

LCEA/LCSD

NEGOTIATED AGREEMENT

FOR

2017 - 2018

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PREAMBLE

This Agreement is entered into this 1st day of September, 2017 by and between the La Center School District Number 101, County of Clark, Washington, hereinafter referred to as the “District” and the La Center Education Association, hereinafter referred to as the “Association”. The signatories shall be the sole parties to this Agreement.

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

The term “Agreement” shall mean this contract.

The term “Association” shall mean the La Center Education Association, and shall not include the Washington Education Association or the National Education Association.

The term “Board” shall mean the Board of Directors of La Center School District Number 101.

The term “District” shall mean the La Center School District Number 101.

The term “WEA” shall mean the Washington Education Association.

The term “NEA” shall mean the National Education Association.

The term “teacher” or “certificated personnel” shall refer to employees represented by the Association in the bargaining unit as defined in Article I - Section 1.

The term “days” shall mean calendar days unless otherwise specifically defined in this Agreement.

The term “Act” shall mean the Educational Employment Relations Act, Chapter 288, Laws of 1975, First Extraordinary Session, RCW 41.59 as amended as applied to Educational Employees.

The term “Commission” shall refer to the Public Employee Relations Commission (PERC).

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

WITNESSETH

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - ADMINISTRATION

Section 1: RECOGNITION

1.1 Bargaining Unit

The La Center School District recognizes the La Center Education Association as the exclusive bargaining representative for all certificated employees under contract or on leave to the District, pursuant to Chapter 41.59 RCW. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative.

Excluded from the bargaining unit shall be the Superintendent, central office administrators, building principals, assistant building principals or any supervisor who shall in their normal duties perform a preponderance of the following: Having authority in the interest of the District to hire, assign, promote, transfer, lay off, recall, suspend, discipline, or discharge other certificated employees, or to adjust their grievances, or to recommend effectively such action.

1.2 Management Rights

The parties agree that the District and the Board have and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, activities of the employees in accordance with such policy or procedures as from time to time may be adopted or approved pursuant to RCW 41.59 and other laws and state regulations, and in accordance with the terms of this Agreement.

Section 2: STATUS OF AGREEMENT

2.1 Priority and Order

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

2.2 Ratification and Mutual Consent

This Agreement shall be ratified by the Association and then the Board. It shall be signed by authorized representatives thereof, and may be amended or modified during its term only with mutual consent of the parties.

It shall become effective in accordance with the Duration Clause herein.

2.3 Compliance of Agreement

If any individual certificated employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

Section 3: CONFORMITY TO LAW

3.1 Governance

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington.

3.2 Renegotiation

If any provision of this Agreement or any application of the Agreement to any teacher or groups of teachers covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

Section 4: DISTRIBUTION OF AGREEMENT

4.1 Production Responsibilities

Prior to general distribution and not later than fifteen (15) days after ratification by both parties, the District and the Association shall sit down together and proofread the Agreement. It shall be the responsibility of the District to produce the Agreement. The Association and the District shall be responsible for accurate wording. No later than five (5) days following proofreading, all corrections will be made, and the Agreement will be delivered to the Association. Any errors discovered after distribution shall be corrected within five (5) days after either party finds the error and notifies the other party of such error.

4.2 Printing Responsibilities

It shall be the responsibility of the Association to have 120 copies of the Agreement printed and bound. Reasonable costs for the printing and binding of the Agreement shall be shared equally by the Association and the District. The cost of all copies requested beyond the above shall be paid by the requesting party.

4.3 Distribution Responsibilities

The Association shall receive one copy for each certificated staff employee plus twenty (20) additional copies. The Association shall be wholly responsible for the distribution of this Agreement to its members.

4.4 Availability to Applicants

The District shall have available a copy of the Agreement in the Personnel Office for all teacher candidates to review.

4.5 Distribution of Signed Copies

Both the District and the Association shall receive one copy of the Agreement signed by all parties involved in the negotiations and approvals thereof.

Section 5: AGREEMENT ADMINISTRATION

Requests for amendments or modifications must be in writing, must include a copy of proposed changes, and must refer to the specific article(s) and section(s) to be discussed. A reasonable amount of time must be allowed for the other party to consider the proposed changes and respond in the negative or affirmative to the request to reopen negotiations.

ARTICLE II – BUSINESS

Section 1: DUES, DEDUCTIONS, REPRESENTATION FEES

1.1 Authorization and Notification

On or before August 25 of each school year, the Association shall give written notice to the District of: a) the dollar amount of individual dues and fees of the Association including the National Education Association and the Washington Education Association, which dues and fees are to be deducted in the coming school year under payroll deductions, and b) if necessary, the name of the designated charitable organization. The total for these deductions shall not be subject to change during the school year.

1.2 Payments and Confirmations

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Teachers who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the teacher is employed. The District agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. A duplicate list may, upon request of the Association, be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the District may, upon request of the Association, notify the Association of any changes in said list due to teachers entering the employ of the District.

The Association agrees to reimburse any teacher from whose pay excess dues and/or representation fees were deducted, provided the Association or its affiliate actually received the excessive amount.

1.3 Allowable Deductions

1.3.A Membership Deductions

Within ten (10) days of their commencement of employment, teachers who do not currently have deductions for dues and fees made by the District may sign and deliver to the District an Assignment of Wages Form which Form shall authorize deduction of membership dues and fees of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the teacher, and received between August 15 and September 15 preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with the names of those teachers who have joined the Association and paid its dues and fees by means other than through payroll deduction.

1.3.B Representation Fee Deductions

In the event that any teacher fails to sign and deliver an Assignment of Wages Form as described herein or has not revoked previous dues and/or fee deductions, the District agrees to deduct from the salary of such teacher a representation fee in an amount equal to membership dues and fees; provided, however, that teachers who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the District in the same fashion as membership deductions as provided for in this Article. The District agrees to provide to the Association each month a list of teachers on behalf of whom representation fee deductions have been made.

1.3.C Charitable Organization Deductions

Any teacher claiming a bona fide religious objection shall notify the Association and the District of such objection in writing within ten (10) days of commencement of employment. Pending determination of any bona fide religious objection, the District agrees to deduct from the salary of the teacher claiming such objection an amount equivalent to the Association dues and fees; provided, however, that said monies shall not be transmitted until such time as the District is notified that a final determination pursuant to the act has been made. In the event that it is finally determined that the teacher does not have a bona fide religious objection, the District agrees to promptly remit to the Association all monies being held.

In the event that a teacher has been determined to have a bona fide religious objection to the payment of representation fee or agency shop fee, said teacher shall pay an equivalent amount of money to a charitable organization mutually agreed upon by the employee affected and PERC. If mutual agreement is not reached between the parties within ten (10) days, the Commission shall designate the charitable organization. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said teacher may sign and deliver to the District an Assignment of Wages Form which shall authorize the deduction of an amount equal to the dues and fees of the Association including the National Education Association and

the Washington Education Association and payment in installments as herein above provided, including any deductions made but not previously transmitted to said designated charitable organization. The District agrees to provide the Association each month a list of teachers on behalf of whom such charitable deductions have been made.

Section 2: ASSOCIATION RIGHTS

2.1 Rights to Join and Support the La Center Education Association

As a duly elected body exercising governmental power under the State of Washington, the Board shall not directly or indirectly discourage or deprive any bargaining unit members of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States.

2.2 Facility Access

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and that their presence is made known to the Superintendent.

The Association shall have the right to use District buildings to hold meetings and to transact Association business. The Association may conduct one meeting per month on school District time.

2.3 Equipment Use

The Association may use school facilities and equipment, including but not limited to computers, document cameras, copy machines, calculators, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay only for the actual cost of materials and supplies incident to such use and other reasonable charges for maintenance.

2.4 Membership Communication

The Association may utilize bulletin Boards, at least one of which shall be provided in each faculty lounge of each school in the District, or place of reasonable access to teachers in the event faculty lounges are not in existence in a given school.

2.5 Access to Public Information

The District shall make available to the Association all public information concerning the District.

2.6 New Employee Orientation

Prior to their first day of work, new employees shall be given an opportunity for orientation by the Association.

2.7 Released Time

The parties agree that negotiations or grievance hearings will be scheduled after normal school hours, whenever possible. If Association representatives are mutually scheduled with the District's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay and a substitute will be provided, if required, at District expense.

