

PREAMBLE

This agreement made and entered into this day of 2020 between the Adna School District No. 226, hereinafter called the "District", acting by and through its Superintendent and Board of Directors, hereinafter called the "Board", and the Adna Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children in the District is their mutual aim and that the character of such education depends upon the quality and morale of the teaching staff, as well as the efficient and economical operation of the District,

WHEREAS, the members of the teaching profession are particularly qualified to advise upon the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 288, Laws of 1975, First Extraordinary Session to negotiate with the Association as the representative of employees hereinafter designated, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

It is hereby agreed as follows:

ARTICLE I

SECTION 1. EXCLUSIVE RECOGNITION

The board recognizes the Association as the exclusive negotiating representative for all certified personnel employed or to be employed by the Board, under annual contract as regular full time and regular part-time (one-half time or more), with the exception of the chief administrative officer, principals, and other certified personnel who may be excluded by law for the purpose of exercising all rights accorded certificated employee organizations by Chapter 288, Laws of 1975, First Extraordinary Session.

When used hereinafter, the term "certificated employee" shall refer to each employee represented by the Association. Certificated employee means any employee holding a valid teaching Certificate of the State and who is employed or to be employed

45 by the District under annual contract as regular full time and regular part-time (one-half
46 time or more), with the exception of the chief administrative officer, Principals and other
47 certificated personnel excluded by law.

48

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

52

53 The District and the Association will cooperate to assure that no employee or
54 applicant for employment is discriminated against by reason of membership or non-
55 membership in the Association. The Association and the District will cooperate to assure
56 compliance with District policies and non-discrimination laws.

57

58 SECTION 2. STATUS OF THE AGREEMENT

59

60 Throughout this agreement certain rights and functions are accorded and ascribed
61 to the Association which are in addition to the rights and functions provided for in the
62 rules, regulations, policies, resolutions and practices of the District. These rights and
63 functions are afforded to the Association as the legal representative for all employees
64 covered under this Contract. Said rights and functions are not common to any other
65 employee organization with the District. Other privileges afforded the Association and
66 its constituent organizations shall not be granted to a minority organization seeking to
67 represent employees officially represented by the Association. Payroll deduction for
68 organization dues and the right to participate as an organization officially representing
69 employees in grievance processing, shall be a right of the Association.

70

71 This agreement shall become effective when ratified by the Board and the
72 Association and executed by authorized representatives thereof and may be amended or
73 modified only with mutual consent of the parties.

74

75 Existing or as amended rules, regulations, policies, resolutions, or practices of the
76 District not in conflict with this agreement shall remain in full force.

77

78 SECTION 3. CONTRACT COMPLIANCE

79

80 All individual employee contracts shall be subject to and consistent with
81 Washington State law and the terms and conditions of this agreement. Any individual
82 employee contract hereinafter executed shall expressly provide that it is subject to the
83 terms of this and subsequent agreement between the Board and Association. If any
84 individual employee agreement contains any language inconsistent with this agreement,
85 this agreement during its duration, shall be controlling.

86

87 SECTION 4. CONTRACT ADMINISTRATION

88
89 Association representative(s) shall meet with the Superintendent (when either
90 requests a meeting) not more often than once a month or when mutually agreed during
91 the school year to review and discuss current school problems and practices and the
92 administration of the agreement.

93
94 SECTION 5. CONFORMITY TO LAW

95
96 This agreement shall be governed and construed according to the Constitution and
97 Laws of the State of Washington. If any provision of this agreement or any application
98 of this agreement to any employee or groups of employees covered hereby shall be found
99 contrary to law, such provision or application shall have effect only to the extent
100 permitted by law, and all other provisions or application of this agreement shall continue
101 in full force and effect. Any provision of this agreement which may be contrary to law at
102 the time of making this agreement, but becomes lawful during the life of this agreement,
103 shall take effect upon their lawfulness.

104
105 SECTION 6. REOPENER CLAUSE

106
107 Supplemental contracts as defined in Appendix B, insurance benefits and two non-money
108 openers by each party shall be open for negotiation annually during the remainder (2018-
109 2019) of this agreement and as pertains to RCW 28A.400.275 in conformity with state
110 laws."

111
112 ARTICLE II
113 BUSINESS

114
115 SECTION 1. ELECTRONIC DEPOSIT

116
117 Electronic deposit for the certificated staff's monthly payroll will be required.

118
119 SECTION 2. PAYROLL DEDUCTIONS

120
121 The Association and its affiliates (WEA and NEA) shall have the right of
122 automatic payroll deduction of membership dues, assessments and fees for employees.

123
124 The Association shall submit the automatic payroll authorization signed by
125 member employees to the District payroll office for processing. A table of prorated
126 annual dues, assessments and fees shall be supplied to the District payroll office by the
127 Association to determine monthly dues deductions.

129 The District shall provide for dues deductions, assessments and fees through
130 automatic payroll authorization. At least five (5) participants must be involved for
131 payroll deductions.

132
133 Teachers who remain on staff during the 1994-95 school year and who were
134 under the District's employment agreement that was issued May 1, 1994 for the 1994-95
135 school year are grand fathered in this section as it relates to payroll deductions already in
136 place. Only new requests and employees new to the District who are hired for the 1994-
137 95 and ensuing school years are subject to this business office practice.

138
139 SECTION 3. OTHER DEDUCTIONS

140
141 The District shall, upon receipt of authorization from any employee, deduct from
142 the employee's salary and make appropriate remittance for insurance plans or any other
143 plans or programs jointly approved by the Association, the Board, and the Lewis County
144 Auditor.

145
146 SECTION 4. ASSOCIATION RIGHTS

147
148 The Association and its representatives may have the right to use District
149 buildings at reasonable times when buildings are not otherwise in use for meetings and
150 for the lawful transaction of Association business.

151
152 The Association and its' representatives may hold three (3) meetings beginning at
153 3:15 each year giving priority to parent and student needs. Also, prior to the beginning of
154 the school year the District will provide the Association and its' representatives the
155 opportunity to hold an hour meeting during a contracted work day.

156
157 The Association shall have the right to post notices of lawful activities and
158 matters of Association concern only on a specific bulletin board or portion thereof, as
159 designated by the site administrator/principal.

160
161 ARTICLE III
162 PERSONNEL

163
164 SECTION 1. EMPLOYEE RIGHTS

165
166 Employees shall be entitled to all lawful rights of citizenship. There shall be no
167 discipline or unlawful discrimination with respect to the employment of any person
168 because of such person's age, sex, marital status, race, creed, color, national origin,
169 domicile, political activity or lack thereof, or the presence of any sensory, mental or
170 physical handicap, unless based upon a bonafide occupational qualification, provided that
171 the prohibition against discrimination because of such handicap, shall not apply if the
172 particular disability prevents the proper performance of the particular work involved.

173 Nothing contained herein shall be construed to deny or restrict to any employee
174 such rights as he may have under applicable laws and regulations. The rights recognized
175 hereunder shall not be exclusive, but are in addition to those provided elsewhere.
176

177 Right to Join and Support Association

178
179 Employees of the District who are represented by the Association shall have the
180 right to freely organize, join and support the Association or to refrain from doing so, for
181 the purpose of engaging in negotiations and other concerted activities for mutual aid and
182 protection. As a duly elected body exercising governmental power under the State of
183 Washington, the Board shall not directly or indirectly discourage or deprive any
184 employee of the enjoyment of any rights conferred by the statutes and constitutions of the
185 State of Washington and the United States; nor shall the District or the Association
186 unlawfully discriminate against any employee with respect to hours, wages or any terms
187 or conditions of employment by reason of membership or non-membership in the
188 Association, participation in grievances, complaint or proceeding under the agreement or
189 otherwise with respect to terms or conditions of employment.
190

191 Right to Due Process for Major Differences

192
193 Employees reserve the right to have a representative of the Association and/or
194 counsel present when being reprimanded, disciplined or adversely affected for any
195 reason. When a request for such representation is made, no action shall be taken with
196 respect to the employee until such representative of the Association and/or counsel is
197 present if employee so desires. All information forming the basis for any reprimand,
198 warning, discipline or adverse effect shall be made available to the employee.
199

200 No teacher shall be disciplined under the terms of this agreement without
201 sufficient and legal cause. Any discipline under the terms of this agreement unless
202 specifically accepted, shall be subject to the grievance procedure. The specific grounds
203 forming the basis for the disciplinary action will be made available to the teacher in
204 writing.
205

206 Any written complaints made against a teacher will be called to the attention of
207 the teacher by his/her supervisor within 15 days of receipt of the complaint. Any
208 complaint not called to the attention of the teacher shall not be used as a basis of any
209 disciplinary action.
210

211 SECTION 2. PERSONNEL FILES

212

213 Employees or former employees shall, upon request, have the right to inspect all
214 contents of their complete personnel file kept within the District as well as employment
215 references leaving the District.

216

217 Upon request, a copy of any documents contained therein shall be afforded the
218 employee at the employee's expense. No secret, duplicate, alternate or other personnel
219 file shall be kept anywhere in the District, except for working files, which pertain to
220 evaluation, may be kept by the building principal. A separate file for processed
221 grievances shall be kept apart from the employee's personnel file.

222

223 Anyone, at the employee's request, may be present in this review.

224

225 Each employee's file shall contain the following minimum items of information:
226 TB report, all employee's evaluation reports, teaching certificate, a transcript of academic
227 records, and accumulative sick leave.

228

229 No evaluation, correspondence, or other materials making derogatory reference to
230 any employee's or former employee's competence, character, or manner, shall be kept or
231 placed in the personnel file without the employee's knowledge and right to attach his own
232 written comments.

