forth in subsection (1) of this section be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory under subsection (1) of this section, nor as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210.”

ARTICLE V - REDUCTION IN FORCE

Section A - Programs, Services, and Employee Retention

(2009)

1. In the event the District determines that there is an economic need to reduce the educational programs and services of the District the following guidelines shall be followed by the Superintendent and his/her staff in determining the program and services to be recommended to be retained, reduced, or eliminated:
 - a. The funds anticipated to be available for the implementation of the educational program shall be communicated to the Board and to the Association no later than April 1.
 - b. The programs and employees to be retained shall meet legal requirements and shall minimize the consequences of program reductions upon students.
 - c. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every reasonable effort will be made to maintain these programs to the limit of this categorical support (e.g., Special Education, Vocational Education, federally supported programs, etc.)
2. In making recommendation for programs and services to be retained, the Superintendent will refer to the Board of Directors the written opinion of the REA, which is delivered to the Board of Directors through the Superintendent by the Thursday before the April Board meeting.

Section B - Reduction of Programs and Services

(2009)

Before implementing a RIF, the District shall have projected prospective revenues and expenditures including student enrollment, legislative actions, and general District operating costs. Based on those projected revenues and expenditures, recommendations to balance the budget will include an equitable reduction in District administrative and operating costs as well as potential reduction in programs, services and staff. Any proposed reductions will be consistent with state statutes and the provisions of the collective bargaining agreement.

In the event of the reduction of programs and services, the Superintendent shall:

1. Ascertain to the extent possible the number of certificated position that will be available for the following school year by reason of attrition (e.g., retirement, resignation, etc.), or by reason of leaves of absence and shall take such vacancies into consideration in determining the necessity for the termination of employees.
2. Determine and recommend to the Board the number of employees required to be RIF'd in order to implement the District's reduced educational program and services.

3. Notify the Republic Education Association not later than March 15 of possible program cuts.
4. Prior to May 15 of the year immediately preceding the school year in which any reduced educational program will take effect, the Superintendent will identify and make a determination pursuant to applicable statute to non-renew the contracts of any employees that will not be retained under the District's reduced program and services.
5. Provide written notification of non-renewal of all affected employees on or before May 15.

Section C - Seniority

(2009)

If it becomes necessary for the District to reduce the number of certificated employees for reasons other than inadequate performance or disciplinary action, those employees who will be retained to implement such reduced or modified program and those employees who will be terminated from employment, will be identified and selected by using the following procedures:

1. By December 1 of each school year the District will compile and distribute to all employees and to the Association the certificated employee seniority list, ranking each from greatest to least seniority. The list will include the District record for each employees credits accepted for placement on the state salary schedule – LEAP.
2. It shall be the responsibility of each employee to verify his/her seniority ranking and credit accumulation, and to promptly report any dispute thereof in writing to the District and the Association. Each employee who, within fifteen (15) days after posting, fails to notify the District and the Association that a dispute exists regarding his/her seniority ranking or credit accumulation as posted, shall be presumed to have concurred with the seniority rankings and credits earned and reported ascribed to such employee on the posted list. The finalized list as of January 1st will be the official Seniority List until the following September.
3. By February 1, the District will have available to the Association the final list, ranking from greatest to least seniority.

Layoff shall be by seniority. To ensure that the certificated employee recommended for retention will be qualified to implement the educational services determined by the Board, all certificated employees must possess valid Washington State certificates and those endorsements required by the state of Washington. Individuals who hold an “unendorsed” certificate issued by the State of Washington must have a college major, minor, or degree in the area of the position under consideration, or must have taught in the subject area for a minimum of one year.

Seniority is defined as years of certificated service, including paid leaves of absence, within the public and private schools of the State of Washington as of August 31 of the year preceding the

layoff (example: layoff notices sent in May 2010 would reflect seniority as of August 31, 2009). Such experience must also be approved for placement utilizing S275 WA state reporting guidelines. Substitute teaching and supplemental hourly experience are excluded. Less than full year teaching experience shall be computed as the actual number of days employed by a District as a full-time employee excluding any substitute service.

When more than one employee qualifies for a particular position under the criteria listed above, the employee (s) with the greatest number of approved credits and approved converted clock hours beyond the Bachelor's Degree, as recorded in the Superintendent's Office as of September 30th of the school year preceding the anticipated reduction, will have preference. (Example: layoff notices sent in May 2010 would reflect approved credits and clock hours submitted by September 30, 2009.)

In the event that ties exist, seniority will be determined by a drawing by lot among the employees that tie. Said drawing shall be scheduled at time and place mutually acceptable to the Association and the District and shall be conducted by a mutually acceptable third party. Employees involved shall be notified in writing of the time and place of the drawing, at least forty-eight (48) hours prior to the time of the drawing.

RIF Procedure – in the event it becomes necessary to lay off employees, the following procedure will be implemented prior to May 1:

(2009)

1. The staff requirements and projected student enrollment for all schools in the District will be listed by building.
2. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest; following state and federal requirements and the provisions of this agreement.
3. Employees currently assigned in full-time teaching positions shall be first assigned to all full-time teaching positions consistent with their individual seniority and shall not be obligated to any part-time teaching position, but may choose to accept such a position on a voluntary basis. Part-time employees shall be assigned to part-time teaching positions consistent with their seniority provided that the part-time position (s) is declined by all employees (full and part-time) with greater seniority.
4. Individuals not assigned into a teaching position will be notified of layoff as required by law and by the provisions of this Agreement.
5. Employees on layoff shall be placed in a rehiring pool for up to two years and shall be recalled as noted in this Agreement.

Recall Procedure

(2009)

1. In the event that additional students enroll in the District or additional revenues become available, the Board shall first recall all employees in the bargaining unit who have been

laid off before the Board employs or assigns any additional personnel to fill teaching assignments. Employees on layoff shall first be recalled by seniority. Employees who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such employees shall have the option of accepting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position. The District and REA will make every effort to return laid off employee(s) to original assignment(s). This shall not obstruct the District's right to modify the educational program.

2. Employees who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time employee with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all employees (full and part-time) with greater seniority and in keeping with the spirit of the previous section.
3. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee, at his/her last known address. It shall be the responsibility of each employee to notify the board of any changes in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.
4. Any employee so notified shall respond within ten (10) calendar days from receipt of said notice whether the employee accepts or rejects the position. If an employee rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of the Article, the employee shall remain in the reemployment pool. A "no response" to an offer to be recalled to employment within ten (10) calendar days shall result in the removal of the employee from the recall pool.

ARTICLE VI - INSTRUCTION

Section A - Controversial Topics/Academic Freedom

1. The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students.
2. In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.
3. In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than their own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

Section B - Class Size/Workload

(2009)

By May 25, elementary teachers will submit in writing to the teachers and building principal their recommendations on class size/preceding grade composition formula for the following school year.

Reasonable effort will be made to honor class roster recommendations based on the following criteria: (1) academic ability; (2) discipline issues; (3) learning disabilities; (4) parental requests; (5) family considerations; (6) male/female balance; and (7) special weighting consideration determined by grade level teams. All parental requests submitted to and determined valid by the principal will be forwarded to the teacher(s) by May 25.