ARTICLE III - PERSONNEL

Section 1. RIGHT TO DUE PROCESS

1.1 Constitutional and Legal Protections

All certificated employees shall have the right of full due process under the 1st and 14th Amendments of the United States Constitution. District actions which may lead to dismissal, adverse effect, or non-renewal of a certificated employee's contract shall be in strict accordance with Washington law.

1.2 Confidentiality

No certificated employee shall be reprimanded or warned of individual delinquencies or infractions except in private.

1.3 Association Representation

Whenever an employee is questioned by a District supervisor for the specific purpose of seeking information which may be used as the basis of a dismissal or nonrenewal action, the employee shall be entitled to request and to have a representative of the Association or legal representative present at such meeting with the principal or supervisor.

A request for representation in the due process described in this Section shall be in writing and shall specify the nature of the representation (legal or Association). The principal or supervisor shall have the right to have representation at any due process conferences.

1.4 Notification in Writing

All information forming the basis for any reprimand or warning about any infraction of rules or delinquency in professional performance or any notification regarding serious professional deficiencies or infractions of District rules, regulations or procedures shall be made available in writing to the employee and upon approval and/or request of the employee, to the Association.

1.5 Progressive Discipline

The District agrees to the process of progressive discipline, including but not limited to, oral warning, reprimand, suspension with pay prior to the due process hearing, suspension without pay after the due process hearing, and non-renewal or discharge as a final and last resort. If the teacher does not request a due process hearing, suspension without pay or non-renewal or discharge may become effective immediately.

However, nothing in this Agreement shall hinder the immediate removal of a teacher with pay from the classroom if such teacher exhibits behavior that may be a threat and/or have an adverse effect upon the immediate health and/or welfare of the students, associates, and others.

1.6 Retention of Materials

No evaluative material shall remain in a teacher's file for more than three years from the date of entry.

All information forming the basis or rebuttal for a reprimand, warning, discipline, or adverse effect shall be limited to matters and events occurring during the last three years.

Section 2: INDIVIDUAL TEACHER CONTRACT

2.1 Contract Issuance and Acceptance

The District shall provide each teacher with a written contract by June 1 for the ensuing school year. Each teacher will sign and return the contract to the District for signature. The District will place one copy in the employee's personnel file and return a second copy to the employee.

2.2 Release from Contract

A teacher under contract shall be released from the obligations of the contract upon request under the following conditions:

2.2.A A teacher under contract shall be released from obligations of the contract upon request if a resignation letter is submitted to the Superintendent's office prior to June 15.

2.2.B Upon submittal of a resignation letter, a teacher may be released from the obligations of the contract after June 15 and up to three weeks before the start of school provided a satisfactory replacement can be obtained.

2.2.C A teacher may be released from the obligations of the contract at any time the Board accepts a resignation.

Section 3: LAYOFF AND RECALL

3.1 Determining Staff Reductions

The following procedures and criteria shall be implemented if layoff becomes necessary.

This procedure shall apply equally to all certificated employees of the District except the chief administrative officer (Superintendent) and those employees excluded from the Association bargaining unit by law. In the event other policies, rules and regulations of the District are found to be in conflict with this procedure, this procedure shall be controlling. This shall not prevent other bargaining units similar procedures as provided by law, except that in no way shall any agreement lessen or modify the protections under this section.

The necessity for and the extent of the staff reduction will be determined by the Board of Directors upon the recommendation of the Superintendent. The following, in the order listed, may be the major factors considered in determining the educational program or service to be provided and the certificated employees who will be employed to provide the educational program or service.

- 3.1.A The Association may give recommendations on staff reduction to the Superintendent and shall be informed of all decisions made by the Board on staff reductions.
- 3.1.B In making a recommendation on the education program or service to be provided by the District, the Superintendent may consult with the certified staff and administration and shall give consideration to the following factors:
 - 3.1.B.1 The needs of the students.
 - 3.1.B.1.a Requirements for graduation.
 - 3.1.B.1.b Requirements for accreditation.
 - 3.1.B.2 The funds available for the implementation of the educational programs or supportive services.
 - 3.1.B.3 The curriculum offerings based on the material developed under 3.1.B.1.a and 3.1.B.1.b.
 - 3.1.B.4 The positions needed to operate the educational programs and/or supportive services.
- 3.1.C The Superintendent, in consultation with the Association, shall seek out, contract, apply for, and negotiate for financial assistance from all known sources, and any reports furnished the Board will also be provided to the Association. If an educational program or service in the District is to be reduced, modified, or eliminated, the Superintendent shall develop a list of certificated employees to be recommended to the Board for retention by the District to fill the positions needed to operate the educational program or supportive service. The following criteria should be applied in the order listed in developing the list of certificated

employees. Both the role of teaching experience and of academic training are recognized in placing certificated staff on the list.

- 3.1.C.1 All teachers will be listed from the most senior teacher in experience to the least senior teacher in experience, using these criteria:
 - 3.1.C.1.a Total teaching experience.
 - 3.1.C.1.b In case of a tie of total experience, the teacher with the most in-state experience shall retain seniority.
 - 3.1.C.1.c In case of a tie in in-state experience, the teacher with the most in-District experience shall retain seniority.
 - 3.1.C.1.d In case of a tie of in-District experience, the teacher with the most academic credits on file with the District on January 1 of the current school year shall retain seniority.
 - 3.1.C.1.e In case of a tie in credits, a drawing of names by a third party outside the District shall be conducted in the presence of representatives of the Board and the interested parties. Those affected by the drawing may be present. The first name drawn shall have seniority.
- 3.1.C.2 Each teacher shall be listed in order of experience and shall also be listed with the following information:
 - 3.1.C.2.a Level of certificate.
 - 3.1.C.2.b Areas of endorsement.
 - 3.1.C.2.c All special certificates held.

3.2 Annual Posting and Distribution of RIF Lists

By March 1 of each school year, the District will publish and distribute to all teachers and the Association a list ranking teachers as outlined in Section 3.1.C.1 and Section 3.1.C.2. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the Superintendent and the Association objections to the ranking order. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, it shall be done in writing, and the individual and the Association will be provided with copies thereof.

A list which shall include all corrections, deletions, and additions of personnel shall be provided to the Association by April 15 of each year.

3.3 Layoff Procedures

In the event it becomes necessary to lay off teachers, the following procedures will be implemented:

- 3.3.A The District shall allow all employees who so choose, upon written application, a leave of absence for the ensuing school year. Further, any certificated employee taking such leave shall be re-employed at the end of the ensuing school year at the same or comparable position and/or level, and with no loss of rights, benefits or seniority which would normally have accrued to the employee had the employee been employed during the school year. Should revenue not be available to re-employ said individual, this layoff and recall agreement shall be applied to those individuals previously on leave in accordance with its application to all other staff members.
- 3.3.B Once the Board has established the projected budget for the following year and defined the money available for teacher salaries and benefits, the reductions can be balanced against the teachers most junior on the list until the number of teachers retained is within budgetary limits.
- 3.3.C The Superintendent shall endeavor to maintain as complete an educational program as possible, using the teachers retained in 3.3.B. However, if it is found that no teacher retained in 3.3.B is qualified by experience or certificate, as defined in step 3.1.C.2, to teach a continuing program in the school system, the most senior teacher not retained in 3.3.B who is qualified shall be retained, and shall replace the least senior teacher retained in 3.3.B.
- 3.3.D All teachers not to be retained by the District for the coming year will be notified in writing of the decision of the Board no later than May 15 of the current teaching year.
- 3.3.E Individual teachers not assigned to a teaching position will be notified of layoff in accordance with aforementioned provisions of this article and will be recalled as requirements permit.
- 3.3.F For one (1) year laid-off teachers shall retain the right to District group insurance plans in which they were enrolled prior to being laid off, providing the teacher pays the District the cost of said insurance.

It is understood and agreed that teachers laid off pursuant to the terms hereof will not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year. Each laid-off teacher shall have seniority until he/she submits written resignation or fails to accept a position pursuant to the Recall Procedure in Section 3.4.

3.4 Certificated Staff Recall Procedure

3.4.A Recall Priorities

In the event that additional students enroll in the District or additional revenues become available, or a vacancy occurs, the Board shall first recall all teachers in the Association who have been laid off before the Board employs or assigns any additional personnel to fill teaching assignments. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position (last out, first in) as long as the teacher meets requirements in 3.1.C.2 and provided that where teaching assignments require any special certification by state regulations, such assignments shall be filled by the next most senior teachers currently holding such special certificates.