233

234 An employee's right to object to materials in personnel file will follow District
235 Policy and Procedure 5260/5260P

236

237 An employee may appeal to the Superintendent for the removal of any material
238 placed in his/her personnel file. This must be done by requesting a conference
239 with the party involved for the purpose of examining the questioned material. If
240 employee is not satisfied with the decision, he/she may file a grievance according
241 district policy.

242

243 SECTION 3. CONTRACTS, WORK DAY, CALENDAR, PAYMENT AND OTHER
244 MISCELLANEOUS PROVISIONS

245

246 Individual employee's contracts shall be in conformity with state law.

247

248 Release from Contract

249

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

252

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

- 255 2. A release from contract prior to July 1, shall be granted, provided a
256 letter of resignation is submitted prior to that date.
257
258 3. A release from contract shall be granted after July 1, provided a
259 qualified replacement can be obtained, and after the first of August
260 with administration approval.
261
262 4. A release from contract shall be granted in case of illness or other
263 personal matters which make it impossible for the employee to
264 continue in the District.
265

266 Length of Contract
267

268 The District agrees to a 180 day teachers' work year with the understanding that
269 teachers will be prepared and ready to teach when students arrive for their first day of
270 school. The District will, through the apportionment process, be responsible for paying
271 teachers the maximum salary possible under monies appropriated for salaries by the state
272 and to keep the District within those salary money limits.
273

274 Duration of Contract
275

276 This agreement shall be in full force and effect from September 1, 2020 to and
277 including August 31, 2022. If the district experiences a double, double levy failure
278 during the duration of this agreement, the 2020-2021 and 2021-22 optional per diem days
279 (also referred to as Professional Development days) will remain in effect, and contract
280 negotiations will open again in the spring of 2022.
281

282 Length of Work Day
283

284 The length of a full time teacher's regular contracted work day shall be seven
285 hours thirty-five minutes, beginning 30 minutes before the students' school day begins
286 and ending 30 minutes after the students' school day. Part time teachers will work with
287 the building administrator to come up with a mutually agreeable start and end time. In the
288 event that the state changes statutory requirements that would affect the length of the
289 contract day, this section will be revised by mutual consent of the superintendent and the
290 AEA. If it is necessary to lengthen the work day under the conditions stated above, then,
291 if there is anticipated an ending cash reserve for the year in excess of the amount set forth
292 in the reduction in force section of this contract, individual teacher contracts will be
293 adjusted to compensate for the additional time, provided there are sufficient monies
294 available in excess of the minimal cash reserve requirements set forth under reduction in
295 force. If there are not sufficient monies available for a complete adjustment to
296 compensate for a lengthened day as set forth above, then a proportional adjustment to
297 compensate for a lengthened day shall be made until the minimal cash reserve
298 requirement is reached. The anticipated ending cash reserve will be determined by a

299 committee consisting of the superintendent, an A.E.A. member and the E.S.D. Fiscal
300 Officer.

301

302 Calendar

303

304 The District shall establish the school calendar and make available to parents and
305 teachers at the earliest possible date using the following criteria:

306

307 1. School will commence no earlier than August 30. The first week of school will
308 contain a minimum of three (3) student days. If Labor Day falls on the 1st, 2nd, 3rd or
309 the 4th school will begin after Labor Day. If Labor Day falls on the 5th, 6th or 7th
310 school will begin before Labor Day.

311

312 2. Two non-contracted, non-instructional in-service days will be provided. The District
313 and Association will together determine the placement of these days. These days will
314 be incorporated into the calendar yearly.

315

316 3. The day before Thanksgiving will be an early release day (12:30 PM) for all staff and
317 students.

318

319 4. Winter break will be a minimum of two weeks (14 days) in length. Whenever
320 possible, there will be a minimum of three student days the last week in session and
321 the first week back in session during this vacation period. The last school day before
322 winter break will be an early release day (12:30) for all staff and students. If New
323 Years Day falls on a Sunday the 3rd of January will be a no school day and included in
324 the two week (14 day) minimum length.

325

326 5. One non-contracted/non-instructional day will immediately follow completion
327 of the first semester.

328

329 6. Spring break will normally be scheduled the second full week in April or in
330 conjunction with other county schools in the proximity of the Adna School
331 District.

332

333 7. Whenever possible the last day of school shall not fall on a Monday.
334 Whenever possible, the last week of school will have no less than three
335 student days. The last two days of the school year shall be early release
336 days at 11:30 AM.

337

338 8. Emergency school closure days will be determined annually by the District and
339 Association during the time of creating the calendar.

340

341

342 9. Prior to adoption of the calendar in May, a representative(s) from the bargaining unit
343 will meet with the superintendent to review and discuss proposed school in-service and
344 conference days.

345

346 There shall be no change in the school calendar except by mutual agreement of the
347 District and the Association.

348

349 Supervision

350

351 Teachers may be assigned supervision duties on an emergency basis when aides
352 are not available or when the principal determines additional supervision is necessary for
353 the safety of the students.

354

355 Secondary School Schedule

356

357 The secondary school will include a preparation period for each full-time teacher.
358 Part-time teachers will receive an equal percentage of prep time as compared to full-time
359 teachers (Example- 7 period day, teach 6 periods plus one period prep. The table below
360 shows prep for part-time teachers for a seven period day).

361

362 Periods	Period FTE	Prep FTE	Total FTE	Prep Minutes per Day
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363

364 1	.143	.024	.167	9 minutes
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365 2	.286	.048	.334	18 minutes
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366 3	.429	.072	.501	27 minutes
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367 4	.572	.096	.668	36 minutes
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368 5	.775	.12	.835	45 minutes
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369 6	.858	.144	1.00	53 minutes
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371 As a part of the scheduling process, secondary teachers may submit written
372 suggestions to the principal. Secondary teachers will be provided with a first draft
373 schedule and may give written suggestions to the principal as to possible adjustments to
374 the schedule. The final decision as to the actual schedule will be responsibility of the
375 administration and the school board.

376 A change to the structure of the school day will be a site based process between
377 the building administrator and staff. The final decision as the actual school day structure
378 will be the responsibility of the school board.

379

380

381 Payment

382

383 A. In the event of a mistake resulting in underpayment, corrections shall
384 be made on or before the fifteenth (15) of the next month. In event of
385 over payment the deduction will be made the following month.

386 B. The District to issue salary warrants on the last day of the month
387 unless this day falls on a Saturday, Sunday, or a day recognized
388 as a national holiday.
389

390 Parent-Teacher Conference

391

392 Parent-teacher (and in some cases parent-teacher-student) conferences are to be
393 scheduled by all teachers with parents/step-parents/guardians of students in their classes
394 with provision being made for parents/step-parents/guardians who work. A total of 600
395 minutes over a period of one week of released time for teachers may be allowed as long
396 as the released time is within the constraints of the Basic Education Law and regulations
397 therein.

398 If an elementary teacher has more than twenty-five students, said teacher may be
399 allowed an additional twenty-four minutes of conference time for each student above
400 twenty-five. The time allowed would need to be coordinated and approved by the
401 principal for the purpose of providing additional time in the most cost effective manner.
402

403 Grades Due

404

405 Secondary semester and quarter grades must be submitted to the office or posted
406 electronically within three working days after the end of the grading period.
407

408 Third trimester elementary report cards are to be distributed on the last day of school. All
409 grades must be entered to the office two business days prior to the last day of school.
410

411 Conferences/ Meetings

412

413 Teachers attending conferences and/or meetings at the request of the Adna School
414 District shall, within guidelines set by the District, be reimbursed for travel, lodging,
415 meals, fees, and other expenses that are incurred as a result of participating.
416

417 Curriculum Development

418

419 The Board of Directors will consider requests presented through the appropriate
420 channels for curriculum development projects on a case-by-case basis. If approved by
421 the Board, employees utilized under the direction of the building principal will be
422 reimbursed at the rate of twenty-five dollars (\$25.00) per hour for work outside the
423 normal work day.

424 Elementary Preparation Time

425

426 In the District's continuing effort to enhance education through instructional
427 preparedness, the District agrees to provide 275 minutes of preparation time per week for
428 each full time teacher in the elementary building. Preparation time will include all time
429 during the school day where teachers are not directly responsible for student supervision,

430 excluding lunch, recess, and the first thirty (30) minutes and the last thirty (30) minutes
431 of a teacher's regular contracted work day. The District views preparation time as a
432 necessity for quality education and, should a levy failure occur, will place a high priority
433 on maintaining this section.

434
435 Personal Property

436
437 The employer shall reimburse employees for the replacement or repair of personal
438 property related to the performance of their teaching duties which may be damaged,
439 destroyed, or stolen while the employee is acting in the proper discharge of duties as
440 required by law. Employees must provide the building principal with a listing of
441 personal items with a value in excess of \$20 that are kept in their classroom for
442 continuous use. Personal items must be removed from the school premises when not in
443 use. The employer will not be responsible for items stored on the premises or which are
444 damaged, destroyed, or stolen due to employee negligence.

445
446 Class Size

447
448 A. In order to increase teaching effectiveness and learning opportunities for
449 students of the District, each certificated employee shall be assigned a
450 specific in-class work load which shall not exceed the following:

451

452	PreK-3	no more than 20 students or more than the law allows
453	4-5	no more than 25 students or more than the law allows
454	6-12	no more than 30 per class excepting music and P.E. which will not
455		exceed 35.

456

457 In the event that the number of students exceeds the limit above, the teacher shall
458 bring the concern to the building administrator to review within three days. The principal
459 and the teacher are to come up with alternatives leading to resolution and such
460 alternatives may include dollars to resolve the issue. If no reasonably satisfactory
461 resolution can be met, then it will be referred to a committee consisting of the teacher, the
462 principal, the superintendent and a board member for the purpose of resolution.