K:	19	20
1-3:	21	22
4-6:	24	25
7-8:	26	27
9-12:	27	28

The District and the Association share a concern that factors such as high enrollment in class, extreme behavior factors, a high percentage of particularly low students or other related learning factors create stress on the teacher and negatively affect other students. It is expected that teachers request assistance from the building principal. The principal will make a recommendation to the superintendent for any action beyond grade level, scheduling, or building budget adjustments. Any assistance that affects district budget or certificated staffing allocation

shall require the superintendent's recommendation and school board approval. The District may consider and select from the following relief options:

1. Reassign students to another class.
2. Add classroom para-professional time.
3. Purchase additional supplies/materials.
4. Pay teachers an overload stipend of \$150 per overloaded student based on the monthly state snapshot date for the student count report.

Class size may be exceeded in traditional large group instruction (music/PE) as well as in the district home-based instructional parent partner program.

Elementary combination class size will be 2 lower than the targets above.

Class size counts will be those official counts taken and reported monthly to the state as required to receive state funds. Class size limitations contained in this section shall be effective on the first attendance day in October. September is intended to allow a period of adjustment until enrollment stabilizes. This does not preclude District assistance being provided to address unusual situations during the month of September.

Section C - Teacher Facilities

Each building shall have the following facilities and equipment for teacher use:

1. Space in each classroom to safely store instructional materials and supplies;
2. A desk and chair in each classroom;
3. Lighted restroom separate from student restrooms;
4. Parking lot for teacher parking;
5. Keys to buildings and classroom, and fence;
6. Access to a telephone.
7. The elementary, junior, or senior high facilities will include a faculty lounge that is student-free so that teachers can consult with each other, prepare instructional materials, and take their breaks from the work day.

Section D - Student Discipline

1. In the maintenance of a sound learning environment, the District shall expect each employee to maintain acceptable behavior on the part of all students. Teachers shall be required to enforce discipline fairly and consistently. Such discipline shall be consistent with applicable federal and state law, District policies, and in the interest of students.

2. The District shall support teachers in their effort to maintain discipline and shall give prompt response to all teachers' request regarding discipline problems.
3. Teachers shall have access to written copies of laws and regulations relevant to student discipline.

Section E - Classroom Visitation

To provide patrons of the District and other interested persons the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are set forth:

Consistent with RCW 28A.605.020, parents shall be assured access to their child's classroom and /or school sponsored activities for the purposes of observing class procedure, teaching material, and class conduct PROVIDED that such observation shall not disrupt the classroom procedure or learning activity. (2009)

To provide patrons of the District and other interested persons the opportunity to visit classroom workstations with the least interruption to the teacher process, the following guidelines are established: (2009)

1. All visitors to a school and/or classroom shall obtain the approval of the principal and the teacher of the affected class in advance. In the event the visit is to a classroom, a time for the visit shall occur at a reasonable and mutually agreed upon time. At the request of the teacher, the principal or designee shall attend the visit. It is recognized that there are some circumstances over which the District has no control. (2009)
2. Classroom visits will be strongly encouraged to confer with the employee before and/or after the visitation.

Section F - Parent Teacher Conference

Parents will be notified of conference dates. Every attempt will be made to schedule conferences for all students. Conference times shall be arranged to accommodate both parents and teachers, whenever possible.

If a conflict in the conference schedule cannot be resolved, the principal will make the final determination.

Release time during the day will be provided for evening conferences. Teachers must be present even when conferences are not scheduled, in order to fulfill the contract day.

Section G - Special Health Needs Students

A qualified aide will be provided to perform special health services for students. Special health services include, but are not limited to, cleaning tracheotomy tubes, monitoring ventilator and other medical support systems, performing bladder catheterizations, and providing ostomy care.

Section H - Professional Growth Program

The District encourages all staff to grow professionally. Pursuit of professional excellence is a private matter best managed by the individual and is in no way related to summative evaluation. Data generated from the PGP shall not negatively affect the summative evaluation and all data shall be retained by the staff member.

1. Eligibility

Certificated staff with four consecutive years of satisfactory summative evaluations and who are approved for short form evaluation, shall be eligible for voluntary participation in the PGP. Up to one-third of each K-6 and 7-12 certificated staff may begin participation during a given year. Administrator approval is required to exceed this number.

2. Compensation

The District will provide a maximum of \$1,000 per year for PGP. Each participant may be reimbursed up to \$100 per year for participation in the Professional Growth Program.

3. Planning

- a. The PGP goals shall be developed by the staff member and shall not be imposed.
- b. The administrator's role shall be that of facilitator, advisor, and supporter throughout the process.
- c. 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 that may have bearing on the PGP goals.
- d. In addition to collaboration with administration, staff participating in the PGP are encouraged to utilize peer interaction to provide support and guidance.

4. Timelines

- a. Notification of intent to participate in the PGP shall be given to the building administrator prior to June 1 when practical.
- b. The staff members and administrators will meet prior to November 1 to discuss the PGP.
- c. Prior to June 1, the staff member and administrator will meet to review the current PGP.

ARTICLE VII - LEAVES

Section A - Sick Leave

1. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days (8 hours = 1 day) with full pay to be used for absence caused by illness, injury, maternity, paternity, quarantine, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year in accordance with the law.

Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District, provided leave has not been transferred and used in another school district.

2. Sick leave in excess of five (5) consecutive days may require a doctor's verification. An employee returning from any major illness or disability, whether or not compensated leave benefits have been paid, may be required to present a medical release from his/her physician before returning to work.
3. An employee who has exhausted accumulated sick leave and who is unable to perform his/her duties because of personal illness, maternity, or other disability may, upon request, be granted an unpaid leave of absence under provisions of this Agreement.

An employee who has been granted leave under this provision may return to service during the period of the leave, provided that no replacement contract has been issued, or another position is available, after giving ten (10) days written notice to the Superintendent and with written permission of his/her personal physician.

4. Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

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

5. An employee who has accrued sick leave days during any twelve (12) month period may transfer up to six (6) sick leave days to another employee, providing that such a transfer does not result in the employee's sick leave account going below sixty (60) days.

Section B - Maternity, Paternity and Child Care Leave

1. An unpaid maternity, paternity and/or child care leave shall be granted to an employee upon his/her request for a period of time not to exceed one year.
 - a. Sick leave shall be granted under provisions of this Agreement, for the actual time of hospital confinement or convalescence. In the event sick leave has been exhausted, the employee may be granted an extended leave of absence without pay for a period of time up to one (1) year under the Other Leaves Section in this Agreement.
 - b. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and should be treated as such.
 - c. Said employee shall inform the District of the approximate time she/he expects to return to work (up to one year); and within thirty (30) days after childbirth, said employee shall inform the District of the specific day when she/he will return to work.
 - d. An employee who fulfills the notice requirements of this policy shall be entitled to take a leave of absence for childbirth for a length of time up to one year. She/he shall be able to return to her/his job under the same uniform terms and conditions as any other employee consistent with temporary disability policies and other leave policies. She shall not be required to leave work at the expiration of any arbitrary time period during pregnancy, but shall be allowed to work as long as she is capable of performing the duties of her job, and as long as her physician concurs.