Teachers who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting or rejecting any part-time teaching position that may exist without jeopardizing their recall status for any full-time position which may become available later.

Teachers who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time teacher with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all teachers (full and part-time) with greater seniority.

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at the last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher.

Any teacher so notified shall respond within five (5) calendar days from receipt of said notice, whether the teacher accepts or rejects the position. If a teacher rejects a position which he or she is certificated to teach, and such position is offered consistent with the aforementioned provisions of this Article, the teacher shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

3.4.B Layoff Benefits

All positions of substitute teachers shall be offered to teachers on recall, before any other person is offered such a position. Pay shall be at current substitute rates.

All benefits to which a teacher was entitled at the time of the layoff, including unused accumulated sick leave, will be restored to the teacher upon return to active employment and the teacher will be placed on the proper step of the salary

schedule for the teacher's current position according to the teacher's experience and education.

Section 4: EMPLOYEE RIGHTS

4.1 Full Rights Under the Law

The District shall not discriminate against a teacher based upon the private and personal life and/or political activity or lack thereof unless the duties, responsibilities, and effectiveness as a teacher while carrying out official duties are affected.

The District and the Association agree not to discriminate against any teacher in the application of the Agreement because of Association membership and/or activity or lack thereof. Pursuant to the Act, the District hereby agrees that every teacher as herein defined shall have the opportunity to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted legal activities of the Association.

Section 5: PERSONNEL FILES

5.1 Right to Inspect

Teachers and former teachers shall, upon request, have the right to inspect all contents of their permanent District personnel file which shall be kept in the District Personnel Office. Upon request, a copy of any documents contained therein, except as restricted by placement centers, shall be afforded the teacher at the teacher's expense. No secret, duplicate, alternate, or other personnel file shall be kept in the District. A separate file for processed grievances shall be kept apart from the teacher's personnel file. The teacher may inspect only those grievances pertaining to him/her.

Any derogatory material not shown to and signed by the teacher within ten (10) school days after receipt or composition, shall not be placed in the personnel file or allowed as evidence in any grievance or disciplinary action against such teacher. Should an individual refuse to sign any document, a written notice shall be attached to the document speaking to the teacher's refusal, with such notice forwarded to the Association, to the individual, and the Superintendent. Signature on a document does not necessarily indicate agreement with its content.

Upon request by the teacher, the proper administrator and teacher shall initial all sheets, documents, evaluations, etc. If desired, an inventory to verify contents of the permanent personnel file at the time of inspection by said teacher shall be made.

Copies of formal evaluations, professional references, and academic records may be forwarded by the administration from the personnel file only upon written request from the teacher.

5.2 Right to be Accompanied by Representative

The teacher may have one person present at any review in addition to the custodian of the file or authorized administrator.

Section 6. EMPLOYEE PROTECTION

6.1 Coverage in Accordance with the Law

The District shall maintain liability insurance at least at the level prescribed by statutes. This insurance policy shall not contain a subrogation clause.

6.2 Employee Assault Coverage

Any case of assault upon teachers while acting within the scope of their employment shall be promptly reported to the District. The District will furnish the employee legal counsel and other assistance which may be required in handling the incident by law enforcement and judicial authorities when such incident occurs when said teacher is acting within the scope of his employment. The District shall furnish the Association with full information on the liability insurance policies in force.

Section 7: VACANCIES AND TRANSFERS

7.1 General Provisions

To assure that pupils are taught by teachers working within their areas of competence, teachers shall be assigned in accordance with the regulations of the State Board of Education. The Administration will endeavor to notify teachers in writing no later than the close of the school year of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments and special assignments.

7.2 Posting of all Vacancies and Transfers

All vacancies and new positions shall be reported to the Association, posted on the District website and e-mailed to all certificated staff. Postings shall remain open for at least five business days, but may be posted internally and externally simultaneously.

7.3 Voluntary Transfers

The intent of this section is to facilitate transfers within the District prior to advertising vacancies to out-of-District applicants. Prior to March 1, teachers wishing a change in assignment may apply in writing for a change in assignment. Letters of request are to be submitted to the District office. As vacancies occur for the following school year, teachers who have requests on file will be given first consideration for filling them. By the end of the in-District posting period a teacher interested in a vacancy must notify the building administrator. All interested teachers will be interviewed.

7.4 Involuntary Transfers

The District maintains the right to assign staff to positions for which they are qualified. When involuntary staff transfers are made, the District will advise the employee as far in advance as practical of the transfer. Teachers assigned to positions involuntarily will be given opportunities to be reassigned in subsequent years via the Voluntary Transfer procedure in Section 7.3 above.

Section 8: TEACHER WORKDAY

8.1 Length of Work Day

The total length of the work day shall not exceed seven and one-half working hours. Teachers shall make every effort to be in their classroom fifteen (15) minutes before the school day begins and fifteen (15) minutes after the school day ends. Teachers who must leave the building during the work day will notify the building principal or designee prior to departure.

8.2 Unassigned Planning Time

All teachers shall be supported in their efforts to design instruction, assess student work and complete other preparation activities needed to provide high quality instruction for students through the allocation of unassigned planning time during the work day (exclusive of lunch period or time spent before or after the student school day).

Teachers in grades 6 through 12 shall have one period of unassigned planning time equal in length to one regular instructional period. Teachers in grades K through 5 shall have a comparable amount of unassigned planning time equal to the average unassigned planning time of 6-12 faculty. This will include no less than 200 minutes average per week through the release of students to specialist teachers in music, physical education, library, or other areas of study or student learning. Recess time will be considered as unassigned planning time in grades where recess is provided to students. However, it is agreed that 50% of recess time on average is used by teachers to provide extra needed support for student learning, and, therefore, will not be counted as unassigned planning time. If the District cannot create a comparable amount of planning time, then time will be made up in the following way:

Because facility constraints may create an imbalance of time for staff in grades K-5 compared to staff in grades 6-12, the following action is approved to remediate the imbalance if necessary:

1. The District will compensate staff in grades K-5 for fifteen (15) hours at per diem rate.

It is also agreed that the goal will be to create a contiguous block of unassigned planning time for each teacher in order to provide the most effective planning time possible.

8.3 Loss of Unassigned Planning Time

A teacher's absence of two (2) or more periods shall require the placement of a certificated substitute except in cases of emergency. K-5 classroom teachers or other faculty members may be asked to stay with their classes in cases where specialist teachers are absent and appropriate and qualified substitutes cannot be obtained. Teachers having to give up unassigned planning

time to fill in any absence by a certificated staff member when no substitute is available shall be paid at the hourly wage of the base teacher salary beginning with the first loss of unassigned planning time. Teacher's convenience will be considered when making such replacements. Teacher's unassigned planning times will not be used in lieu of hiring a full time substitute.

8.4 Planning Time in Special Situations

Any faculty teaching a zero hour class shall have unassigned planning time equal in length to other teachers within their assigned building and if possible scheduled as consecutive minutes. Teachers of music, art, physical education, and laboratory sciences, librarians, communication disorders specialists, reading consultants, visiting teachers, counselors, and all special programs teachers shall be provided with unassigned planning time to the same extent as other teachers in their building.

Each specialist teacher will have on file in the principal's office one week minimum emergency lesson plans for substitutes.

8.5 Traveling Teachers

Teachers traveling between schools to instruct classes will be allocated 15 minutes per required trip for travel and set up, exclusive of preparation time. If scheduling cannot accommodate the above, the District will reimburse the affected teacher at their per diem rate based upon the seven-hour collective bargaining contract day for any minutes required and approved by the Superintendent to travel during collective contract provided planning time.

When K-5 classes are scheduled with a specialist, five minutes will be allocated for teacher travel, and this time will not be calculated as part of unassigned planning time.

8.6 Duty Free Lunch

All teachers shall have a duty-free lunch period of not less than thirty (30) minutes per day, not including passing time to the class following lunch.

A teacher shall be permitted to leave the work site during the lunch period. A teacher shall notify the principal or designee upon departure and return.

8.7 Leaving Before the End of the Teacher Work Day

Teachers will make their best effort to schedule medical and dental appointments, professional meetings, and personal business matters outside of the work day. Notice will be given to the building principal or designee before leaving school at the close of the student day for the purpose of travel to the above activities.