463
464 B. A \$2,800.00 in class work load relief fund, allocated on a quarterly basis will be
465 established in the event an employee's maximum in-class work load exceeds the limit
466 allowed, the District shall make available from that fund:

- 467
- 468 1. Aide time
 - 469 2. Purchase of substitute time
 - 470 3. Purchase of classroom materials and supplies, (excluding textbooks).
 - 471 4. Other
- 472

473 Unused fund will be rolled over to the next quarter. No dollars will carry over
474 into next school year.

475
476 Class overload reporting dates are: Oct. 1, Dec. 1, Feb. 1, and March 1. (If the
477 reporting falls on a weekend or a holiday, enrollment on the school day immediately
478 following the reporting date shall be used for overload purposes.)

479
480 If at any time during the period between reporting dates the enrollment in any
481 class receiving workload relief falls above or below the maximum the chosen relief will
482 stay in force until the next reporting period.

483
484 Before impacting any employee with students which would exceed the agreed
485 maximum, the building administrator shall make every effort to adjust class schedules so
486 that no employee shall be impacted with students above the agreed maximum. In case of
487 levy failure this section becomes null and void, and reinstated upon passage of levy. In
488 case of levy failure, every effort will be made to maintain Section A.

489
490 Combination Classes

491
492 Teachers will be consulted before being assigned to classes that require teaching 2
493 different curriculum within the same time period. Anyone required to teach a
494 combination class shall be involved in the process of selecting students for that class, and
495 the teacher and the administrator will agree upon the maximum number of students
496 allowed in the class. Further, every effort shall be made to prevent a teacher from having
497 to teach a combination class two years in a row.

498
499 Supplemental Contracts

500
501 Notice of issuance of co-curricular contracts as listed on Appendix B to returning
502 staff will be given prior to the end of the school year. Supplemental contracts are not
503 subject to the continuing contract law.

504
505 Professional, Improvement/Instructional Days

506
507 Teachers will receive a total of 5 Professional Development days in addition their base
508 contract.

509
510 State funding and required activities for three of the days will follow the Washington
511 State RCW 28A.150.415, 28A.415.430, 28A.415.432, and 28A.415.434. The three State
512 Funded Professional Development Days will be completed before the school year. During
513 the 2020-2021 school year, the dates will be August 25, 26, and 27. The 2021-2022 dates
514 will be determined at the time of creating the 2021-2022 school year calendar.

515
516 The remaining two enrichment days will be designated as the following:

517

518

1. One day for Back to School Prep Day

519

2. ½ day for Back to School BBQ conferencing, ½ day (elementary Christmas

520

Program, High School – update electronic grading system on Skyward. The

521

expectations of staff concerning posting of grades will be determined at the

522

building level.)

523

Teachers who split time between the elementary and middle/high must meet with

524

administrators to determine minimum required activities not to exceed requirements of

525

any other individual teacher assigned to one building. Any teacher who does not

526

participate in all required activities will lose on half of a per diem day provided in the

527

current year contract. A teacher may petition to the building administrator to have the

528

half day reinstated. Also, leave days, as defined by the contract, may not be used for

529

payment of any other per diem days provided in the agreement. Teachers will be

530

compensated for all five Professional Development/Enrichment days by way of a

531

supplemental contract.

532

533 **Payment Options for Required Days**

534

1. Paid over 12 months

535

2. Two payments; one end of November – one end of June

536

3. One payment; end of June

537

538

539 **Communication**

540

A copy of the Board meeting minutes and agendas for Board meetings shall be

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provided for posting on the elementary and high school faculty bulletin boards.

542

543

544 **Public Criticism**

545

Any criticism of an employee or agent of the District by another employee or

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agent of the District shall be done in a professional and ethical manner.

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548

549 **District Council**

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A District Council of 6 people (elementary and middle/high school principals or

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their designee and 4 teachers representing primary, elementary, middle, and high school)

552

and one parent (optional) will meet as needed, during the contracted school day, to

553

oversee the areas of curriculum and curriculum development, textbook adoption and in-

554

service training.

555

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557

Curriculum – the committee will screen curriculum change requests in order to

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maintain continuity between the different grade levels. The committee will also make

559 recommendation about curriculum areas that need to be reviewed and aligned to current
560 testing programs.

561

562 Curriculum Development - the committee may make recommendations about
563 curriculum areas that need to be improved, changed, or developed. Teachers may also
564 request to work on curriculum. Their requests will be submitted to the committee for
565 approval. Any teacher who works on approved curriculum development outside of the
566 contract will be reimbursed at a rate of \$25.00 per hour.

567

568 Textbook Adoption – the committee will monitor the Adna School District
569 curriculum/instructional material review cycle and will inform teachers when it is their
570 turn for updated materials. Board policy regarding textbook adoption will be followed
571 within the allotted textbook adoption budget. Individual teachers, grade levels or
572 departments may review and recommend textbooks and instructional material to the
573 committee. If the committee approves the materials, the request for purchase, along with
574 the committee’s endorsement, will be forwarded to the Board for approval of purchase. If
575 the Board disagrees with the request, the committee will review the Board’s comments
576 and concerns. The committee will either request a new review and proposal, or it will
577 appeal the Board’s decision. Once the Board has accepted a recommendation, it will be
578 purchased.

579

580 In-service – the committee will make recommendations regarding the District’s
581 in-service training.

582

583 A.E.A. Scholarship

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585 The A.E.A. may solicit nonmembers for contributions to the A.E.A. scholarship
586 fund.

587

588 Employee Assistance Program

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590 When necessary or requested, the district will inform the employees of various
591 plans or programs available in the Local area that could help at risk employees.

592

593 Emergency Closure

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595 When schools are closed because of inclement weather, ice, snow, other
596 emergencies (floods, volcanic disruption, earthquakes, lack of heat, septic tank failure,
597 etc.,) or other hazardous condition, teachers shall not be required to work and will suffer
598 no loss of pay or benefits.

599

600 In the event the administration makes a decision to postpone the start of school
601 due to an emergency situation, as stated above, teachers shall be permitted to arrive at
602 school thirty (30) minutes prior to the newly scheduled student starting time.

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In the event schools are closed early due to an emergency situation (inclement weather, ice, snow, floods, volcanic disruption, lack of heat or lights, etc.) and the administration has made a decision to send students home, teachers shall be permitted to leave after students have been accounted for, or are off school grounds.

Teachers shall suffer no loss in wages, benefits or contractual or statutory advantages as a result of such work rules.

When the District is required by law to make up days missed in order to receive its appropriation due to emergency school closure, such scheduling of make-up days shall be accomplished through the mutual agreement of the District and Association. Teachers shall not be required to make up days lost as a result of school closing or cancellation of classes unless such failure could result in a school year of fewer than one hundred eighty (180) days. In the event a waiver is granted by SPI for fewer than 180 days, teachers shall suffer no loss in pay or benefits.

Substitute Teachers

A. Substitute Teachers

1. The following substitutes will be included in the bargaining unit:
 - a. Substitute employees who have been employed by the District for more than twenty (20) consecutive days within the current school year.
 - b. Substitute employees who have been employed by the District for more than thirty (30) days of work in the current and/or preceding school year and who continue to be available for employment.

B. Types of Substitutes

1. Regular Daily Substitute
 - a. A regular daily substitute is defined as a person who is employed as a substitute for a bargaining unit member for not more than twenty (20) days.
 - b. A half-day leave will be defined by the substitute service billing for half-day subs, 3 hours and 45 minutes, 8:25 a.m. to 12:10 p.m. To accommodate teachers so as to use a half-day of leave that is longer than the substitute time teachers may request an administrator to cover the over extended class time without the loss of full day of leave. (Maximum of 20 minutes).

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2. Long Term Substitute

Both parties acknowledge substitute certificated personnel as members of the collective bargaining group with no rights within the contract other than recognition as an employee and placement on the salary schedule up to a maximum of BA - zero years experience (or MA - zero years experience as provided below). Any substitute teacher who completes twenty (20) consecutive or thirty (30) random non-consecutive work days for the district for the effective term of this agreement will be placed at a rate not to exceed the state minimum per diem rate for a beginning teacher with a Bachelor's Degree (zero years experience) on the 21st consecutive or 31st random non-consecutive work day with eligibility being established in each year of the agreement.

Any substitute teacher who provides the district with evidence of holding a Master's Degree will be placed at a rate not to exceed the state minimum per diem rate for a beginning teacher with a Master's Degree (zero years experience) on the 21st consecutive or 31st random non-consecutive work day with eligibility being established each year of the agreement.

The inclusion of this procedure will not cause the District to lose its membership in the Lewis County Substitute Cooperative, or cause the District to have to pay any additional costs to the aforementioned Cooperative as a result of this agreement.

School Safety/Employee Protection/Weapons and Dangerous Devices

- A. The District will abide by and give unqualified support to the provisions of RCW 28A. 635.090. 28A.635.100, 28A.635.110 and 28A.635.120.
 - 1. Employees who are threatened, injured, intimidated, have had legal action brought against them, or have reason to believe that legal action will be brought against them relating to their assignment will notify as soon as possible his/her building administrator. Reasonable steps shall be taken in cooperation with the employee and the law enforcement officials to provide reasonable safety protection as may be feasible.
 - a. When the violator is a student the District will consider immediate expulsion if the District can meet the requirements of WAC 180-40 275-285.