Section C - Bereavement Leave

Employees shall be entitled to six (6) non-accumulative days with pay per year for the death of a relative. A relative shall be defined as spouse, child, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt or uncle, grandparents, and others as approved by the Superintendent. Leave without pay may be taken for the death of a close friend.

Section D - Personal Leave

Three (3) ~~non-accumulative~~ days personal leave with pay per year shall be made available to each employee. Approval of leave shall be made on an availability of substitutes. In the case of emergency when all personal leave has been utilized, additional personal leave without pay may be granted by the administration. **An Employee may carry over 2 PLD to the following year with a maximum of 5 days. An employee may cash out 3 days per year at the substitute rate of pay and be paid in July. (2012)** Up to (5) days of leave without pay will cause the

employee to lose 1/180th, or portion thereof up to 1/183rd of their LEAP schedule salary, but retain all other health and employee benefits. On the 6th day of leave without pay the employee may choose to either have their benefits reduced to reflect their new employment equivalent or pay the expenses associated with maintaining full-time benefits. It is understood that leave without that impacts an employee's full-time status may have an impact on retirement, seniority and other benefits.

Section E - Professional Leave

Professional leave of one (1) year without pay may be granted upon application to the Board by an employee on the following basis:

1. Employees must have been employed by the District for four (4) consecutive years prior to the year in which the leave is requested.
2. Employees on professional leave shall spend the time in any college accredited program of higher learning, or in any professionally related work program, which meets with the approval of the Board.
3. Employees requesting professional leave shall apply by April 1 through administrative channels to the Superintendent. The Superintendent shall make a recommendation to the Board. The Board shall make the final determination by May 15.
4. An employee on professional leave may return to the Republic School District to a comparable position for which he/she is qualified, provided notice of intent to return has been received by the Board. Such notice must be received by April 1 of the school year prior to his/her intended return.
5. Employees on professional leave shall retain all accumulated leave. Professional leave of one (1) year shall be granted an employee, providing a satisfactory replacement is available for the time period specified.
6. Only two (2) professional leaves per year may be granted to employees covered by this Agreement.

Section F - Professional Visitation

Employees may at the discretion of the Superintendent utilize one (1) day per year of professional visitation and/or meetings.

Section G - Association Leave

(2009)

The Association (REA) shall have days annually (non-accumulative) for the Association president and/or designee to attend to Association business:

10 days Year One – 2009-2010

10 days Year Two – 2010-2011

8 days Year Three – 2011-2012

Request for Association leave must be made to the superintendent at least 24 hours before the leave day. Association leave will be granted if a qualified substitute is available and can be assigned. The Association will be billed the total cost of the substitute. **(2009)**

The District will notify the Association prior to September 15 what the total daily cost of the substitute will be for that year.

Section H - Leave of Absence

Leave of absence up to one (1) year without pay may be granted for the purpose of study, travel, recuperation, teaching in another school district or working in a professionally related field, upon approval of School Board. An employee on Leave of Absence, may return to the Republic School District to a comparable position for which he/she is qualified, provided notice of intent to return has been received by the Board. Such written notice must be received by April 1 of the school year prior to his/her intended return.

Section I - Judicial Leave

In the event an employee is summoned to serve as a juror, or appear as a witness in court, except as a witness adverse to the District, or is named as a codefendant with the District, such employee shall receive his/her per diem pay for each day of required presence in court. The jury duty fee received by the employee shall be deducted from the daily wages acquired by the employee or the check from the court will be endorsed over to the District if no deduction is performed.

Section J - Military Leave

Employees shall be granted military leaves of absence when required by law under RCW 38.40.060 and/or the Uniformed Services Employment and Reemployment Rights Act. The individual requesting such leave shall present to the Superintendent valid orders from the appropriate military authorities showing date and place of reporting, length of tour of duty and anticipated date of return to the District. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the district as prescribed by law. **(2009)**

1. Employees shall be granted a military leave of absence without pay when such leave is occasioned by induction into the armed services or called to active duty from reserve status. While on leave, the employee shall retain all benefits, which have been accruing as though employment had been continuous in the District. Health benefits shall continue for those employees on military leave--if requested. Replacement employees will not be provided health benefits by the District unless:
 - a. he/she pays for those benefits or
 - b. the benefits have not been requested by the employee on military leave.

2. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments.
3. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from his/her teaching assignment for a period not exceeding fifteen (15) calendar days during each year. The employee shall receive his/her normal District pay, and there shall be no loss of privileges, vacations, or sick leave to which he/she might otherwise be entitled.

ARTICLE VIII - FISCAL

Section A. - Fiscal Salary

1. One-twelfth (1/12) of the employee's annual salary shall be paid on the last business day of each month. Payroll checks shall be electronically deposited at the financial institution of the employee's choosing. Financial institutions for electronic deposit are limited to those listed on the Northwest Clearing House Association.
2. Should an employee contract be terminated by mutual consent during the school year, the employee will receive a full salary which bears the same ratio to the whole salary as the number of days of service performed by the employee bears to the total number of contractual days in the employee's work year.
3. A training wage for non-contact days shall be established at ~~\$25 per hour for 2003-2004 school year and be increased by 4% each year thereafter.~~ **\$33 per hour for the 2012-15 school year.**

Section B. – Supplemental Contracts

~~(2009)~~ (2012)

Collaboration Supplemental Contract-

The intent of collaborative time agreed to by the District and the Association is for staff to meet together monthly in small/large groups for the purpose of improving instruction and student learning.

Collaborative time is to be mutually planned and scheduled with all involved staff input and is to be based on District and individual school initiatives focused on improving instruction and student learning. Research based initiatives available for staff/individual school collaboration activities will be identified and information will be available to schools and staff to use in planning and scheduling collaborative time.

~~Expected uses of collaborative time include implementing specific measurable innovative activities, including professional development, specified by the school district to: (a) close one or more achievement gaps and (b) focus on development of science, technology, engineering, and mathematics (STEM) learning opportunities.~~

These activities may include meeting with 2 or more district staff members to discuss curriculum planning and mapping, data analysis, SIP planning, student management, common core implementation, and/ or TPEP implementation. On rare occasions, the need for collaborative work with teachers of like disciplines outside of the district may be necessary. All work must be pre-approved by the building Principal prior to the collaborative work. (2012)

Staff may elect to participate in scheduled collaboration activities throughout the school year starting on or after August 16th. ~~Staff may elect to participate in annual~~

~~monthly scheduled collaboration activities.~~ Staff who elect to participate will be offered an annual supplemental contract of **\$240 for a total of 8** hours at \$30 per hour for each **full time certificated staff member. The hours will be broken down by FTE.** It is suggested that Collaboration Time be scheduled approximately monthly. However, staff members and building administration may mutually agree to other times (i.e.: time during the summer, more time in a month) as long as the total time does not exceed 20 hours.