A teacher may be permitted to leave school immediately following the student day in order to attend regularly scheduled classes providing that s/he has consulted with the building principal and that the principal has agreed that attendance at such classes warrants the teacher's leaving.

After clearing with the principal, teachers will be allowed to leave the job site immediately after school on any day which begins a holiday period, or on any day in which they are required to return to a scheduled District meeting or event.

Subject to consultation with the building principal and provision being made for the safety and welfare of the students, a teacher may be able to leave the work site before the end of the student day when there exists an emergency situation which requires the teacher's presence.

8.8 Faculty Meetings

Building principals in consultation with teachers shall establish a regular schedule for staff meetings. Such meetings shall not last more than 30 minutes beyond the regular teacher work day. Principals shall have the prerogative to call emergency meetings at any time.

Section 9: TEACHER WORK YEAR

9.1 Length of Contract Year

Teachers are employed under contract for a school year. All teachers are expected to prepare for, conduct, evaluate and summarize instruction for students preceding, during and following the student school year. The District expects certificated staff to acquire, maintain, and enhance their teaching qualifications and certification requirements. Staff is also expected to know and follow the faculty handbook procedures. The basic contract for all continuing certificated employees will be for 180 days.

9.2 Additional Contracted Days

Twenty-five (25) additional contracted days will be paid at per diem rate and will be paid out in twelve (12) equal payments. These additional contracted days (beyond the 180 day student year) will include seven (7) days to be worked, as well as eighteen (18) days "deemed done" and are designated as follows:

- 9.2.A Two (2) teacher work days prior to the first day of school: on-site preparation of classroom/instructional environment.
- 9.2.B Two (2) District-directed work days prior to the first day of school: both days will be used for "welcome back" and professional development activities as deemed appropriate by the District.
- 9.2.C One District-directed professional development day on the October state in-service day.
- 9.2.D One mid-year work day: For evaluating and recording of student progress reports for parents and mid-year grade reports; and

9.2.E One (1) end-of-year teacher work day: For evaluating and recording of student progress reports for parents and mid-year or end of year grade reports, and meeting/consultation with other faculty to plan and/or prepare presentation of programs, and the closing of classrooms at the end of the year.

9.2.F Eighteen (18) “TRP” days will be provided to certificated staff in consideration of work “deemed done.”

Section 10: ADMINISTRATION SUPPORT OF TEACHERS REGARDING DISCIPLINE

10.1 District Expectations

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. It is the responsibility of each employee to maintain discipline within the classroom or work station. Such discipline shall be consistent with applicable federal and state laws and District regulations and policies. Each building’s disciplinary procedures will be arrived at through cooperative efforts of the administration, staff, parents, and students with the recommended policy and procedures submitted to the Board for final approval.

10.2 Disciplinary Procedure

Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher’s immediate supervision may be excluded by the teacher from the individual classroom and instructional or activity areas for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first. Provided, that the teacher shall have first followed the District progressive discipline policy. Provided further, the teacher shall first advise the student to the extent necessary to provide the student procedural due process law. Prior to the student being readmitted to class, the employee will be informed about the resolution of the problem.

10.3 Administrative Support

The Board, Superintendent, and principals shall support and uphold teachers in their efforts to maintain discipline in the District, and shall give prompt response to all teachers’ requests regarding discipline problems. Further, the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the District.

Section 11: JOB SHARING

The District and the Association recognize the benefits that can result from job sharing. A job sharing assignment is a sharing of one full-time regular position between two persons. The prospective job sharers will submit their request in writing to the Superintendent. The job sharers shall sign a job sharing agreement to be developed by the District and teachers involved. The agreement will identify contingencies that may arise during the course of employment, such

as but not limited to, the absence or resignation of one of the job sharers and the responsibilities to participate in staff meetings and on committees. The following conditions shall apply:

- 11.1 The employees involved in a job share will split the insurance benefits, not to exceed 1.0 FTE.
- 11.2 Teachers will earn experience increments based on their full time equivalency of service for that year as per Washington State Rules and Regulations.

Teachers shall receive substitute pay for all additional time worked for the School District.

ARTICLE IV – SALARIES AND BENEFITS

Section 1: TEACHER’S PAY SCHEDULE

1.1 Definition of Salary Schedule

All certificated personnel covered by this Agreement, regardless of field or level taught, will be placed on the teachers’ salary schedule. The State Allocation Model will be the teachers’ salary schedule.

1.2 Provisions Governing Schedule Placement

The LEAP rules will be used for all salary schedule placements.

1.2A Placement of beginning teachers

A beginning teacher shall be placed on the salary schedule according to the degree earned and subsequent credit as defined in Section 1.2.C.

1.2.B Incremental Index

Increments for experience and education will be in accordance with the index shown on the salary schedule. The BA plus 135 column is only applicable for credits earned prior to December 31, 1992.

1.2.C Education Credit

1.2.C.1 College Credits

College credits for advancement on the salary schedule shall be accepted from four-year degree-granting institutions and shall be from classes of a 400 or higher designation related to education and/or the vocational teaching area of the teacher. Teachers may also advance on

the salary schedule by earning college credits through approved in-service training as defined by state law. Credit may be given for courses taken at community colleges. All educational credits from community colleges and all courses under the 400 level are subject to District approval before the classes are taken.

1.2.C.2 Educational Training Credits

Credit for educational training shall be given automatically when evidence of such credit is filed with the District. Such evidence shall be in the form of official college transcripts and should be filed with the District's business office no later than September 1. If because of circumstances beyond the control of the teacher, the college transcripts are not available and the District has been advised of the credit by the college or by the teacher in writing, the teacher shall be granted temporary allowance for the credit until confirmed officially by transcript no later than October 1.

1.2.D Experience Credits

Credit will be given for teaching experience according to LEAP.

1.2.E Out-of-state Credit

Teachers hired from out-of-state shall be given the same experience credit as those hired within state or those presently working for the District.

1.3 Tuition Assistance

The District shall provide five-hundred dollars (\$500.00) per teacher each year for tuition assistance for credits as listed in Section 1.2.C above. The employee shall voucher to the District for any incurred expenses up to the amount for professional development. Items which can be vouchered are tuition, clock hour charges, books, conference registrations, and travel and lodging costs, provided the travel is within the state of Washington or a 50-mile radius of the Portland/Vancouver area. Teachers may apply to the Superintendent for an exception to the travel and lodging limitations. Once a course has been approved by administration, the teacher may submit a voucher to the District for tuition assistance. Upon completion of the course, the teacher must submit a grade report with a passing grade. If the teacher does not complete the course or does not complete the course with a passing grade, s/he must reimburse the District for full cost of the voucher. Courses taken for reimbursement must be related to a teacher's field of work and be of graduate level. Undergraduate courses may be approved by the administration. At the teacher's discretion, s/he may carry forward tuition assistance dollars for one year. All tuition assistance dollars not used by staff in this section will be provided to other staff through the tuition assistance pool.

1.4 Unused Tuition Assistance

Unused tuition assistance dollars and/or donated funds from staff tuition assistance dollars will be provided to other teachers through an application process three (3) times a year (Fall, Spring and Summer terms) as additional tuition assistance. This money will be known as tuition assistance pool funds and will be available at the start of each school year to be divided equally for each application term of that school year. Staff applying for these funds will share equally (up to the amount of their request) the funds available for reimbursement for qualifying expenses. The expenses applied for must be from either the prior term or the current term of the request only.

This provision is effective only upon continued voter approval of maintenance and operations levies.

1.5 Limitations to Changes in Placement

After October 1st, no change in salary schedule placement will be made.

Section 2: PAYMENT PROVISIONS

All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks shall be issued on the last teacher working day of each month with the exception of the December paycheck. The December paycheck and/or pay statement shall be mailed to teachers at District expense one day prior to the end of the month.

In the event of a mistake in payment resulting in under or over payment, corrections shall be made as soon as possible.

All compensation owed to a teacher who has resigned or been terminated from the District shall, upon request, be paid following the normal pay schedule or by lump sum at the next regular pay period.

Section 3: PAYROLL DEDUCTIONS

3.1 All salaries are subject to payroll deductions for:

3.1.A State teachers' or state employment retirement systems

3.1.B Withholding tax

3.1.C FICA

3.1.D Absence not provided for by leave: computed at per diem based on teacher's annual salary for each day's absence.