- 690 b. If the employee is injured because of school violence the District will
691 continue to pay the employee's salary without charging sick leave if the
692 leave complies with all rules and restrictions of RCW 28A.400.800.
693
694 c. The District will consider reassignment to another position any student
695 who has assaulted, threatened, injured, intimidated by threat or force or
696 violence, or interfered with the performance of the teachers assigned
697 duties by force or violence.
698

699 Weapons and Dangerous Devices

- 700
701 A. Students possession or use of weapons, explosives, firecrackers or other
702 items capable of producing bodily harm is prohibited. The District will
703 comply with RCW 9A.040.110 and RCW 9.41.280.
704
705 B. If emergency expulsion occurs, the Superintendent may continue the
706 expulsion if WAC 180-40-305 (7) is complied with.
707
708 C. The principal will immediately and thoroughly investigate reports and
709 rumors regarding weapons, explosives and firecrackers, and take prompt
710 and reasonable action to protect informed of the incident.
711
712 D. Within the legal framework of the State of Washington an employee is
713 allowed to use prudent and reasonable force upon or toward a student or
714 other person on or around school premises whenever such employee is
715 about to be possibly injured, or when the employee comes to the aid of
716 another employee or student who may be about to be injured.
717

718 SECTION 4. SALARY AND INSURANCE

719
720 Insurance

721
722 For the time period starting January 1, 2020, the district will pass through statewide
723 insurance benefit allocation in accordance with the SEBB requirements.
724

725 District in an out of compliance category for salaries and benefits.
726

727 The AEA agrees to follow the guidelines and requirements as determined by
728 ESSB 5940.
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734 SECTION 5. LEAVES

735

736 **FOR THE PURPOSE OF USING LEAVE OR COMP TIME- A FULL DAY IS
737 CONSIDERED 8 HOURS**

738

739 Comp Time

740

741 Any teacher directed by the administration to cover an absent employee's class
742 shall be paid at the standard daily sub pay and may cash out in in January or June. Comp
743 time may be earned in 30 minute increments "a segment of time less than 30 minutes will
744 not be considered as comp time. Example class coverage for 5 minutes." Teachers may
745 opt to accumulate compensation time for leave purposes instead of being paid.

746

747

748 A carryover of comp time into the next school year will be allowed under the
749 following guidelines.

750

- 751 1. Teachers may carry over a maximum of 16 hours into the next school year.
- 752
- 753 2. Hours to be cashed out can only be in 3 hour (half day sub pay) or 6 hour
754 (full day sub pay) increments. Hours to be cashed out must be turned into the
755 District Office by December 30th (payment will be in January) June 30th
756 (payment will be in July).
- 757
- 758 3. Time earned must be immediately approved by the building administrator and
759 turned into the district office on a monthly basis or the time will be lost.
- 760
- 761 4. All comp-time other than classroom coverage during normal contracted hours
762 must be pre-approved by building administrator.

763

764

765 Sick Leave

766

767 At the beginning of each school year, full-time contracted employees of the
768 District shall be credited with twelve days sick leave. This leave may be used by the
769 employee for absences caused by illness and/or injury to the employee or their immediate
770 family, which shall be understood to include spouse, children, brothers, sisters, parents
771 and/or other dependents. Sick leave may be used for medical appointments for the
772 employee or their immediate family. Compensation for such leave shall be the same as
773 the employee would have received had the employee not taken the leave. Upon return to
774 duty the employee shall sign an absence report stating the reason for the absence. In
775 cases of absence for reasons of illness or injury for a continuing period of more than five
776 working days, the reason for the absence, upon request of the District, shall be certified
777 by a licensed medical doctor. In cases of absence for reasons of illness or injury for a

778 continuing period of more than ten working days the District shall have the right of
779 having the employee verify the reason for the absence by a physician chosen by the
780 employee from a list of five prepared by the District. The doctor chosen may not be the
781 employee's regular physician.

782
783 The District shall have the right to require a letter from the attending physician or
784 licensed medical practitioner to the effect that the employee is in good health and ready
785 to resume his/her duties. The intent of this section is for the protection/safety of the
786 individual employee as well as his/her fellow workers and students. This section is not
787 intended to apply to normal absences (flu, illness, etc.), but is related to more
788 extraordinary circumstances which may involve, but not limited to: an injury to the head,
789 severe laceration, recovery from a serious operation, etc.

790
791 Physical disablement caused by maternity, childbirth, and recovery therefrom,
792 shall be considered as a form of illness for the purposes of this leave. Sick leave shall be
793 granted for the period of disablement as certified by a physician.

794
795 An employee who is unable to perform the duties assigned because of personal
796 illness, injury or maternity condition, may petition the board of directors for a leave of
797 absence without pay at the exhaustion of sick leave benefits. An employee who has been
798 granted leave may return to service during the period of the leave after giving ten (10)
799 days written notice to the superintendent and with written permission of the employee's
800 physician, provided that the position is not filled by someone contracted especially for the
801 period of leave requested for by the employee and who would have to be retained after
802 the employee's return at added cost to the District.

803 804 Sick Leave Buy-Back

805
806 The District agrees to adopt a policy for sick leave buy-back that will be in conformance
807 with State rules and regulations.

808 809 Emergency Leave

810
811 Up to one day of sick leave that may be used for emergency leave under
812 conditions described below. May be taken for a problem that has been suddenly
813 precipitated or is unplanned emergency leave or where preplanning could not relieve the
814 necessity for an employee's absence, including the death of a close personal friend. The
815 teacher shall notify the superintendent or his designee twenty-four (24) hours in advance
816 of the time the emergency leave is to be taken if at all possible. Emergency leave will not
817 be granted to more than two employees on the same day without prior approval of the
818 superintendent.

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821

822 Personal Leave

823

824 A. Each employee covered by this agreement shall be entitled to two days of
825 personal leave subject to the following:

826

827 1. Three days notice will be given to the building administrator. Teachers
828 may request the building administrator to waive the three (3) days notice
829 requirement for urgent matters requiring prompt attention.

830

831 2. The leave must not be used on the first or last day of a semester, during
832 the first or last 5 days of the school year, during state-wide testing, or on a
833 LID or school in-service day.

834

835 3. A substitute must be available

836

837 4. The employee shall not be required to state any more specific reason than
838 "personal".

839

840 5. Personal leave may be taken in one-half day increments.

841

842 B. Employees who do not use their personal days described above may choose to
843 be compensated for two days at a rate of substitute pay at the end of the school
844 year and/or may roll days into the next year to a maximum accumulation of 5
845 days of personal leave. Days accumulated in excess of 5 will be rolled over
846 into sick leave the following school year. For cash out purposes, the district
847 office must be notified of cash out request by June 30.

848

849 C. Personal leave is not deducted from sick leave.

850

851

852 Family Medical Leave

853 Nothing in this Section restricts a employee's entitlements under the Federal
854 Family and Medical Leave Act. Further information on the Family and Medical Leave
855 Act can be found by contacting the Adna School District Business Manager.

856

857 Professional Leave

858

859 Certificated employees may petition the superintendent for up to two days of
860 leave without loss of pay each year for attendance at subject area meetings and
861 conferences designated for the professional growth of the teacher.

862

863

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865

866 Bereavement Leave

867

868 Up to five (5) days of bereavement leave may be granted in case of death in the
869 employee's family. An employee's family is defined as spouse or significant other, the
870 direct blood relatives of the employee or his/her spouse or significant other, step
871 relatives, in-laws and legal guardians. The District will consider individual requests for
872 "close personal friends." Bereavement leave for an employee's family will not be
873 charged against sick leave, however any bereavement leave requested and approved for
874 "close personal friends" will be charged against sick leave.

875

876 Leave of Absence

877

878 An employee shall be entitled to petition the Board of Directors for a leave of
879 absence without pay or benefits, for paternity and/or adoption, for professional study, rest
880 and recuperation, extended travel, working in a professionally related field or for personal
881 reasons. Such leaves shall normally be for a period of one year or less and shall expire
882 on the date agreed upon.

883

884 While on leave the employee shall not receive experience credit on the salary
885 schedule and no fringe benefits will accrue during that year.

886

887 An employee desiring professional leave must submit a written request to the
888 superintendent prior to May 1 of the year for which the leave is desired. The request
889 shall specify the reasons for which leave is requested and give specific plans and
890 endeavors. (The above is not to be construed that the board must grant all leaves
891 requested.)

892

893 Jury Duty

894

895 Leaves of absence with pay shall be granted for jury duty. Any compensation
896 received for jury duty performed on contracted days shall be turned over to the district or
897 donated to: a district curricular or extra-curricular program: Examples include but not
898 limited to, Booster Club, PTO, specific club/sports team or individual classroom
899 materials. Staff shall notify the district office within one week of notification to serve
900 jury duty. The district reserves the right to make a request asking the courts to release an
901 employee from this responsibility.

902

903 Subpoena Leave

904

905 A teacher may request a subpoena leave from the administration. Contracted
906 work days missed for such approved leave will be deducted from an individual's salary as
907 soon as feasible. If the court subpoena is related to events or actions arising out of the
908 performance of his/her duties for the District, such time lost will not be deducted from
909 said teacher's salary.

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SECTION 6. TRANSFERS AND REDUCTION IN FORCE

In all reassignments or transfers of employees, the best interest of the District shall be controlling. The desires of the employee involved, employee competency, qualifications and certification, instructional and extra-curricular requirements, staff availability and written recommendations of principals and supervisors shall be other factors to be considered.

To assure current employees every consideration in filling any vacant or newly created instructional position, the following procedures shall be used:

1. All vacancies and new positions shall be publicized through a written notice posted in each District school building. Such posting shall be made at the same time such position is announced as open.
2. Said notice shall clearly set forth the qualification for the position.
3. All vacancies or new positions shall be filled on the basis of qualifications for the position.
4. Employees who desire a change in grade, subject and/or program assignment shall file a written statement of such desire with the superintendent. Such statement shall include the grade, subject and/or program to which the teacher wishes to be assigned.
5. An employee involved in a request for a new or vacant position will, upon request, be advised by the principal of the reason for their action.