The Collaborative Time Supplemental Contract will be offered, signed and returned with the employee contract. Participation will be confirmed for payment in June by employee and supervisor signatures in May on the District Collaborative Time form.

~~For the 2009-2010 contract year, employees who have worked and have submitted 20 hours of collaborative work by August 31, 2010 are eligible for the collaborative work supplemental contract of \$600 maximum pay according to the expected uses paragraph above. (2012)~~

Professional Responsibilities Supplemental Contract- (2012)

Recognizing that the District has needs for responsibilities to be performed by its professional certificated employees that exceed the basic education responsibilities covered by the basic contract, the District desires to enter into a supplemental contract with its certificated employees to address these needs. Since these responsibilities are not part of the basic education responsibilities, continuing contract laws will not apply. **(2009)**

The following duties are supplemental to the employee basic contract and are designed to be performed throughout the employees' contracted year, to be performed outside the regular work day and represent additional responsibilities for additional compensation. **(2009)**

Such duties include: **(2009)**

- Prepare for the opening of school
- Utilize time outside of the regular contract workday to enhance classroom activities which reflect changing curriculum and assessment methodologies throughout the year
- Prepare accurate and timely student reports
- Participate in activities designed to improve relations and communications with parents, including but not limited to open house and initiating contact with parents after work hours throughout the year to update them on student progress and other school related matters
- Provide supplemental support to students outside the workday, including but not limited to homework assistance
- Participate in staff collaborations, including but not limited to meetings with site and district staff to improve student learning and building/district operations.
- For 2009-2010, and 2011-2012 2012-2015 the base annual Professional Responsibility Supplemental Contract shall be \$690(\$327 funded through basic ed and \$363 funded through our reserves and refunded through Ad Match). The Professional Responsibility Supplemental Contract shall be renegotiated effective September 1, 2012 2015 and shall

not automatically roll forward at the expiration of this agreement on August 31, 2012 2015.

Supply Stipend

(2009)

Employees will be paid a \$200 stipend to be used for the purchase of needed supplies and materials not provided by the District. This is not intended to supplant the normal supply budgets. The supply stipend will be paid in November on the regular November pay warrant. If the federal government reauthorized the ESEA without Title I, the District and the Association will agree to discuss other possible sources of funding or remedies.

Section B. C - Training / Clock Hours / Endorsements

1. Credits earned for professional preparation must be completed by October 1. Official transcripts verifying credits earned must be registered with the District pursuant to state requirements in order to be applicable on the salary schedule for the current school year by January 1.

Section C. D - Insurance / Fringe Benefits

The District shall provide per FTE per month the insurance benefit amount passed through by the State, as has been past practice. The monies will be fully pooled and utilized on an annualized basis.

Implement and Transition of ESSB 5940 before the 2013-14 school year.

VEBA III is available to employees under the rules of the VEBA plan. (2009)

Section D. - Extended Contracts

1. Home & Family Life:
~~The vocationally certified Home & Family Life teacher will receive \$12 per hour beyond the school day for parent contracts, leadership activities, state reports, and extended learning activities. Payment will be based on one and one half hours per total student average enrollment per year. Documentation of hours must be kept and turned into the appropriate administrator on a monthly basis. Student/Leadership Activities must receive prior approval from Vocational Director or Principal.~~
2. ~~Work-based Learning:
A coordination period will be given when enrollment exceeds 15 students. When enrollment is below 15, coordination time will be provided on a per student basis. Payment will be based on one and one half hours per total student average enrollment per~~

~~year at \$12 per hour. Documentation of hours must be maintained in a written log and turned into the appropriate administrator on a monthly basis.~~

~~3. Extended Time:~~

~~Diversified Occupations will be provided extended time in the following manner:~~

~~—— D.O. class student enrollment is below 15: 4 days~~

~~—— D.O. class student enrollment is 15 to 36: 6 days~~

~~D.O. class student enrollment above 36: one and one half hours per average student enrollment per year above the 36 at \$12 per hour.~~

~~Depending on enrollment 2 or 3 days will be utilized before school begins in the fall for finding training stations, working with employers, and contacting students enrolled in the program. After the school year is over one to two days will be used for closing student files, finishing state reports, and collecting employer evaluations. One day during the school year will be provided for leadership and advisory committee meetings.~~

~~4. Conferences:~~

~~Vocational teachers attending professional conferences must receive prior approval from the appropriate administrator. Normal expenses including registration costs will be provided.~~

~~Funds for attendance at conferences, extended contracts, etc. must be paid for by funds generated through vocational programs.~~

Section E - Work Day

The teacher workday shall be a maximum of seven and one-half (7 ½) hours or one-half (½) hour before and one (1) hour after the student day whichever is the lesser, excluding 30 minute duty free lunch.

Section F - Preparation Time

The District recognizes the importance of preparation/conference time during the student day. Therefore, the District will try and maintain a minimum of 130 minutes per week for elementary staff excluding recess time. In addition, District approved aides will be used for all morning recess supervision at the elementary level. This minimum preparation/conference time is subject to the conditions and limitations of the District's fiscal budget.

At the secondary level, all teachers shall receive one duty-free preparation period per day during the workday school day, excluding the ½ hour before school. **(2009)**

Section G. - Release from Contract

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

1. A letter of resignation must be submitted to the Superintendent's office.

2. A release from contract prior to June 30th shall be granted provided a letter of resignation is submitted prior to that date.
3. After June 30th a release from contract may be granted provided a letter of resignation is submitted and a suitable replacement can be employed.
4. A release from contract shall be granted upon the teacher's request in case of illness, which may make it impossible for the teacher to do an adequate job in fulfilling District responsibilities.

Section H - Calendar

The School Calendar for certificated staff shall be 180 days comprised in the following manner;

~~The school calendar for certificated staff shall be 184 days comprised in the following manner:~~

1. 180 state required student contact days.
2. **2 half days for the purpose of collaboration with area school districts. The Board reserves the right to ask for waiver days pursuant to the State Board of education.**
3. **Conference days- These days will consist of 2 early release days in the fall after the first term and 2 early release days in the spring after the 3rd term.**
4. **The Wednesday before Thanksgiving will be an early release day unless it is a non-contact day.**
5. **The last day of the school year will be an early release day.**

(2012)

~~2. Learning Improvement Days (LID).~~

~~a. These days will be maintained only as long as they remain both a state requirement and are funded by the state.~~

~~b. The LID days may vary year to year according to legislative requirements.~~

~~c. LID days will be scheduled in the annual calendar. One (1) day will be prior to the student year and one (1) following the student year, unless otherwise agreed upon by all parties. The third day, if there is a third day, will be scheduled on a specific day during the school year as recommended by the Calendar Committee, the principals, and approved by the District.~~

~~d. The use of the LID days will be in accordance with the appropriate state laws, and decided in consensus between the District, principals, and building staffs.~~

3. ~~One (1) District Development Day.~~

- a. ~~This day will be used for District wide needs; such as, but not limited to, staff meetings and orientation, HIV/Aides education, sexual harassment, first aid/CPR training.~~
- b. ~~Certificated staff will be compensated 1/180 LID of their individual salaries, or equivalent if agreed upon by both parties.~~

~~There will be early release the last day of school.~~

During February of each year, the District shall establish a Calendar Committee for the purpose of recommending a calendar to the Board **before the April board meeting** for the following year.