3.1.E Association dues or fees

3.2 The following deductions may be made if authorized by the individual:

3.2.A Additional withholding tax.

3.2.B Approved medical plans.

3.2.C Salary insurance.

3.2.D Tax-sheltered annuities.

3.2.E Payments to savings accounts at banks and credit unions.

3.2.F Other approved insurance programs.

Section 4: INSURANCE, POOLING AND OTHER BENEFITS

4.1 District Contributions to Insurance

The monthly insurance contribution will be increased to the State-provided amount. Beyond the state provided monthly insurance allocation, the District will provide an additional monthly allocation equal to the current year's carve-out amount for each full FTE, provided that amount does not increase more than 10% over the previous year's amount.

Employees less than 1.0 FTE will receive a pro rata share, based on their percentage of FTE, of the maximum contribution.

The monthly contribution from the District may be used to provide basic benefit coverage and optional benefits as per RCW 28A.400.270 and RCW 28A.400.280 and as determined by the Association.

4.2 Availability of Pooling Dollars

Any unused fringe benefit monies shall be accumulated in a pool to be used on a monthly basis to reduce or eliminate payroll deductions for certificated employees for approved medical and dental plans.

Section 5: TRANSPORTATION BENEFIT

5.1 Reimbursement for Travel

Teachers required to use their private automobiles to travel on school business shall be compensated at the current IRS per-mile rate. All teachers who, by nature of their assignment, must travel between schools or are required to make home visits shall also be reimbursed at the current IRS rate.

Section 6: ADDITIONAL REVENUE

In the event the District receives additional funds for purposes of increasing teachers' salaries and/or benefits during the school year, the District shall immediately notify the Association. The Association and District shall, within twenty (20) days, begin negotiations on the distribution of such funds for application to the current salaries and/or benefits for teachers. Individual teacher contracts then shall be amended as soon as possible to reflect any negotiated improvement of salary and/or benefits.

Any program, stipend, salary, or benefit funded partially or fully by local levy funds shall be open for negotiation should the District experience a levy failure during the terms of this agreement. These include:

- Two per diem supplemental days
- The HCA Carve Out Subsidy
- Tuition Reimbursement Fund
- Classroom Materials Allocation
- Stipends for Added Responsibility
- Elementary Prep Time Revision
- Personal Leave Revision

ARTICLE V – LEAVES

Section 1: SICK LEAVE

1.1 Purpose and Accrual

At the beginning of each school year, each teacher shall be credited, in advance, with twelve (12) days of sick leave. Such leave may be used for absences caused by illness, injury, poor health, maternity, quarantine, other disabilities, illness of immediate family members, or emergencies. Each teacher's balance of unused sick leave shall accumulate from year to year, up to a maximum of 180 days. On August 31st of each year any teacher with a balance over 180 days, as determined by multiplying 180 times the number of hours in a full-time-equivalency teacher work day (defined under Article III, Section 8 of this agreement), will have their balance adjusted to 180 days maximum as required by State law. Sick leave will be taken in half or full days.

1.2 Guidelines for Determining Emergencies

In determining an emergency, the following guidelines shall be used:

- 1.2.A The problem must have been suddenly precipitated and be of such nature that pre-planning is not possible or could not relieve the necessity for the staff member's absence.

1.2.B The problem cannot be one of minor importance or mere convenience but must be of a serious nature.

1.2.C Weather conditions for local travel to and from school shall not be considered a valid reason for an emergency unless approved by the Superintendent.

A written application for emergency leave must be submitted to the building principal on the day of return to school following the emergency.

1.3 Absences Related to Employment

Absences due to injuries incurred in the course of the teacher's employment shall be with full pay minus the amount received from Worker's Compensation. That amount paid by the District shall be deducted from accumulated sick leave on a pro-rated basis.

1.4 Reporting of Account Balances

At the end of each calendar year, the District will provide each teacher with an accounting of accumulated sick leave and all transactions concerning that teacher's sick leave days within that time period.

1.5 Transfer of Leave

Upon employment with the District, teachers shall be permitted to bring verified unused sick leave from a previous school District in the state of Washington.

1.6 Guidelines for Use

Sick leave may be used for medical and dental appointments which cannot be scheduled outside of the work day. Teachers are encouraged to make such appointments outside of the work day whenever possible.

1.7 Childbirth (See also Section 2: MATERNITY LEAVE)

In the event of the birth of a child of the employee's recognized domestic partner, two (2) days of sick leave will be allowed at the time of birth.

1.8 Exhaustion of Leave

A teacher who has exhausted sick leave and who is unable to perform regular duties because of personal illness, maternity, or other disability, may, upon request, be granted a leave of absence without pay. A teacher who has been granted leave under this provision may apply to return to service during the period of the leave. Approval by the Superintendent of such a request shall depend upon individual circumstances, with consideration given to the effect upon the educational process.

1.9 Sick Leave Buy-Back

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

1.10 Sick Leave Donation

Any employee may donate sick leave as per state law.

1.11 Sick Leave Pay-Out

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave up to a maximum of 180 days.

For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under the Washington State Teachers Retirement System (WSTRS).

Section 2: MATERNITY AND CHILD-CARE LEAVE

2.1 Maternity Leave

District will grant up to thirty (30) working days of maternity leave with pay (from the employee's accrued sick leave) following the delivery of a child. Requests for maternity leave must be in writing and received by the District at least two months prior to the expected commencement of such a leave. The request for leave shall include a statement concerning the expected date of delivery of the child and an estimate of the period of maternity leave required.

Leave taken beyond the thirtieth working day from date of delivery will be considered child-care leave and will be on an unpaid basis, unless the employee's physician indicates in writing that the maternity disability still exists. In the event that the employee's sick leave is exhausted prior to the completion of the maternity disability, the employee may draw the balance of the money due for the contracted days already worked during the school year.

2.2 Child-Care Leave

A teacher may request an unpaid child-care leave for a period beyond the maternity leave period. Such a request should be made prior to the commencement of the normal maternity leave. The

needs of the individual teacher and the needs of the educational program of the District will be evaluated in determining approval or disapproval of the child-care leave request.

Section 3: ADOPTION LEAVE

Two (2) days of adoption leave with pay from sick leave shall be granted to an employee for court and legal proceedings, home study and evaluations, and home visitations instituted by the adoption agency with the stipulation that the employee make every effort to schedule these proceedings outside of school hours.

Section 4: BEREAVEMENT LEAVE

Two (2) days will be granted with pay for bereavement of a relative with prior approval from the Superintendent. One (1) additional day for a total of three (3) days shall be granted in cases involving bereavement of the immediate family of father, mother, wife, husband, grandparents, father-in-law, mother-in-law, or children of the teacher. Such leave is noncumulative and is to be used during the current school year.

Additional bereavement leave may be granted under special circumstances by the Superintendent. In some cases, the cost of a substitute may be deducted from the employee's pay, if a substitute is secured.

Section 5: JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

Teachers shall make every effort to schedule jury duty on non-teaching days.

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law when such appearance results while acting within the scope of their employment. Leaves with pay shall also be allowed when the subpoena is the result of the employee's performance of their civic duty. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

Section 6: MILITARY LEAVE

In cases where a teacher is inducted into the armed services, Federal laws covering re-employment will be observed.

Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Reserve of the United States shall be granted military leave of absence from their teaching assignment for a period not exceeding fifteen (15) calendar days during each year. The teacher shall receive their normal District pay and there shall be no loss of privileges, vacations, or sick leave to which he/she might otherwise be entitled.

If any compensation is granted, the amount of that compensation shall be deducted from the teacher's regular pay.

Section 7: PERSONAL LEAVE

Employees shall be granted, upon request, two (2) days of leave per school year to conduct personal business. Teachers may also use up to one (1) additional day of sick leave per school year to conduct personal business, for a total of three (3) days. If an employee does not use the first two (2) days of personal leave, s/he will be compensated in July's payroll the per diem cost of a substitute for each personal leave day not used. Staff members requesting to take personal leave shall do so on AESOP at least three (3) days in advance, except in unusual situations where prior notice is not possible. In the latter instance, approval of such leave shall be sought immediately upon return to work.