Some involuntary assignments in a District the size of Adna will be unavoidable and when it becomes necessary the following factors shall be used:

1. The employee involved shall be advised of the reasons for the action by the principal.
2. Such assignments shall be made after careful consideration of program needs in the building, extra-curricular requirements, staff balance and legal or contractual requirements. Length of service in the school District will be considered when the preceding are equal when applied to two or more individuals.

When there is a change of assignment or transfer of employees with less than one full week's notice, employees at the secondary level will be given the option of either: a) half day paid at the substitute rate or b) a half day of release time per class change for

954 preparation. Each employee at the elementary level (self contained class) will be given
955 the option of 2 days paid at the substitute rate or 2 days of released time.

956
957 Based upon information available at the time, building principals will have
958 tentative schedules of fall teaching assignments available for dissemination to certificated
959 staff under their supervision by the final contracted day for teachers in the Spring. When
960 changes in teaching assignments are made during the Summer, teachers affected will be
961 notified either in person or by mail as soon as practicable. Such notice shall include the
962 nature of the change in assignment and the reason for the change.

963 A list of extra-curricular positions shall be provided to certificated staff prior to
964 the close of school each year; said list to be of positions expected to be funded for the
965 following school year. Any certificated staff member wishing to be considered for any
966 extra-curricular position shall notify the superintendent in writing and include the
967 position or positions for which they would like to be considered and their qualifications
968 for the position(s). Such request will be kept on file for one year. If positions remain
969 open at the beginning of the new school year a list of such positions shall be posted in
970 each building.

971
972 Reduction in Force and Recall

973
974 The Board of Directors shall determine the educational program and services for
975 the Adna School District No. 226, based upon the educational goals of the District and
976 the financial resources available for the following school year. Prior to May 1 of each
977 year, the Board shall as accurately as possible determine present financial status and
978 enrollment and projected financial status and enrollment for the following year. All cash
979 reserves will be planned for use excepting an amount equal to one month's expenditure
980 (average) of the projected general fund budget.

981
982 In the event that funds projected for the following year are not sufficient, and the
983 Board determines that the necessity exists to effect a reduction in staff for the ensuing
984 fiscal year, the following procedures will be utilized. These procedures shall apply to all
985 certificated employees of the District except the superintendent and those employees
986 excluded from the Association bargaining unit.

- 987
988 A. General requirements will be determined by the superintendent on
989 the following basis:
990
991 1. The funds available for the implementation of the instructional
992 program determined by the Board.
993
994 2. The positions fundable and needed to operate the educational
995 program determined by the Board.
996
997 3. A determination, of which, if any, staff members will not be

998 returning to the District in the following school year by reason of
999 retirement, family transfer, resignation, leave, discharge for
1000 cause or nonrenewal for cause, will then be taken into account in
1001 determining whether additional reduction in certificated staff will
1002 be necessary.
1003

1004 B. Certificated staff to be retained by the District will be determined by
1005 the following criteria which shall be applied in the order in which it is
1006 listed.

1007 1. Certification: A teacher shall possess an appropriate, valid
1008 Washington State certificate for the particular grade level and/or
1009 subject area being taught.
1010

1011 2. Preparation: A person must have the equivalent of a major or
1012 minor or be working toward a declared major or minor in the
1013 particular field in which the majority of his/her teaching time is
1014 devoted for a secondary position. At least seven quarter hours of
1015 college credit in the field of elementary reading, language arts
1016 (elementary), or children's literature, and at least one college
1017 course in at least three of the following areas: elementary
1018 mathematics, elementary science, elementary health,
1019 elementary social studies, elementary art, elementary music and
1020 physical education for a teaching position in the primary or
1021 intermediate grades. The requirements of college preparation
1022 shall be waived for any certified employee in a secondary
1023 position if he/she has taught in the particular field for the past
1024 three years, and for a certificated employee in the elementary
1025 area, if he/she has taught in an elementary position for the past
1026 three years.
1027

1028 3. Length of service: When more than one person qualified for a
1029 particular position under the criteria listed above, the teacher
1030 who has the greatest length of service as a teacher based on the
1031 criteria used by the District in determining placement on the
1032 salary schedule shall be given the position. If this be equal
1033 between two or more employees then the following will
1034 determine who shall be retained:

1035 a. Length of service in Washington
1036
1037 b. Length of service in Adna
1038
1039 c. Number of credits/clock hours earned beyond a B.A. as of October
1040 1 of the current year.
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4. Background: The ability of the employee to (1) handle classes in several programs or departments, (2) handle extra-curricular activities in addition to their teaching assignments.
5. If, after application of all the above, two or more employees are still qualified for a particular position, then retention will be determined by lottery drawing.

C. Recall

All certified personnel not retained as a result of layoff shall be placed in an employment pool for one year for possible recall. Employment pool personnel shall be given first opportunity to fill any position which becomes available for which they are qualified on the same basis as in section B, above.

It shall be the responsibility of each employee placed in the employment pool to notify the Board or its designee in writing between January 1 and January 31, of the period during which the employee is placed in the pool, if such employee wishes to remain in the employment pool for the balance of the one year period. If such notification is not received, the name of any such employee may be dropped from the employment pool.

When an opening occurs for which persons in the employment pool qualify, notification from the Board to such individual shall be by certified mail or by personal delivery. Such individual shall have five (5) calendar days from the receipt of the written offer to accept the position. If an individual fails to accept the position offered, such individual shall be dropped from the employment pool. The District shall utilize employment pool personnel as substitutes on a first priority basis to the extent they are available and qualified.

D. Emergency Action

In the event that procedures provided in this section have not been completed prior to May 8, the District may, nevertheless, in order to meet statutory requirements, notify those employees it deems necessary that they may be non-renewed and/or adversely affected in contract status pursuant to law. However, before final action or any non-renewal under this reduction in force is taken, other than initial notice of possible or probable non-renewal, the procedures provided in this section shall be followed.

SECTION 7. GRIEVANCE PROCEDURE

In the event that a certificated employee or the Association claims there has been a violation or misinterpretation of a provision which forms part of this collective

1086 bargaining agreement; excepting teacher evaluation, the following steps may be taken by
1087 said employee: (A grievant may be a teacher, teachers, or the Association.)
1088

- 1089 1. The grievant shall first discuss the claim of violation of the
1090 agreement with his/her building principal. If the alleged problem is
1091 not resolved the following formal procedure will be followed.
1092
- 1093 2. Formal procedure for resolving alleged violations or
1094 misinterpretations of the collective bargaining agreement.
 - 1095 a. During each step of the formal procedure the grievance must be
1096 reduced to writing. The written statement must contain the
1097 following:
 - 1098 1. The specific section of the collective bargaining agreement
1099 allegedly violated.
 - 1100 2. When this alleged violation occurred.
 - 1101 3. In what way there has been a violation, misinterpretation or
1102 misapplication of this agreement.
 - 1103 4. The results of the previous step in the grievance procedure
1104 and why such results were unsatisfactory.
 - 1105 5. The name or names of the aggrieved person or persons, or
1106 the Association, the manner in which they have been injured
1107 and the proposed remedy or remedies for resolution of the
1108 grievance.
 - 1109 b. No grievance shall be entertained or processed unless it is filed
1110 within the time limits set forth herein.
 - 1111 c. The grievant instituting formal grievance procedures will first
1112 again try to seek resolution with the principal. The written
1113 grievance shall be submitted to the principal within fourteen
1114 calendar days after the facts upon which the grievance was
1115 based become known to the grievant. Within seven (7) calendar
1116 days of the receipt of the written grievance, the principal shall
1117 meet again with the grievant in an effort to resolve the grievance.
1118 The principal shall then indicate his/her disposition of the
1119 grievance in writing within seven (7) calendar days.
 - 1120 d. If the grievance is still not resolved, the grievant must submit
1121 his/her grievance to the superintendent in writing within fourteen
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(14) calendar days after the receipt of the written reply from the principal. The superintendent shall review the grievance, arrange for necessary discussions, and give a written answer to the grievant no later than fourteen (14) calendar days after receipt of the written grievance.

- e. Grievances not settled in paragraph (2d) above may be appealed to the School Board at their next regular meeting provided:
 - 1. Written notice of a request for such appeal is made to the Board Clerk within fourteen (14) calendar days upon receipt of the answer in paragraph (2d), above.
 - 2. The issue must involve the interpretation or meaning of a specific provision(s) of the Agreement.
 - 3. Within fourteen (14) calendar days the Board shall indicate their disposition of the grievance in writing to the grievant.
- 3. Grievances regarding teacher evaluation are not included in this procedure.
- 4. If the alleged grievance is not resolved at the final step above in paragraph (2e), the grievant may, but not later than five (5) calendar days after the written decision of the Board, request in writing that the Association submit the alleged grievance to arbitration. If the Association, through its governing counsel, determines that the grievance will be submitted to arbitration, the Association, after written notice to the superintendent, and within ten (10) calendar days after receipt of the Board's determination, may request that the grievance be submitted to arbitration. The arbitrator shall be selected jointly by the two parties from the American Arbitration Association register in accord with its rules, which rules shall likewise govern the arbitration proceeding. The decision of the arbitrator shall be final and binding on both parties. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be paid by the loser.
- 5. Authority by Arbitrator Any issue of procedural arbitrability will be resolved prior to and separate from arbitration on the merits of the grievance. Any issue of substance arbitrability will be resolved in Lewis County Superior Court. In addition:

- 1173 a. The arbitrator shall have no power to add to, subtract from,
1174 disregard or modify the terms and provisions of this agreement.
1175
1176 b. The arbitrator shall have no power or authority to make any
1177 decision which requires the commission to an act prohibited by
1178 law.
1179
1180 6. Time Limit Extension Time limits provided in this procedure may be
1181 extended by mutual agreement when signed by both parties.
1182