The Calendar Committee shall include a Board member, administrator, K-5 Teacher, 6-12 teacher, and 2 classified employees. The six person committee's goal will be to establish two calendars to be voted on before April 1st by the entire staff of the district. Prior to the first calendar committee's meeting an email from the Superintendent will be sent to staff asking for input. This input will be used by the committee to establish the two calendar options. The calendar that receives a majority vote shall be forwarded to the Board for their approval at the April board meeting. (2012)

~~The Calendar Committee shall be composed of a Board member, administrator, K-6 teacher, 7-12 teacher, and a classified employee. The goal of the committee will be to establish a consensus calendar for the following year to recommend to the Board for adoption by the April school board meeting.~~

Section I. - Travel Reimbursement

Employees utilizing their private automobile to travel on authorized school business shall be compensated a rate per mile equivalent to that paid by the state.

Employee Travel (2009)

Overnight Travel

At least ten (10) working days before anticipated non-local travel, the employee will complete the district travel request forms, gain principal approval, and forward to the district office for superintendent approval. Concurrent with the non-local travel request, the employee may request and may then receive pre payment for travel **to a conference with back to back trainings and at least one night stay.** ~~in excess of one night's stay.~~ Reimbursement will be required for any over payment. (2012)

Employees utilizing their private automobile to travel on authorized school business shall be compensated a rate per mile equivalent to that paid by the state. Employees are encouraged to use district motor pool vehicles and carpool as much as possible.

Employees may qualify for overnight lodging and per diem without receipts if:

- Employee travel requires a pre 6:00 a.m. departure from home (MAPQUEST will be used to determine driving time. Weather conditions may be considered an exception to the drive time noted) and
- Scheduled time for the workshop/meeting results in an arrival home after 10:00 p.m. using MAPQUEST travel time.

Day Travel:

For other daily, non-local travel, employees will be paid the IRS mileage rate and will turn in receipts for meals for reimbursement. Using the three-hour rule, a traveler may be reimbursed for meal expenses only after the traveler is in travel status for three hours beyond the traveler's regularly scheduled working hours for any one day. The three hours may consist of hours occurring before, after, or a combination of both before and after the traveler's regularly scheduled working hours for the day. The traveler may not stop for a meal just to meet the three-hour rule. Maximum reimbursement for meals with receipts is at the annually published OFM meal rates based upon region. No meal reimbursement is allowed when meals are provided by the workshop/meeting. If the employee chooses to not keep receipts for day travel, the reimbursement for 2009-2010 will be paid at \$30 per day (\$7 for breakfast, \$8 for lunch, \$15 for dinner) which was calculated based upon actual submitted receipts' average. The District will again calculate per diem average in July, 2010 for school year 2010-2011 and in July, 2011 for school year 2011-2012. These averages from the previous school year will constitute the amount paid for day meals if the employee does not provide receipts.

Section J. - Supplemental Contracts

Certificated employees on supplemental contracts will be notified within sixty (60) school days of the end of their supplemental contract if it is not going to be renewed. If their supplemental contract is non-renewed the employee may request and will receive the opportunity to meet with the Superintendent and be counseled as to the reasons. Supplemental contract vacancies will be posted with job descriptions and appropriate timelines. Supplemental contracts for fall, winter and yearly activities will be issued with teaching contracts. Spring supplemental contracts will be issued by October 1 of each year.

Currently our staff, under their basic contract, has a 30 minute preparation period every afternoon, but some supplemental responsibilities fall within these time frames. Staff participating in supplemental positions during this time frame will fulfill their preparation time of 30 minutes outside of their regular basic contract day. During the supplemental contract, the 30 minutes will occur from 7:00am-7:30am or as arranged with the building principal. (2012)

ARTICLE IX - GRIEVANCE PROCEDURE

Section A. - Purpose

The purpose of this grievance procedure is to secure at the lowest possible administrative level equitable solutions to problems with regard to the expressed terms of this Agreement.

Section B. - Definitions

1. A grievance is a claim filed by a grievant that a dispute or disagreement exists regarding the interpretation or application of this Agreement. The claim must, in all cases, be filed within twenty (20) workdays in which the employee was affected or had knowledge of the alleged violation. (See Grievance Form, Appendix G)
2. A grievant is an employee, group of employees, or the Association filing a grievance.

Section C. - Procedure

Grievance shall be processed as rapidly as possible. The number of days in each step shall be considered as a maximum, and effort shall be made to expedite the process. Time limits under unusual circumstances may be extended with mutual agreement. If at the end of twenty (20) workdays following either the occurrence out of which the grievance arose, or the first date which the grievant should have had knowledge of such occurrence, the grievance shall not have been pursued as provided for in this Article, the grievance shall be deemed to have been waived.

At all stages of the grievance procedure the grievant shall have the right to have an Association representative present.

STEP ONE

An employee with a grievance shall discuss the grievance first with the immediate supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced in writing and presented to the supervisor within the twenty (20) workdays set forth above. Within ten (10) workdays after the written grievance is presented, the supervisor shall meet with the grievant and render a decision thereon in writing to the grievant.

STEP TWO

In the event the aggrieved is not satisfied with the disposition of the grievance, the grievance may be submitted in writing to the Superintendent or his/her designee within five (5) workdays from which the grievant received the decision at Step One. The Superintendent or designee shall request a meeting with the grievant in an effort to resolve the grievance. In any event, the Superintendent or designee shall meet with the

grievant, and render a decision in writing to the grievant within ten (10) workdays from the date on which the written grievance was submitted.

Grievances which encompass more than one building and grievances by the Association shall be filed at Step Two.

STEP THREE

If the grievant is not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within ten (10) days after he/she met with the Superintendent, he may within five (5) days after a decision by the Superintendent request in writing, with a copy of this request to be sent to the Superintendent, that the Association submit his/her grievance to arbitration. If no such written request is made within this five (5) workday period, the grievance will require no further processing by the District. The District and the Association shall attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party within five (5) days. The parties will be bound by the rules and procedures of the American Arbitration Association except as provided elsewhere in this Article.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step Two at meetings.

The arbitrator selected will confer with the representative of the School Board and the Association and hold a hearing promptly and will issue his decision no later than twenty (20) days from the date of the close of the hearings or, if oral hearing has been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be final and binding on the parties.

Section D. - Exclusion from Grievance

The following areas shall be exempt from the grievance procedure:

1. Evaluation content;
2. Nonrenewal, probation, except for procedures, and discharge of employees.
3. Both parties may, by written agreement, submit the subject of a discharge or nonrenewal to final and binding arbitration providing this is the exclusive remedy, and the provisions of RCW 28A.405.300, RCW 28A.405.310, and RCW 28A.405.380 are hereby waived.