The District may limit personal leave to not more than ten percent (10%) of the certificated staff on any one day if substitutes are not available. Personal leave may be taken in half-day (subject to availability of 1/2 day subs) or full-day units only. In special circumstances, the Superintendent may agree to approve one (1) additional day of personal leave charged against the employee's sick leave balance for a total of four (4) days.

Section 8: ASSOCIATION LEAVE

Up to twenty (20) days of released time per year shall be available for officers and representatives of the La Center Education Association to conduct business of the Association. Such leaves shall be subject to the following:

- 8.1 These released days shall be with full pay and the Association shall pay the District the cost of a substitute, if one is secured.
- 8.2 Such leaves must be taken in half-day or full-day units.
- 8.3 The Association shall notify the District of released time to be taken as soon as possible, but no later than forty-eight (48) hours prior to the leave.
- 8.4 The District may limit Association leave taken on a given day to four (4) people.

Section 9: RELIGIOUS OBSERVANCE LEAVE

Religious observance days for a teacher whose religious affiliation requires observance of holy days on a day or days when schools are in session may be granted for this purpose. Application to the Superintendent shall describe the holy day or days and shall give evidence attesting to the fact that the teacher's religious affiliation requires observance of this day in such a manner that s/he cannot perform the contracted educational responsibility on that day(s). Such days are to be deducted from the contracted salary at the per diem rate.

Section 10: OTHER LEAVE

Unpaid leaves of absence may be granted by the District for various lengths of time, based on individual circumstances.

Leaves of absence for one (1) year without pay may be granted teachers for the purposes of study, travel, recuperation, child care, adoption, teaching in another school District, working in a professional related field, Association or Association-related business (WEA or NEA), including professional leave. Leaves shall be requested by April 15 with the reason for leave stated in writing. Should the teacher not use the leave for the stated purpose, the leave shall be cancelled and the continuing contract terminated. If the reason for the teacher's leaving changes, the teacher may petition the District in writing to accept the change.

A teacher receiving a leave will receive no salary for the period of absence, but will retain position on the salary schedule in educational increments and teaching experience. If during the leave the employee gains additional experience, then s/he will advance on the salary schedule accordingly. A teacher returning from a leave of absence shall be given the same consideration for returning to their last assignment as if s/he had been employed by the District. The teacher shall indicate to the District by March 15 of intent to return. Upon request by the teacher, such leave may be renewed up to one (1) additional year by Board approval.

Up to 10 per cent (10 %) of the teachers may be granted one (1) year leaves by the Board. If the applicants for such leave exceed ten percent (10 %), Board approval may be denied. Leaves shall be granted based on the order of requests.

ARTICLE VI -- GENERAL WORKING CONDITIONS

Section 1: GOALS

The Board recognizes the following as District goals:

- 1.1 A work area containing adequate equipment and supplies to aid in preparation of instructional materials.
- 1.2 A furnished faculty lounge separate from any work area and equipped with a telephone line and instrument.
- 1.3 A communication system between classrooms and the main office.
- 1.4 Well-lighted and clean restrooms separate for each sex and separate from student restrooms.
- 1.5 A separate and private dining area.

In order to permit freedom of access both during and after regular school hours, all teachers will be given keys to their classrooms, faculty lounge, work areas, including a copy room, and

outside door of their assigned building. Teachers on extra duty contract shall be given all keys necessary to the performance of their assigned duties.

An adequate part of the parking lot at each school will be reserved for teacher parking.

The Board encourages teachers to utilize some form of evaluation from parents and students.

Section 2: MATERIALS FUND

Each year, the District will transfer \$50 per teacher to building budgets which principals will pass through to individual teacher budgets. Teachers shall follow District purchasing procedures by submitting requisitions for principal/supervisor approval. Any unused monies shall return to the building general fund at the end of the school year.

Section 3: ACADEMIC FREEDOM

The teacher will use professional judgment in determining the appropriateness of the material in the curriculum and the maturity of the students. Questionable matters shall be referred to the principal for decision.

In the presentation of all controversial issues, every effort will be made to effect a balance of divergent points of view, and provide opportunity for exploration by students into all sides of the issue.

In discussing controversial issues, a teacher will encourage students to express their own views, assuring that it be done in a manner which gives due respect to the rights and opinions of others. When discussing controversial issues, the teacher will respect positions other than their own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusions regarding controversial issues.

No mechanical or electronic device will be utilized by the District to observe or place under surveillance any certificated employee without their knowledge and consent.

Section 4: CLASSROOM VISITATION

4.1 Guidelines for Visitations

To provide citizens of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- 4.1.A All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, time will be arranged after the principal has conferred with the teacher.

- 4.1.B The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visit whenever possible.
- 4.1.C The terms “citizen” and “visitor” as used in this section are intended to include non-students as well as students from another school District.
- 4.1.D If a dispute arises regarding limitations upon visits:
 - 4.1.D.1 The visitor shall first discuss the matter with the building principal;
 - 4.1.D.2 If the matter is not satisfactorily resolved, the visitor may request a meeting with the Superintendent of schools. The latter shall promptly meet with the visitor, investigate the dispute, and render a written decision which shall be final, subject only to the citizen’s right to raise an issue at an open meeting of the Board of Directors.
- 4.1.E Certificated school District personnel and members of the Board are not required to obtain the approval of the principal to visit a school and/or classroom. Upon consultation with the teacher, they are encouraged to visit classrooms from time to time without interfering with the educational process. Should a dispute arise, item 4.1D above shall be followed.

Section 5: SAFE WORKING CONDITIONS

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. To insure the safety of all students and staff fire alarms audible to all classrooms will be installed. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

Teachers shall make known to the administration, in writing and without delay, any unsafe or hazardous condition that may exist.

Section 6: BUILDING-BASED MANAGEMENT

Recognizing the importance of good communications among all elements of the school District staff, the District and the Association agree to the concept of building-based management. This type of management is understood to mean a close, cooperative working relationship between the building administrator and the certificated and non-certificated staff assigned to the administrator’s building.

The goal of a building-based management program will be to identify areas of strengths and weaknesses within that building environment, to design educational programs to meet building needs, to review and prioritize resources available to the building, to seek support for building programs in terms of funding and policy support from the District, and to provide a vehicle for

maintaining efficiency and effectiveness in building operations. To that end, each building principal will form a school site council to assist in development of the areas listed above.

Within the framework of the District goals, resources, policies, and procedures, building principals and site councils will be given as much discretionary responsibility as possible. Decision making will be placed at the lowest level possible consistent with District-wide needs. With discretionary powers available to buildings, the District will hold building principals and staff accountable for proper and efficient utilization of resources. School site councils will be established not later than September 15, of the school year.

Each school site council will have at least two (2) certificated representatives and at least one classified representative. As appropriate, parent and student input should be sought and utilized.

It is expected that site councils will address such issues as: building budget, staff development, curriculum development, building policies and procedures, and various aspects of student issues. Where decisions have impact on other buildings or the District as a whole, it is expected that a site council will prepare positions for discussions at District level for approval, disapproval, or modification. It is also expected that at least twice each year the building site councils will meet jointly for review of issues impacting on the District as a whole and to consider recommendations for District consideration. No site improvement plan may be designed or implemented that would be contrary or inconsistent with the terms of this collective bargaining agreement or in violation thereof. Although the Board and District administration retain ultimate responsibility for District operations and management, it is anticipated that the building-based management concept will provide shared responsibility for effective and efficient operations of the District. Additionally, it is anticipated that the site councils will provide the vehicles for self-study, self-renewal, goal setting, and goal attainment.

ARTICLE VII – INSTRUCTIONAL ISSUES

Section 1: **CLASS SIZE**

1.1 Procedures Governing Class Size

In order to achieve the goal of reasonable and equitable class enrollment for employees, the following procedures are to be utilized:

- 1.1.A In developing the schedule of classes, teachers, and students, the administration will consider the class size average addressed in the Agreement.
- 1.1.B A review of teacher workload will occur:
 - 1.1.B.1 By October 1 for all buildings.

1.1.B.2 Within two (2) weeks of the beginning of the other scheduled terms at the secondary level.

1.1.B.3 At the request of the involved principals and the teachers.

1.2 CLASS SIZE LIMITATIONS

In accordance with Ends Policy E-1, it is the goal of the District to provide for a supportive learning environment for each student. Insofar as allowed by constraints of physical plant and financial resources, the following teacher workloads shall be considered too large to fulfill the District mission:

1.2.A A kindergarten average in excess of fifty (50) students per teacher, divided by two (2).