1183 SECTION 8. SALARY AND RELATED DOCUMENTS. See Appendix A
1184

1185 SECTION 9. EVALUATION. See Appendix C.
1186

1187 SECTION 10. WAIVER PROCEDURES
1188

1189 A school may under the Adna School District Long Range Improvement Plan or
1190 under School Board approved projects submitted through the Learning Improvement
1191 Teams, request that the District and Association waive requirements of the Collective
1192 Bargaining Agreement, and Board Policies if there is a conflict between the terms of the
1193 contract or policies and the proposed projects. Such waiver is subject to the following:
1194

- 1195 A. The request must be for the purpose of program
1196 improvement/student learning.
1197
1198 B. The projects/programs must be developed by teachers, parents,
1199 support staff, administration and students (where appropriate).
1200
1201 C. The request must include:
1202 1. Reference to the specific provision of the Agreement requested to
1203 be waived;
1204 2. Rationale attesting to the need for the waiver;
1205 3. Timelines (if applicable);
1206 4. Costs (if applicable);
1207 5. Effect of waiver on other areas of the Agreement.
1208
1209 D. The waiver request must be submitted to the Superintendent or
1210 Designee and the Association concurrently, and will be granted
1211 only if both the District and Association agree.
1212

1213 Board policy waivers should be submitted to the Board for consideration using the
1214 normal process for submitting business items to the Board.
1215
1216

ARTICLE IV
BUILDING BUDGET COMMITTEE

SECTION 1. BUILDING BUDGET COMMITTEE

There shall be established in each school building a budget committee. Each department at the high school, or each individual teacher or grade level at the elementary school will prepare a budget request which will be submitted to a building budget committee for review of budget categories, 5 thru 9 as they relate to the specific school budget. A committee is to be formed at each building and is to consist of: a) at the elementary school: 1 teacher from preK-1; 1 teacher from 2-3; and 1 teacher from 4-5; and the principal. b) at the secondary school: 2 teachers from the middle school; 2 teachers from the high school representing "academic classes;" 2 certificated staff from the high school representing "other classes;" and the principal. The budget committee shall establish priorities and allocations within the building budget. The purpose of the committee which will meet at least quarterly and on an as needed basis will be to review the individual and/or department requests and make any adjustments needed in order to meet the dollars available to the building. Each site administrator/principal will submit a budget request for his/her building within a timeline determined by the District. The District shall grant a sum of money exclusive of grants which may be procured by each site, to each building in the District based on reasonable budget requests and dollars available as determined by the District.

Section 8. SALARY

Prior to any changes (advancement) in the certificated salary columns there must be legal substantiation by written documentation acceptable to the State of Washington and in the form of official college and/or university transcripts approved by the district and on file in the district office.

Experience and educational increments shall be paid to those employees who have earned additional credits and/or experience for advancement on the salary schedule effective September 1, or each year. (Notification of “new” credits to be in the district office prior to October 1, of each year.)

“Clock Hours” as defined by state regulations will be accepted in the manner so noted in the WAC rules and regulations.

See attached salary schedule.

CALENDAR/WORK YEAR/SALARY SCHEDULE

The District shall use the AEA negotiated salary schedule and appropriate Washington State rules governing placement on that schedule in determining the 2020-21 and 2021-22 salary for a one hundred eighty (180) day base contract for continuing contract employees. Teachers identified as receiving a grandfathered salary will be listed separately on the salary schedule. See APPENDIX A

National Board Certification

Teachers who have completed National Board Certification will receive a \$400.00 district stipend over and above any stipend provided by the state.

Safety Training

Two hours of comp-time will be given upon the completion of annual SafeSchools training.

District will provide FirstAid/CPR training to all employees.

Professional Development Fund

The District will make available a \$400 Professional Fund for each teacher to use for substitute costs and/or for reimbursement for instructional materials, workshops, conference fees, tuition, membership in on-required professional education organizations. Request for reimbursement must be received at the district office within 30 days of purchase and before August 15th. Upon request, the district will provide the use of the district credit card for all items listed with the exception of hotel reservations. Individuals will be required to physically come to the district office to personally purchase the items and complete all paperwork necessary.

2020-22 K–12 Salary Allocation Schedule for Certificated Instructional Staff

The following schedule is used to determine teacher salary allocations for certificated instructional staff based on a 180 day contract.

Questions regarding individual employee compensation should be directed to the local school district personnel or payroll office.

Years of Service	BA+0	BA+45	BA+90	MA	MA+45	MA+90 or PhD
0	\$46,788	\$46,788	\$48,993	\$52,300	\$54,505	\$56,710
1	\$46,788	\$46,788	\$50,096	\$53,403	\$55,608	\$57,812
2	\$47,891	\$47,891	\$51,198	\$54,505	\$56,710	\$58,915
3	\$48,993	\$48,993	\$52,300	\$55,608	\$57,812	\$60,017
4	\$50,032	\$50,096	\$52,300	\$56,710	\$58,915	\$61,120
5	\$51,198	\$51,198	\$53,403	\$57,812	\$60,017	\$62,222
6	\$51,198	\$52,300	\$54,505	\$58,915	\$61,120	\$63,324
7	\$51,198	\$53,403	\$55,608	\$60,017	\$62,222	\$64,427
8	\$51,198	\$54,505	\$58,915	\$61,120	\$63,324	\$65,529
9	\$51,198	\$55,608	\$60,017	\$62,222	\$64,427	\$66,632
10	\$51,198	\$56,710	\$61,120	\$66,632	\$69,939	\$72,144
11	\$51,198	\$57,812	\$62,222	\$67,734	\$71,041	\$73,246
12	\$51,198	\$58,915	\$63,324	\$68,836	\$72,144	\$74,348
13	\$51,198	\$58,915	\$64,427	\$69,939	\$73,246	\$75,451
14	\$51,198	\$58,915	\$65,529	\$71,041	\$74,348	\$76,553
15	\$51,198	\$58,915	\$67,734	\$72,144	\$75,451	\$77,656
16	\$51,198	\$58,915	\$67,734	\$75,451	\$78,758	\$80,963
17	\$51,198	\$58,915	\$67,734	\$75,451	\$79,860	\$82,065
18	\$51,198	\$58,915	\$67,734	\$75,451	\$80,963	\$83,168
19	\$51,198	\$58,915	\$67,734	\$75,451	\$82,065	\$84,270
20	\$51,198	\$58,915	\$67,734	\$75,451	\$82,065	\$85,372
21	\$51,198	\$58,915	\$67,734	\$75,451	\$82,065	\$86,475
22+	\$51,198	\$58,915	\$67,734	\$75,451	\$82,065	\$87,577
Grandfathered Staff:		(at 1.0 FTE ratio)				
Teacher A		\$69,939				
Teacher B		\$73,246				

As used in this subsection, the column headings “BA+(N)” refer to the number of credits earned since receiving the baccalaureate degree.

For credits earned after the baccalaureate degree but before the masters degree, any credits in excess of forty-five credits may be counted after the masters degree. Thus, as used in this subsection, the column headings “MA+(N)” refer to the total of:

- (i) Credits earned since receiving the masters degree; and
- (ii) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the masters degree.

For the purposes of this section:

- (a) “BA” means a baccalaureate degree.
- (b) “MA” means a masters degree.
- (c) “PHD” means a doctorate degree.
- (d) “Years of service” shall be calculated under the same rules adopted by the superintendent of public instruction.
- (e) “Credits” means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A.415.020 and RCW 28A.415.023.

No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation allocations under the state salary allocation schedule and LEAP documents referenced in this act, or any replacement schedules and documents, unless: (a) The employee has a masters degree; or (b) The credits were used in generating state salary allocations before January 1, 1992.

The salary allocation schedules established in this section are for allocation purposes only except as provided in RCW 28A.400.200(2). (Source: Engrossed Substitute Senate Bill 6052, Sec. 503 (June 2015).

APPENDIX B

CO-CURRICULAR CONTRACTS INCLUDED IN CONTRACT

1. Employees have the option of selecting monthly payments or a lump sum at the end of the culmination of the activity.
2. Any employee who has been paid monthly and does not fulfill the obligations of the co-curricular contract before leaving the district will have the amount paid deducted from his last paycheck.
3. Schedule to stop at step five. The district will provide the same equivalent increase as provided to non-included positions effective September 1999.
4. Co-Curricular Activities continuance will be dependent upon available M & O funds and will be determined before the end of each school year.
5. Outdoor Education – No more than two teachers and/or staff who participated in this educational program may be entitled to a stipend under this schedule if the employee(s) participate at a time beyond the normal working day. The dollar amount in this category is a total (pool) of money. If more than one employee participates, the amount of reasonable dollars to be distributed would be decided by the principal and the staff member(s) involved, but at no time would the dollars paid out exceed the total amount established.

Adna School District
 Co-curricular Salary Schedule
 Included Positions (Required Teacher Certification)

Experience	0	1	2	3	4	5
Band Activities Director Increments: \$75	3,943	4,018	4,093	4,168	4,243	4,318
Yearbook/Photographer Increments: \$50	3,150	3,200	3,250	3,300	3,350	3,400
Outdoor Education Increments: \$50	2,120	2,170	2,220	2,270	2,320	2,370

EVALUATION

The District and AEA agree to evaluate all certificated classroom teachers from across all school buildings using the criteria stipulated in ESSB6696 under the following conditions:

Preamble-

An evaluation system for teachers per RCW 28A.405.110 has the following elements, goals, and objectives:

1. An evaluation system must be meaningful, helpful, and objective;
2. An evaluation system must encourage improvements in teaching skills, techniques and abilities by identifying areas needing improvement;
3. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize and encourage superior teaching performance; and
4. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.