Section E. - Timelines

Failure of either party to provide a response or to pursue an appeal within the timelines specified shall be deemed to constitute a waiver of the grievance or a granting of the desired resolution as the case may be.

Extensions may be mutually agreed upon in writing and shall have effect only to the extent agreed upon.

Section F. - No Reprisal

No party in interest to a grievance will suffer reprisal of unlawful discrimination owing to such parties' participation in the grievance.

Section G. - Cooperation of Board and Administration

The Board, the Administration and the Association will cooperate in the investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

ARTICLE X – SUBSTITUTE TEACHERS

(2009)

An employee who is hired on an incidental basis for a short duration, usually to replace an individual absent for a brief or unknown period of time has substitute status.

Substitute teachers, upon serving the minimum number of days required by law for representation, are covered by the employee work day and preparation periods provisions of this agreement. Substitutes are not covered by other provisions of this agreement.

Employees with substitute status shall receive the rate of pay established by the Association and the District (see Appendix A).

Substitutes are expected to adhere to the work day of the regular employee whom he/she is replacing. Substitutes will be provided necessary keys upon checking in with the school principal or designee.

When substitutes become long-term substitutes as defined by serving more than 20 consecutive full days in the same assignment, the substitute employee will be placed on the district salary schedule according to state rules and regulations for such placement. Placement on the salary schedule will be retroactive to the first day of continuous service.

Experience credit will be granted on the salary schedule for substitute service which meets the minimum number of days required to obtain credit for such experience under state rules and regulations.

Substitute teachers will not be required to pay agency shop fees.

ARTICLE XI - FINALITY OF AGREEMENT

It is agreed between the parties that this Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, past practices, or inducement, which is not contained herein, shall be binding or acknowledged. Provided, further, that this Agreement may not be enlarged, modified or altered except with written consent of both parties. Further, this Agreement may be reopened only at the mutual approval of both parties and after written notice has been received. Such notice shall include specific areas to be reopened.

ARTICE XII-DURATION

This Agreement shall become effective upon ratification by the Association and followed by the approval of the Board of Directors. The Agreement shall remain in effect from September 1, 2012 through August 31, 2015. There will be no reopeners unless by mutual agreement of the parties, but with the exception of the Professional responsibilities stipend.

ARTICLE XIII - RATIFICATION

Approved and ratified by the Board of Directors, Republic School District, as recorded in the minutes of the Board's meeting of _____ and by the Republic Education Association as recorded in the minutes of the Association's meeting of _____.

FOR THE DISTRICT

FOR THE ASSOCIATION

DATE: _____

DATE: _____

APPENDIX A - STATEWIDE SALARY ALLOCATION SCHEDULE

Section A. - Contracted Certificated Staff

All certificated staff will be under the current statewide salary schedule.

Section B. - Substitute Certificated Staff

Employees who work in the same position for 20 consecutive or 30 cumulative days will be placed on the regular State Salary schedule. Placement on the State Salary schedule shall only occur after the 20th consecutive or 30th cumulative day in the same position. Once this assignment is completed the substitute will return to the substitute pay scale.

Section C.- Substitute Pay Schedule

Pay scale for substitutes who DO NOT work more than 30 days in the same position:

1-90 days: \$95 a day through 2010-2011 school year
 \$98 a day for 2011-2012 school year

APPENDIX A-1 – 2012-2013 SALARY SCHEDULE

- Legislative Conference -

Date: May 23, 2011
Time: 16:10 hours

Table Of Total Base Salaries For Certificated Instructional Staff
For School Year 2012-13

*** Education Experience ***

Years of Service									MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	33,401	34,303	35,238	36,175	39,180	41,116	40,045	43,051	44,989
1	33,851	34,765	35,712	36,690	39,727	41,652	40,490	43,527	45,452
2	34,279	35,202	36,159	37,212	40,241	42,186	40,938	43,966	45,912
3	34,720	35,653	36,620	37,706	40,729	42,722	41,363	44,384	46,377
4	35,153	36,127	37,099	38,224	41,264	43,271	41,808	44,849	46,857
5	35,600	36,578	37,561	38,748	41,777	43,824	42,261	45,291	47,339
6	36,060	37,017	38,032	39,279	42,293	44,352	42,725	45,740	47,797
7	36,868	37,839	38,868	40,182	43,241	45,356	43,594	46,652	48,768
8	38,050	39,074	40,127	41,550	44,651	46,844	44,961	48,063	50,254
9		40,353	41,459	42,933	46,106	48,373	46,343	49,518	51,785
10			42,806	44,387	47,602	49,945	47,798	51,014	53,356
11				45,883	49,169	51,558	49,295	52,581	54,969
12				47,332	50,777	53,238	50,850	54,188	56,650
13					52,425	54,959	52,460	55,836	58,370
14					54,081	56,745	54,117	57,600	60,157
15					55,488	58,221	55,523	59,098	61,721
16 or more					56,597	59,385	56,634	60,279	62,955

For credits earned after the BA degree but before the MA degree:

Any credits in excess of 45 may be counted after the MA degree.

LEAP Document 1 is referenced in the Legislative Conference 2011-13 Omnibus Operating Budget.

APPENDIX B - EVALUATION CRITERIA FOR TEACHERS

(2013-14- Transition to the new evaluation system)

Instruction Skill

The teacher demonstrated competency (knowledge and skill) in designing and conducting an instructional experience.

The evaluation procedure assesses such teacher abilities and practices as:

1. Identifying the learning needs of individual pupils.
2. Establishing learning objectives/outcomes consistent with individual pupil learning needs.
3. Planning and developing a variety of instruction experiences appropriate to specified learning objectives/outcomes.
4. Conducting/implementing the instructional plan experience.
5. Using the principles of learning to facilitate the learning of objectives.
6. Assessing the pupil's learning/achievement of outcomes and in using the resultant data in the design of future instructional experiences.
7. Identifying and implementing local School District policies which affect/influence instructional decisions, school and classroom procedures, etc.

Classroom Management

The teacher demonstrates competency (knowledge and skill) in organizing the physical and human elements in the educational setting.

The evaluation procedure assesses such teacher abilities and practices as:

1. Selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s) subject matter and outcome/objective to be achieved.
2. Organizing the physical setting so that it contributes to learning.
3. Identifying and appropriately using instructional resources available throughout the School District and the community.

4. Organizing individual, small groups, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired.
5. Providing a classroom climate conducive to student learning.

Professional Preparation and Scholarship

The teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and commitment to education as a profession.

The evaluation procedure assesses the teacher's demonstrated knowledge of and ability to:

1. Use instructional strategies/methods, appropriate to the pupil(s), subject matter(s) taught, and learning outcomes desired.
2. Relate/use the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences.
3. Specify educational philosophy underlying one's instructional decision.
4. Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.).
5. Implement statutes and rules/regulations, which have implications for the professional's practice, subject matter specialization, school policy.
6. Demonstrate commitment to the profession and its code of ethics.

Effort Toward Improvement When Needed

The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.