1.2.B At grades 1-3, an average in excess of twenty-seven (27) students per teacher.

1.2.C At grades 4-5, an average in excess of twenty-nine (29) students per teacher.

1.2.D At grades 6-12, an average in excess of thirty (30) students per class or 150 students per day.

1.2.E With the exception of those classes listed in the next paragraph, a single classroom in excess of two (2) students over the average as stated above.

1.3 Exceptions to Limitations

Special Education, Chapter 1, vocational, music, and physical education classes are not included in the above average. An average workload of over forty (40) students shall be considered too large for secondary physical education departments.

1.4 Definition of Workload

For purpose of determining workload, “teacher” is defined at the secondary level as a certificated employee whose assignment is classroom instruction, and at the elementary level as being a certificated person, other than librarians, music teachers, reading specialists, Chapter 1 teachers, physical education teachers, and Special Service personnel, whose assignment is classroom instruction.

Students with special needs, such as those identified as medically fragile, needing ELL services, or those on IEPs or 504 plans who are placed in a basic education classroom shall be weighted at 1.25 FTE in recognition of the extra work associated with documentation, meetings, and implementation of appropriate activities related to the student’s special status.

The District recognizes that students with special needs, such as those identified above, require additional support by the classroom teacher. In the event a class or class load contains a

disproportionate number of such students, every effort shall be made to achieve a more equitable balance in classes or class periods. This could occur through the lowering of overall class size, redistribution of special needs students, additional classroom aide support, or other reasonable solutions worked out to create an equitable workload.

The maximum size shall not apply where the staff and administration in a school have planned variations in organization, curriculum and instruction (e.g., team teaching, differentiated staffing). Class size equity between similar classes within buildings shall be a priority for self-contained classrooms.

1.5 Resolution of Overloads

If the review of workload reveals an excessive workload for any certificated employee covered by this Agreement, all parties concerned, including teachers, principals, and other administrators will assist in determining an acceptable means of resolving the matter. The final decision as to the best method of addressing the situation will be the responsibility of the District. Acceptable alternatives to addressing an overload include but are not limited to:

- 1.5.A Transfer students to different classes.
- 1.5.B Start new class.
- 1.5.C Limit the enrollment to the specified number per class.
- 1.5.D Assign daily aide to the involved teacher using a ratio of one-half (1/2) hour per student in excess of the above limits.
- 1.5.E As an alternative to an aide, a teacher may choose to convert aide time at the hourly rate of a beginning aide for the purchase of supplies, materials and/or field trips.
- 1.5.F Shift teaching assignment.
- 1.5.G Assign aide time to support employees with excessive workload.

The District shall adopt a plan of implementation from the above alternatives within ten (10) working days after the overload is identified.

1.6 Additional Special Education Time:

- 1.6.A Certificated special education staff, limited to teachers and psychologists, will have five (5) additional days at per diem to support their work serving students within special education.

- 1.6.B Certificated special education staff, limited to speech and language pathologists (SLP's), will have three additional days at per diem to support their work serving students within special education, specifically speech and language.

Additionally, through collaborative efforts between the SLP's and administration, we will devise a calendar that will provide a week of non-student time approximately every fifth week. This week is designed to provide time for planning, assessments, meetings or intakes as examples. One day within that week may be designated for off-site work.

- 1.6.C Psychologists have two (2) off-site days per month. The calendar will be designed collaboratively between psychologists and administration. The calendar will reflect approximately two (2) days per month that work can be conducted off-site.

1.7 Special Education Caseloads:

The District will make every attempt to maintain reasonable caseloads for all special education employees. The District will attempt to staff the caseloads found in the chart below. If caseloads exceed the overload status, staff members may complete the caseload relief form and review it with their principal and the director of special education to work towards a mutually agreed upon remedy for students.

Upon teacher determination and request, the teacher and principal will conference to determine if additional instructional interventions are needed in each classroom or program. A recommendation will be made by the principal to the director of special education as needed. Determining factors can include: age and number of students in classroom, specific special education needs of students, student health concerns and other items as identified. Final determination of staffing levels will be the responsibility of the Superintendent who will consider the recommendation of the above group.

Potential remedies for case overloads:

- 1.7.A Additional certificated staffing.
- 1.7.B Additional paraprofessional staffing.
- 1.7.C Balancing of class loads.
- 1.7.D Provide support for assessment.
- 1.7.E Revising the daily/weekly staffing schedule.
- 1.7.F Revising the daily/weekly building schedule.
- 1.7.G Substitute release time.

1.7.H Fifty dollars (\$50) per student in overload per month

1.7.I Other

Caseloads in overload are reviewed monthly.

Student Designation	Caseload	Overload Status
Life Skills (1 Student = 2.6 of resource students for mixed classes of resource and life skills)	10	>10
Resource	26	>26
Preschool	12	>12
Psychologist	120	>120
Speech	60	>60

Section 2: CURRICULUM SELECTION

The initial selection of text and supplementary materials will be made by certificated staff members who teach in the curriculum area under study. Selection recommendations shall be forwarded to the Instructional Materials Committee.

ARTICLE VIII – EVALUATION AND PROBATION PROCEDURES

Section 1: EVALUATION PROCEDURE FOR CERTIFICATED STAFF

1.1 Introduction

Classroom teachers and certificated support personnel holding non-administrative positions [herein after collectively referred to as “employee(s)”] shall be evaluated during each school year in accordance with the procedures and criteria set forth herein as outlined under RCW 28A.405.100 and WAC 392-191A.

Before non-renewing a continuing or provisional employee, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies. The efforts shall include:

1. A completed comprehensive evaluation;
2. A specific and reasonable plan designed to assist the employee in making satisfactory progress in improving their performance including benchmarks defining desired performance and indicators of benchmark achievement;
3. A description of the assistance and services the District will provide to the employee to improve their performance;
4. Periodic reports to the employee of the evaluator’s judgement on the employee’s progress toward remediation deficiencies;

5. Written notice to the Association and employee regarding the employee's progress prior to March 1, or thirty (30) calendar days after the employee began work on the plan, whichever is later. (RCW 28A.405.100)

The ultimate goal of the observation or evaluation process should be to improve instruction. To this end, the teacher and observer need to work together to identify particular areas in which the classroom teacher's professional performance is rated at either proficient or higher, as well as any particular areas in which s/he needs to improve in order to increase student achievement.

With this in mind, a two-pathway observation and evaluation process will be used.

1.1.A Applicability

For the purposes of this agreement, classroom teachers and certificated support personnel are defined as follows:

Classroom teachers spend more than fifty (50) percent of the workday providing academically focused instruction and grades for students, and their duties are consistent with the state criteria for teachers and the District's framework and rubrics.

Certificated support personnel shall include, but not be limited to, library media specialists, counselors, psychologists, and speech language pathologists. Certificated support personnel shall be evaluated using the approved evaluation rubrics and summative evaluation forms specific to the knowledge, skills and abilities of their certification.

1.2 General Provisions for Observations and Evaluations

1.2.A Responsibility for Evaluation

The evaluator shall be the principal of a school to which the employee is assigned or an administrative designee. The evaluator shall be designated prior to beginning the process. The administrative organization plan of the school District shall be used to determine lines of responsibility for evaluation of any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process.

1.2.B Evaluation Criteria

All employees shall be evaluated in accordance with the criteria set forth in state law. Evaluations required or permitted hereunder shall be documented on the evaluation report forms provided herein.

1.2.C Required Evaluations

All employees newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) continuous minutes during the first ninety (90) calendar days of their employment period.

All employees, including new employees, shall be evaluated annually according to timelines established in the first paragraph of section 1.4.E.

If an employee is transferred to another position not under the evaluator's jurisdiction, an evaluation shall be made at the time of such transfer.

If the employee resigns or takes a leave of absence during the school year, a final evaluation shall be completed prior to the resignation/leave date whenever possible.

If the administrator contemplates recommending that the employee be placed on probation, an evaluation shall occur at least ten (10) school days prior to placing the employee on probation.

1.2.D Additional Evaluations

In addition to the evaluations required under paragraph 1.2.C. above, principals and other evaluators may make evaluations at any time during the school year. Evaluations may cover individual observations or such periods of time as may be identified in the evaluation report. Only in special cases should the number of evaluations exceed three (3).