The purposes of evaluations per WAC 392-191-025 of certificated classroom teachers and certificated support personnel shall be at a minimum:

1. To identify in consultation with classroom teacher and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person need to improve his or her performance.
2. To assist classroom teachers and certificated support personnel, who have identified areas needing improvement, in making those improvements.
3. To identify classroom teachers or certificated support personnel whose professional performance is unsatisfactory and for whom remediation is needed.

Section 10.1 Evaluation Periods

10.1.1 New employees shall be observed in the performance of their work assignment (classroom teaching or similar assignment) for the purpose of evaluation at least two (2) times during the first year of employment. The first observation and evaluation shall be made within the first ninety (90) calendar days of employment. The second shall be made before May 15th of each school year. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.

A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and shall be provided with a written evaluation at least once per year. Such evaluation shall be completed prior to May 15th of each school year and the total observation time for the school year shall not be less than ninety (90) minutes.

All other employees shall be formally observed for the purpose of evaluation at least twice per year and shall be provided with a written evaluation at least once per year. Such evaluation shall be completed prior to May 15th of each school year.

Total observation time for each employee for each school year shall be not less than sixty (60) minutes.

Each of the described observation shall be made by the principal or his or her designee. Following each observation, or series of observations the evaluator shall promptly, within 10 working days, document the results of the observation in writing, and shall provide the teacher with a copy thereof within three days after such report is prepared.

10.1.2 Each employee within thirty (30) days of his/her employment or within thirty (30) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation form to be used and shall be apprised of the specific criteria upon which he/she will be evaluated.

10.1.3 Each classroom teacher shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance.

10.1.4 No comments or assessments resulting from a patron complaint shall be part of the evaluation of an employee unless the staff member has been offered the opportunity to meet with the patron, the supervising administrator has investigated the allegations as to fact and the employee has been afforded the time to respond orally or in writing.

10.1.5 Teachers maybe assigned to classes other than in their areas of endorsement. If teachers are so assigned, such teachers shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

10.1.6 Should the employee desire, he/she may attach written comments to the written evaluation, provided they are received by the evaluator within seven (7) days of the evaluative conference.

10.1.7 Files pertaining to an employee kept by supervisory personnel, shall be purged at the end of each contract year unless forwarded to the employee's personnel file at the district office.

Section 10.2 Procedures for Evaluation of Classroom Teachers

10.2.1 The evaluative criteria must contain as a minimum the criteria established by the superintendent of public instruction. These criteria shall be revised upon any revisions made by OSPI. The minimum criteria shall include:

1. Centering instruction on high expectations for student 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 the school community; and
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

10.2.2 The evaluation shall include an assessment of the criterion using the instructional framework rubrics and the Superintendent of Public Instructions Student Growth Rubrics. More than one measure of student growth data must be used.

10.2.3 A four-level rating system shall be used to evaluate the certificated classroom teacher. The summative performance ratings shall be as follows:

- a. Level 1 – Unsatisfactory
- b. Level 2 – Basic
- c. Level 3 – Proficient
- d. Level 4 – Distinguished

The Superintendent of Public Instruction may amend/revise these ratings, and the revised ratings shall be adopted by the district.

10.2.4 A Classroom teacher shall receive one of the four summative performance ratings for each of the minimum criteria in 10.2.1 of the Article and one of the four summative performance ratings for the evaluation as a whole, which shall be the comprehensive summative evaluation performance rating.

10.2.5 The following categories of classroom teachers shall receive an annual comprehensive summative evaluation:

- a. Classroom teachers who are provisional employees under RCW 28A.405.220;
- b. Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year;
- c. All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

Section 10.3 Focused Evaluation Procedure

In years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation rating of level 3 or above in the previous school year are required to complete a focused evaluation.

- a. One of the eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
- b. The selected criteria must be approved by the teacher's evaluator and may have been identified in the previous comprehensive summative evaluation as benefiting from additional attention.
- c. The evaluation must include an assessment of the criterion using the instruction framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
- d. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3,6,or 8 is selected, evaluators will use those student growth rubrics. If criterion 1,2,4,5, or 7 is selected, evaluators will use either criterion 3 or 6 student growth rubrics.
- e. The summative score is determined through the scoring of the instructional and student growth rubrics for the criterion selected.

f. A group of teachers may focus on the same evaluation criteria and share professional growth activities.

The comprehensive evaluation process shall be followed at least once every four years.

The focused evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory, or as probable cause for the non-renewal of an employee's contract.

Either the employee or the supervisor may choose to use the comprehensive evaluation process in any given school year. When the focused evaluation is used, the following statement shall be typed on the evaluation/observation form used and initialed by the employee and supervisor.

Section 10.4 Student Growth Data

10.4.1 Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers as directed, required and defined by the Office of the Superintendent of Public Instruction. As used in this subsection, "student growth" means the change in student achievement between two points in time.

10.4.2 The evaluator's determination of proficiency level ratings must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools.

10.4.3 Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.

10.4.4 An overall student growth score shall be generated for each teacher following the rules and procedures issued by the OSPI and as they may be revised from time to time. Ratings will be "low", "average" or "high" as defined by OSPI.

- a. The evaluations of teachers with a preliminary rating of unsatisfactory and a high student growth rating will be reviewed by the evaluator's supervisor.
- b. Teachers with a preliminary rating of distinguished with an average or high student growth rating will receive an overall distinguished rating and will be formally recognized and/or rewarded.
- c. A classroom teacher with a preliminary evaluation rating of Distinguished with a Low student growth rating will receive an overall summative Proficient rating.

10.4.5 Certificated classroom teachers with a low student growth rating will engage in a student growth inquiry pursuant to WAC 392-191A-100. Within two months of the teacher receiving the low student growth score of at the beginning of the following school year, whichever is later, one of more of the following must be initiated by the evaluator:

- a. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices and/or,
- b. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which curriculum, standards, and assessment are aligned and/or;
- c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations and/or;
- d. Create and implement a professional development plan to address student growth areas.

Section 10.5 Probationary Guidelines

10.5.1 At any time after October 15th, an employee whose work is judged unsatisfactory based on the district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. During the period of probation, the employee shall not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignments contemplated by either the individual or the school district. A probationary period of sixty school days shall be established.

Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2.

The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:

- a. Level 1; or
- b. Level 2, if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience, and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year period.

During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and to make a written evaluation of the progress, if any made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

- a. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.
- b. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

10.5.2 The establishment of probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.

10.5.3 The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.

10.5.4 If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affect the effectiveness of the plan or the ability to evaluate the probationer's performance.

The probationer may be removed from probation if he/she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program.

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer shall constitute grounds for finding probable cause.

10.5.5 If the employee has failed to make the necessary improvement as detailed in the prior written notice, non-renewal may be considered.

- a. If such improvement has not taken place, the superintendent may make a determination of probable cause for non-renewal of contract.
- b. Such cause is limited to matters identified in connection with the probationary procedures and notice.
- c. If probable cause for non-renewal action is found, the employee has ten (10) days after receiving written notice of probable cause to request a hearing.

10.5.6 If a hearing is requested, the following procedures are applicable:

- a. An agreed-upon hearing officer shall be jointly appointed by nominees of the school board and the employee. In case of a dispute, the presiding judge of the superior court in the county in which the district is located will appoint a hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar association.
- b. The employee is entitled to all of the pre-hearing discovery methods available in superior court, e.g., subpoenas, depositions, etc.
- c. The hearing officer presides at the hearing and rules as to the admissibility of evidence under the same rules applicable in superior court.
- d. The final decision shall be determined by the presiding hearing officer.
- e. Any final decision shall be based solely upon the cause stated in the probable cause notice and established by a preponderance of the evidence at the hearing.

Section 10.6 Notice of Discharge, Removal from Assignment

10.6.1 When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten days of completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

10.6.2 Immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings specified in 10.2.3 of the section, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

Section 10.7 Exceptions

The above procedures are not applicable to a “provisional employee,” which term is defined in RCW 28A.405.220. Employees are provisional during the first three years of employment in the district, unless: (a) The employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to non-renewal of employment contract pursuant to this section during the first year of employment with the new district; or (b) the employee has received an evaluation rating below level 2 on the four-level rating system during the third year of employment, in which case the employee shall remain subject to the non-renewal of the employment contract until the employee receives a level 2 rating; or (c) the school district superintendent may make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment by the district. Such employees must be evaluated in the same manner as the other certificated employees and are entitled to notice of non-renewal of contract by May 15th. Provisional employees are not, however, entitled to a board hearing or to a court appeal.

Section 10.8 Evaluation Report Forms

All employees’ evaluations shall be made on an electronic Eval System or the district’s Evaluation Report forms (draft samples attached).

ADNA SCHOOL DISTRICT
 Certificated Personnel
 ANNUAL TEACHER EVALUATION REPORT

Name: _____
 School(s): _____
 Assignment: _____
 (if less than full-time, specify)

Check One: Comprehensive _____
Focused _____

It is my judgment, based upon adopted criteria that this bargaining unit member's overall performance has been _____ Unsatisfactory _____ Basic _____ Proficient _____ Distinguished during the evaluation period covered in this report.

 Evaluator's Signature Title
 Date

This evaluation is based upon informal observations and formal observations, which occurred on the dates and for the durations indicated below:

Date(s) _____ From _____ To _____
 Date(s) _____ From _____ To _____
 Date(s) _____ From _____ To _____

CRITERIA:

- Centering instruction on high expectations for student achievement.
- Demonstrating effective teaching practices.
- Recognizing individual student learning needs and developing strategies to address those needs.
- Providing clear and intentional focus on subject matter content and curriculum.
- Fostering and managing a safe, positive learning environment.
- Using multiple student data elements to modify instruction and improve student learning.
- Communicating and collaborating with parents and the school community.
- Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

PURPOSE OF EVALUATION:

- To assess the performance of the bargaining unit member.
 - When appropriate, identify specific training needs and areas of improvement of the bargaining unit member.
 - To establish a basis for Distinguished, Proficient, Basic or Unsatisfactory status of the bargaining unit member's overall performance.
- * "The focused evaluation procedure will be used for the _____ school year."