The evaluation procedure assesses the teacher's commitment to and participation in:

1. In-service and career development activities sponsored by the District, educational service district, and professional organizations.
2. Continuing education and training initiated and selected by the individual.
3. Follow through and response to recommendations included in periodic and annual personnel evaluations.
4. Self-assessment/evaluation and identification of strengths, needs, limitations.

The Handling of Student Discipline and Attendant Problems

The teacher demonstrates ability to manage the non-instructional, human elements/dynamics occurring among pupils in the educational setting.

The evaluation procedure considers such teacher abilities and practices as:

1. Recognizing conditions, which may lead to disciplinary problems.
2. Establishing clear parameters for student in-classroom conduct and make known those expectations.
3. Developing appropriate strategies for preventing disciplinary problems.
4. Responding appropriately to disciplinary problems when they do occur.
5. Resolving discipline problems in accordance with law, school board policy, and administrative regulations and policies.
6. Assisting students toward self-discipline and acceptable standards of student behavior.

Interest in Teaching Pupils

The teacher demonstrates commitment to each pupil's unique background and characteristics and enthusiasm for enjoyment in working with pupils.

The evaluation procedure assesses the extent to which the teacher:

1. Enjoys the process of working with students.
2. Recognizes characteristics of each student.
3. Uses knowledge of individual student(s) to design learning experiences and facilitate learning.

Knowledge of Subject Matter

The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) at the elementary and/or secondary levels.

The evaluation procedure assesses the teacher's knowledge of the subject(s) she/he is required to teach and will consider the:

1. Depth of knowledge in the subject matter area.
2. Extent to which the teacher keeps abreast of new developments, ideas, and events in the subject matter area(s).
3. Enthusiasm and interest of the teacher in subject(s) taught as reflected in the teacher's continuing professional development.
4. Relationship between one's subject matter field and other disciplines/subjects.

APPENDIX C - OBSERVATION REPORT

Teacher	Date	Time From	To	(Minutes)
Subject of Lesson Observed		Grade Level		
Classroom Environment: _____				

Teaching Activity: _____				

Student Activity: _____				

Other Observations: _____				

APPENDIX D - TEACHER OBSERVATION/EVALUATION (LONG FORM)
REPUBLIC SCHOOL DISTRICT #309

OBSERVATION DATE(S) _____	EMPLOYEE _____
EVALUATOR SIGNATURE/DATE _____	EVALUATOR _____
	SCHOOL _____
	GRADE/SUBJECT TAUGHT _____
EMPLOYEE SIGNATURE/DATE _____	GRADE/SUBJECT OBSERVED _____

Employees signature indicates review of report and does not necessarily indicate agreement.

DIRECTIONS: This worksheet is the basic device to help evaluators record observation data related to established evaluative criteria. The evaluator shall complete an Observation Worksheet in conjunction with each formal observation. This will serve as the primary basis for the post observation conference. Supplemental data may be used to support ratings.

Ratings: (M) Meets Standards (N) Needs Improvement
(N.O.) Not Observed

Needs improvement requires written comment.

INSTRUCTIONAL SKILL

- ___ 1.1 Teaches to appropriate objective
- ___ 1.2 Gives clear instructions
- ___ 1.3 Recognizes and instructionally provides for individual differences.
- ___ 1.4 Makes lesson objectives clear to students.
- ___ 1.5 Makes effective use of instructional equipment and materials.
- ___ 1.6 Makes effective use of instructional time as evidenced by time on task.
- ___ 1.7 Organized individual, small group learning experiences as appropriate to the student(s) subject matter, and desired outcomes.
- ___ 1.8 Provides for guided and independent practice.
- ___ 1.9 Uses principles of learning to facilitate the learning of objectives.

- ___ 1.10 Assesses student understanding during lesson presentation.
- ___ 1.11 Communicates effectively with students.

COMMENTS _____

CLASSROOM MANAGEMENT

- ___ 2.1 Gives prompt attention to routine duties. (Attendance and daily lesson plans, including lesson plans for substitute teacher).
- ___ 2.2 Selects and prepares materials in advance of lesson.
- ___ 2.3 Maintains a safe, healthy, stimulating environment conducive to learning.
- ___ 2.4 Communicates an appropriate set of classroom rules to students.

COMMENTS _____

PROFESSIONAL PREPARATION AND SCHOLARSHIP

- ___ 3.1 Uses principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences.
- ___ 3.2 Uses effective and appropriate oral and written language.
- ___ 3.3 Demonstrates commitment to the profession (and its code of ethics).
- ___ 3.4 Abides by staff decisions.

COMMENTS _____

EFFORT TOWARD IMPROVEMENT

___4.1 Implements suggestions for improvement.

COMMENTS _____

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

- ___5.1 Deals consistently and fairly with all students.
- ___5.2 Shows responsibility for general supervision of students during the school day.
- ___5.3 Maintains appropriate student conduct by establishing clear parameters and expectations, both inside and outside the classroom.
- ___5.4 Assists and encourages students to be respectful, courteous, and cooperative.
- ___5.5 Assumes personal responsibility to resolve discipline problems in the classroom and makes appropriate referrals in accordance with the school discipline policy.

COMMENTS _____

INTEREST IN TEACHING PUPILS

- ___6.1 Demonstrates an understanding of and commitment to each pupil taking into account individual background and characteristics.
- ___6.2 Demonstrates enthusiasm for or enjoyment in working with pupils, and maintains a classroom based on mutual respect.

COMMENTS _____

KNOWLEDGE OF SUBJECT MATTER

___7.1 Possesses academic background appropriate to the subject area or grade level.

COMMENTS _____

STATE AND DISTRICT LEARNING REQUIREMENTS

- ___8.1 Establishes learning outcomes consistent with the Essential Academic Learning Requirements.
- ___8.2 Plans and develops a variety of instructional experiences appropriate to specified learning objectives/outcomes, and the EALR's.
- ___8.3 Identifies and implements local school district goals, objectives, and policies which affect/influence instructional decisions, curricular outcomes, school and classroom procedures.
- ___8.4 Uses a variety of diagnostic tools which are pertinent to the program and course goals of the District.
- ___8.5 Uses strategies which involve students in higher levels of thinking.
- ___8.6 Gives explanation, assignments, and directions clearly including criteria forms and assessment information when possible.

COMMENTS _____

PROFESSIONAL GROWTH COMPONENT

The purpose of the professional growth component is to assist certificated classroom teachers in the development of professional growth plans by encouraging enhancements and improvements in teaching skills, techniques, and abilities. WAC 392.191.020.

Materials, records, and portfolios developed are not retained in the employee's personnel file or used in its formal evaluation criteria.

Any professional growth activity will be submitted to the employee's building administrator for approval prior to the commencement of the activity.

- ___9.1 Professional growth component presented.
- ___9.2 Activity does reflect effort toward completing professional growth objective.
- ___9.3 Is informed of new developments, ideas and events in subject matter field.

COMMENTS _____

NARRATIVE-Optional

- ___9.1 Narrative may include participation in extra activities, exemplary service, area recommended for improvement, etc.