 Teacher's Initials Evaluator's Initials

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

_____ DATE

BARGAINING UNIT MEMBER SIGNATURE

ADNA SCHOOL DISTRICT
Annual Teacher Evaluation Report

Comprehensive Form _____

Focused Form _____

Name _____

School _____ Assignment _____

(If less than fulltime, specify)

Evaluator _____

Date(s) and Duration of
Observation(s) _____

Criterion Rating

____ Unsatisfactory (8-14) ____ Basic (15-21) ____ Proficient (22-28) ____ Distinguished (29-32)

Student Growth Impact

____ Low (5-12) ____ Average (13-17) ____ High (18-20)

Overall Performance

____ Unsatisfactory ____ Basic ____ Proficient ____ Distinguished

____ **1. CENTERING INSTRUCTION ON HIGH EXPECTATIONS FOR STUDENT ACHIEVEMENT.**

Performance Indicators

- ____ P1: Connection to standards, broader purpose and transferable skill
- ____ P4: Communication learning target(s)
- ____ P5: Success criteria and performance task(s)
- ____ SE3: Work of high cognitive demand
- ____ CEC3: Discussion, collaboration and accountability

Comments:

____ **2. DEMONSTRATING EFFECTIVE TEACHING PRACTICES.**

Performance Indicators

- ____ SE1: Quality of questioning
- ____ SE5: Expectation, support and opportunity for participation and meaning making
- ____ SE6: Student Engagement: Substance of student talk
- ____ CP6: Scaffolds the task
- ____ CP7: Gradual release of responsibility

Comments:

_____ **3. RECOGNIZING INDIVIDUAL STUDENT LEARNING NEEDS AND DEVELOPING STRATEGIES TO ADDRESS THOSE NEEDS.**

Performance Indicators

- ____ P3: Connection to standards, broader purpose and transferable skill
- ____ SE2: Ownership of work
- ____ SE4: Strategies that capitalize on learning needs of students
- ____ CP5 Differentiated instruction
- ____ A6: Teacher use of formative assessment data

_____ **3.1 Recognizing individual student learning needs and developing strategies to address those needs.**

- ____ 3.1: Establish Student Growth Goal(s)
- ____ 3.2: Achievement of Student Growth Goal(s)

Comments:

_____ **4. PROVIDING CLEAR AND INTENTIONAL FOCUS ON SUBJECT MATTER CONTENT AND CURRICULUM.**

Performance Indicators

- ____ P2: Connection to previous and future lessons
- ____ CP1: Alignment of instructional materials and tasks
- ____ CP2: Discipline-specific conceptual understanding
- ____ CP3: Pedagogical content knowledge
- ____ CP4: Teacher knowledge of content

Comments:

_____ **5. FOSTERING AND MANAGING A SAFE, POSITIVE LEARNING ENVIRONMENT.**

Performance Indicators

- ____ CEC1: Arrangement of classroom
- ____ CEC2: Accessibility and use of materials
- ____ CEC4: Use of learning time
- ____ CEC5: Managing student behavior
- ____ CEC6: Student Status
- ____ CEC7: Norms for learning

Comments:

_____ **6. USING MULTIPLE STUDENT DATA ELEMENTS TO MODIFY INSTRUCTION AND IMPROVE STUDENT LEARNING.**

Performance Indicators

- ____ A1: Self-assessment of learning connected to the success criteria
- ____ A2: Demonstration of learning
- ____ A3: Formative assessment opportunities
- ____ A4: Collection systems for formative assessment
- ____ A5: Student use of assessment data

_____ **6.1 Using multiple student data elements to modify instruction and improve student learning.**

(Student Growth Cycle)

- ____ 6.1 Establish Student Growth Goals(s)
- ____ 6.2 Achievement of Student Growth Goals

Comments:

_____ **7. COMMUNICATING AND COLLABORATING WITH PARENTS AND THE SCHOOL COMMUNITY.**

Performance Indicators

- ____ PCC3: Parents and guardians
- ____ PCC4: Communication with the school community about student progress

Comments:

_____ **8. EXHIBITING COLLABORATIVE AND COLLEGIAL PRACTICES FOCUSED ON IMPROVING INSTRUCTIONAL PRACTICE AND STUDENT LEARNING.**

Performance Indicators

- ____ PCC1: Collaboration with peers and administrators to improve student learning
- ____ PCC2: Professional and collegial relationships
- ____ PCC5: Supports school, district, and state curriculum, policy and initiatives
- ____ PCC6: Ethics and advocacy

Exhibiting collaborative collegial practices focused on improving instructional practice and student learning.

8.1: Establish student growth goals, implement and monitor growth.

Comments:

General Comments:

ADNA SCHOOL DISTRICT #226

Certificated Classroom Teacher

Focused Evaluation

**FOCUSED EVALUATION IS MEANT FOR PROFICIENT AND DISTINGUISHED
EDUCATORS AND ITS
PURPOSE IS TO SUPPORT PROFESSIONAL GROWTH.**

- If a non-provisional teacher has received a “satisfactory” on his/her last four evaluations, or a “proficient” or “distinguished” once they have transitioned to the new system, the teacher is eligible for a focused evaluation three out of every four years. Focused evaluations will use the same form as the comprehensive evaluation form.
- One of the eight criteria must be assessed in every year that a comprehensive is not required.
- The final criterion score will be considered the final summative score.
- Focused evaluation option 1: The focused evaluation will include the student growth rubrics of the selected criterion 3, 6, or 8. Evaluators will use the accompanying student growth rubrics.
- Focused evaluation option 2: The focused evaluation will include selected criterion 1,2,4,5, or 7. Evaluators will use criterion 3 or 6 student growth rubrics.

While there is no student growth impact rating, a rating of “1” on any student growth rubric row triggers a student growth inquiry.

ADNA SCHOOL DISTRICT
Focused Evaluation Report

Name _____ Focused

School _____ Assignment

Evaluator _____

(If less than fulltime, specify)

Date(s) and Duration of Observation(s)

Area of Focus

- _____ 1. Centering instruction on High Expectation
- _____ 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 the school
- _____ 8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning

Student Growth Criterion

- _____ 3.1
- _____ 6.1
- _____ 8.1

Criterion Rating

_____ Unsatisfactory _____ Basic _____ Proficient _____ Distinguished

Student Growth Impact

_____ Low _____ Average _____ High

Overall Performance

_____ Unsatisfactory _____ Basic _____ Proficient _____ Distinguished

Comments

ADNA SCHOOL DISTRICT #206

EDUCATIONAL STAFF ASSOCIATE EVALUATION FORM

NAME _____ DATE _____

PLEASE REVIEW EACH OF THE CRITERIA. COMMENT ON EACH AND SELECT ONE OF THE RATINGS.

Ratings are:

- 1 Unsatisfactory
- 2 Basic
- 3 Proficient
- 4 Distinguished

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD 1 2
3 4

The ESA staff member demonstrates a depth and breadth of theory and content in his/her

specialized field. He/she demonstrates an understanding of and knowledge about common school education, and demonstrates the ability to integrate the area of specialty into the school environment.

- Plans implements balanced and comprehensive counseling program that includes: Educational planning, career guidance, college guidance responsive services, that address the personal and educational needs of Adna School District students.

2. SPECIALIZED SKILLS 1 2
3 4

The ESA staff member demonstrates competency (knowledge and skill) in designing and

providing specialized services.

- Coordinate testing programs, communicating and interpreting results with students parents, staff and administration.
- Communicate with other institutions regarding student records and programs
- Assist in student orientation
- Coordinate with local community agencies to provide students needed services
- Become the point of contact for use of the schools electronic student records system (skyward) and its interface with the state's Cedars data base
- Work closely with local community and state colleges assisting students with post secondary plans
- Assist in development of master schedule

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT 1 2
3 4

The ESA staff member demonstrates competency (knowledge and skill) in organizing the elements

necessary to deliver specialized services.

- Completes guidance- related reports and other required data in a timely manner
- Maintain confidential records as required
- Maintain and update accurate student records and transcripts
- Work closely with staff in special programs
- Manage students with 504 plans.
- Monitor and communicate student progress towards meeting state and local graduation requirements

4. PROFESSIONAL PREPARATION AND SCHOLARSHIP 1 2
 3 4

The ESA staff member demonstrates awareness of his/her limitations and strengths and demonstrates

 continued professional growth.

5. INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, AND STAFF 1 2
 3 4

The ESA staff member develops and maintains effective relationships with other staff, students, parents

 and the community.

- Work closely with teaching staff communicating student information in a timely manner
- Confer and counsel with parents and teachers to increase understanding and student success
- Assist staff parents and students in the interpretation of state test results.

6. OTHER COMMENTS

Summary Score _____/20

Rating Scale:

- 18-20 Distinguished
- 14-17 Proficient
- 11-13 Basic
- < 11 Unsatisfactory

This Educational Staff Associate was observed on the following dates:

1. _____

2. _____

I have seen this evaluation with explanation and I have discussed it with my supervisor. My signature does not imply agreement with the evaluation.

Education Staff Associate _____

Supervisor _____

Date of Conference _____

Original to: Personnel file
 Copy to: Staff Associate
 Supervisor
 Superintendent

TERMS OF AGREEMENT

- A. This contract shall be effective as of September 1, 2020, and shall continue in effect through August 31, 2022.

- B. This contract is made and entered into on the 21st day of August by and between the Adna School District Board of Directors and the Adna Education Association.

For the Adna School
District Board of Directors:

For the Adna Education Association:

Date

Date