COMMENTS _____

EMPLOYEE COMMENT – Optional

APPENDIX E - EMPLOYEE EVALUATION (SHORT FORM)

EMPLOYEE: _____

EVALUATOR: _____

EVALUATOR SIGNATURE/DATE

SCHOOL: _____

SUBJECT: _____

EMPLOYEE SIGNATURE/DATE

CLASS OBSERVED: _____

DATE/TIME OF OBSERVATION:

S = MEETS DISTRICT CRITERIA

U = DOES NOT MEET DISTRICT CRITERIA

NOTE: Any "U" ratings require the use of long form the following school year.

- | | | |
|--|---|---|
| 1. INSTRUCTIONAL SKILLS: | S | U |
| 2. CLASSROOM MANAGEMENT: | S | U |
| 3. PROFESSIONAL PREPARATION AND SCHOLARSHIP: | S | U |
| 4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED: | S | U |
| 5. HANDLING OF STUDENT DISCIPLINE: | S | U |
| 6. INTEREST IN TEACHING STUDENTS: | S | U |
| 7. KNOWLEDGE OF SUBJECT MATTER: | S | U |

COMMENTS:

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

APPENDIX F - PERFORMANCE EVALUATION - COUNSELOR

Name of Counselor _____ Year of Evaluation _____

School _____ Evaluator _____

Position _____

Type of Evaluation

Annual _____

90 Day _____

Other _____

The information supplied in this instrument should be held in the strictest confidence.

When it is completed, please distribute as follows:

1. Person being evaluated
2. Immediate supervisor
3. Superintendent's office (personnel file)

Signature of Person Being Evaluated

Date

Signature of Evaluator

Date

Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, evaluation conference. Counselors are encouraged to respond with written comments. If additional space is needed, please use the reverse side.

PERFORMANCE EVALUATION - COUNSELOR

Listed below are the eight evaluative criteria which will be used as a minimum basis for evaluating the performance of District Counselors.

Under each criterion are listed a number of indicators which may serve as a basis for determining the extent to which the Counselor is actually meeting the criterion. Each indicator under the eight criteria may not apply to each individual Counselor.

A check under each criterion means the following:

S = Satisfactory

U = Unsatisfactory

A written comment by the evaluator will be provided for every criterion marked with unsatisfactory. However, this does not restrict the evaluator from writing comments on satisfactory.

Criterion 1: Personal Characteristics

S U

Indicators: The Counselor;

- _____1. Is self-motivated
- _____2. Has self insight and self-understanding
- _____3. Feels a sense of adequacy and worth
- _____4. Is emotionally balanced
- _____5. Relates easily to others
- _____6. Is genuine

Evaluator's Comments: _____

Criterion 2: Relationships With Pupils

S U

Indicators: The Counselor;

- _____1. Is sensitive to youth
- _____2. Demonstrates the willingness to accept and work with all counsees.
- _____3. Allows and expects counselee to accept responsibility for decision making and possible consequences.
- _____4. Motivates students to seek counseling
- _____5. Has rapport with students
- _____6. Is available as a facilitating agent
- _____7. Respects the dignity and worth of the individual
- _____8. Helps pupils with personal as well as educational and vocational problems
- _____9. Demonstrates understanding of the basic principles of human growth and development
- _____10. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.

Evaluator's Comments: _____

Criterion 3: Individual Assessment

S U

Indicators: The Counselor;

- _____1. Demonstrates ability to synthesize and integrate testing and non-testing data.

- _____2. Demonstrates the ability to administer or to prepare others to administer District tests.
- _____3. Is aware of test limitations and practical applications.
- _____4. Demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data.
- _____5. Demonstrates familiarity with local School District's policies relevant to class placement.
- _____6. Demonstrates ability to communicate with parents, staff, and students regarding placement of students.

Evaluator's Comments: _____

Criterion 4: Relationship With Parents

S U

Indicators: The Counselor;

- _____1. Is sensitive to parents
- _____2. Attends to parental referrals
- _____3. Has a professional image among parents
- _____4. Provides parents with an opportunity to be heard
- _____5. Is conscientious in following through with parents

Evaluator's Comments: _____

Criterion 5: Relationships With Teachers

S U

Indicators: The Counselor;

- _____1. Is sensitive to the role of the teacher
- _____2. Is a facilitating agent with teachers
- _____3. Is aware of the emotional demands of teaching
- _____4. Is receptive to teachers
- _____5. Attends to teacher referrals

Evaluator's Comments: _____

Criterion 6: Relationships With Administrators

S U

Indicators: The Counselor;

- _____1. Is sensitive to the role of the administrator
- _____2. Has a professional rationale for his/her counseling approach
- _____3. Meets with the administrator regarding program development
- _____4. Communicates easily and effectively
- _____5. Functions effectively as a resource consultant
- _____6. Attends to administrative referrals
- _____7. Functions in a well organized manner
- _____8. Demonstrates awareness of the laws as they relate to counseling

Evaluator's Comments: _____

Criterion 7: Professional Attitudes and Activities

S U

Indicators: The Counselor;

- _____ 1. Is aware of literature relevant to counseling
- _____ 2. Is professionally involved
- _____ 3. Has a professional balance between theory and practice
- _____ 4. Is professional, enthusiastic regard his/her function
- _____ 5. Is professionally ethical

Evaluator's Comments: _____

Criterion 8: Consultation and Coordination

S U

Indicators: The Counselor;

- _____ 1. Consults with members of the staff to serve the general developmental needs of students
- _____ 2. Works with staff in planning and developing instructional strategies and curricular programs

Evaluator's Comments: _____

APPENDIX G - GRIEVANCE REPORT FORM

Republic EA and Republic School District

Distribution of Form: Immediate Supervisor
Association
Grievant
Personnel Office

Name of Grievant Work Site Assignment Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance and Sect. of Contract Violated: _____

2. Relief Sought: _____

Signature of Grievant Date

C. Date of Grievance Meeting: _____

D. Step 1 Administrator Response (decision and reasons):

Signature of Supervisor Date

E. Association Response to Step 1: _____

Signature Date

If additional space is needed, attach an additional sheet.

Step 2

A. Date Received by Superintendent: _____

B. Date of Grievance Meeting: _____

C. Step 2 Superintendent Response (decision and reasons): _____

Signature

Date

D. Association Response to Step 2: _____

Signature

Date

Date Submitted to Arbitration: _____

APPENDIX H - JUST CAUSE

- 1** Was the employee adequately warned of the consequences of his conduct?
- 2** Was the employer's rule or order reasonably related to efficient and safe operations?
- 3** Did management investigate before administering the discipline?
- 4** Was the investigation fair and objective?
- 5** Did the investigation produce substantial evidence or proof of guilt?
- 6** Were the rules, orders, and penalties applied evenhandedly and without discrimination?
- 7** Was the penalty reasonably related to the seriousness of the offense and the past record?

See *Enterprise Wire Co. and Enterprise Independent Union*, 46 LA 359 (1966)

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