1.3 Evaluation Procedures

1.3.A Instructional Framework and Evaluation Rubric

The parties have adopted the evidence based instructional framework: Danielson. The classroom teacher evaluation and student growth rubric utilizing the Danielson instructional framework is included herein. Additional rubrics for applicable certificated staff are available on the website.

1.3.B Comprehensive Evaluation

All eight (8) criteria on the approved framework shall be evaluated. Student growth and all criteria contribute to the summative performance rating. The following employees shall receive a comprehensive evaluation:

- Provisional employees under RCW 28A.405.220
- Employees who received an annual summative performance rating of Level 1 (unsatisfactory) or Level 2 (basic) in the previous school year.
- Employees whose performance rating is Level 1 (unsatisfactory) in any single criterion, provided that the employee is notified on or before December 15.
- Employees who are on probation

- All employees shall receive a comprehensive evaluation at least once every four (4) years.

A comprehensive score cannot be decreased on a focused evaluation.

1.3.C Focused Evaluation

At least one criterion (3, 6, or 8); OR criterion 1, 2, 4, 5, or 7 plus criterion 3 or 6 from the approved framework shall be evaluated. If criterion 3, 6 or 8 is selected, evaluators shall use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, criterion 3 or 6 student growth rubrics shall be used to meet the student growth annual requirement. Beginning in the 2017/2018 school year, employees completing focused evaluations shall be encouraged to select a criterion for evaluation based on a recognized area for professional growth. To this end, the most recent comprehensive summative score shall be the final focused evaluation summative score.

The following employees may receive a focused evaluation, with approval from the evaluator:

- Non-provisional employees who received a summative evaluation performance rating of Level 3 (proficient) or above in the previous school year.
- Employees not required to complete a comprehensive evaluation.

Upon written notification on or before December 15, an employee whose performance rating is Level 1 (Unsatisfactory) in any single criterion may be transferred from a focused evaluation to a comprehensive evaluation.

1.4 Annual Continuous Learning Cycle (5-Step Plan)

Prior to the implementation of the evaluation process, the administrator of each building and/or his designee shall meet with the employee to review and discuss the evaluation procedure and criteria. Each employee will be supplied with a copy of the evaluation procedure.

An employee shall have the right to have a representative of their choice present during an evaluation conference.

1.4.A Employee Self-assessment (Step 1)

Within the first forty-five (45) calendar days of school, each employee shall use the Danielson Rubric and evaluation worksheet to self-assess and determine a performance rating based on evidences of previous performance. First-year employees shall complete Step 1 after the 90-calendar day evaluation.

1.4.B Self-assessment Review and Development of an Annual Learning Plan (Step 2)

Within the first forty-five (45) calendar days of the school year, each employee shall meet with their evaluator to review the self-assessment and to develop a formal written learning plan for the year. (First-year staff shall complete Step 2 after the 90-

calendar day evaluation.) In any criterion where there is a rating difference between the employee and the evaluator, the lower of the two ratings will be used in the development of the annual learning plan.

Final approval of the learning plan for employees receiving a comprehensive evaluation rests solely with the evaluator. Final approval of the learning plan for employees receiving a focused evaluation rests solely with the employee.

1.4.C Implement Plan and Collect Evidence– Observations (Step 3)

All employees receiving a comprehensive evaluation will work in concert with their evaluator and get direct assistance in collecting evidence of progress relative to their specific learning plan objectives.

All employees receiving a comprehensive evaluation shall be observed by their evaluator for a minimum total of ninety (90) minutes as part of the evidence collection process during the annual evaluation cycle. A minimum three (3) informal observations, of at least ten (10) minutes each and one (1) formal observation of at least thirty (30) minutes, shall be conducted. Per subsection 1.2.C above, first-year employees shall be observed for the purpose of evaluation within the first 90 calendar days of the employment period.

All employees receiving focused evaluation will initiate their evidence collection strategy with the support of their evaluator. All employees receiving a focused evaluation shall be observed by their evaluator for a minimum total of sixty (60) minutes as part of the evidence collection process during the annual evaluation cycle. A minimum of three (3) informal observations, of at least ten (10) minutes each, shall be conducted.

1.4.C.1 Formal Observations

Prior to a formal observation, the evaluator and the employee will meet to mutually understand the intent and the goals and objectives of the employee to be observed.

Formal observations (when required) are typically scheduled and must be a minimum of thirty (30) minutes in length. The evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three (3) days after such report is prepared. A scheduled post-conference between the observer and the employee is required.

1.4.C.2 Informal Observations

Informal observations must be a minimum of ten (10) minutes in length and do not require a post conference unless requested by either the observer or the employee.

A written report (hard copy or digital version) of the observation must be given to the employee within two (2) working days of the informal observation. The employee will have up to five (5) working days to request a meeting to discuss the report. If the observer requests a meeting to discuss the observation, it will be included as part of the informal observation report.

Informal observation reports will not become part of the employee's permanent file, but events and activities recorded in these reports may be included in the employee's final evaluation.

1.4.D Mid-year Learning Plan Review with Evaluator (Step 4)

On or before February 15th of each school year, every employee shall meet with their evaluator to review their learning plan. For those who are receiving a comprehensive evaluation, a new rating using the District's evaluation worksheet must be generated using the evidence collected throughout the first half of the school year. Adjustments, if necessary, will be made to the comprehensive evaluation learning plan as determined by the evaluator.

1.4.E End-of-Cycle and Evaluation Reports (Step 5)

All employees receiving a comprehensive evaluation shall have their summative evaluation completed on or before May 1st of each school year. All employees receiving a focused evaluation shall have their summative evaluation completed on or before May 15th of each school year.

The employee shall be provided with a copy of the final summative evaluation report within three (3) days after such report is prepared and a meeting shall be held between the principal or other evaluator and the employee to discuss the report.

The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. If the employee chooses, she/he may attach a rebuttal to the evaluation.

Each evaluation report required under subsections 1.2.C and 1.2.D shall be promptly forwarded to the school District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under subsections 1.2.C and 1.2.D shall not be filed in the employee's personnel file unless either the evaluator or the employee elects to the contrary. If the evaluator elects to include the evaluation in the personnel file, the employee shall receive a copy of the evaluation.

In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of the available supervisory resource persons to observe the employee's performance and make recommendations for improvement. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator shall prepare and deliver such improvement plan to the employee.

Section 2: PROBATION

2.1 Supervisor's Report

At any time after October 15, an employee, with the exception of provisional employees, whose work is judged not satisfactory based on District evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The following comprehensive summative evaluation performance ratings based on the evaluation criteria mean an employee's work is not judged satisfactory:

- Unsatisfactory (Level 1); or
- Basic (Level 2) if the employee is a continuing contract employee under RCW 28A.405.210 with more than five years of 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 time period.

An employee on a continuing contract who has been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out of endorsement assignment.

During the period of probation, the employee may 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 reassignment is contemplated by either the individual or the school District.

2.2 Establishment of Probationary Period

A probationary period of sixty (60) 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 establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300.

The purpose of the probationary period and the giving of the notice to the employee of deficiency shall be by the Superintendent and need not be submitted to the Board of directors for approval.

2.3 Evaluation during the Probationary Period

2.3.A At or about the time of the delivery of a probationary letter, the principal or other evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the Superintendent may authorize one (1) additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving their areas of deficiency. An employee who may be or has been placed on probation shall have the right to have present a representative of the Association at all pre-observation and post-observation conferences if the employee so desires.

2.3.B During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of subsection 1.4.E, paragraph 2 and 3 above shall apply to the documentation of evaluation reports during the probation period. The employee may request observations.

2.3.C The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his or her improvement program.

2.4 Supervisor's Post-Probation Report

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

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

2.4.B That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

2.4.C That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

2.5 Probationary Reassignment

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, 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.

2.6 Action by the Superintendent

Following a review of any report submitted pursuant to paragraph 2.4.C, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A.405.210.

2.6.A Each employee who is issued a written notice of probable cause for probation, nonrenewal or discharge by the Board pursuant to any section of this contract clause shall have ten (10) days following receipt of said notice to file any notice of appeal either directly to the court, pursuant to RCW 28A.405.320, or before the Board pursuant to RCW 28A.405.300, or RCW 28A.405.210, as required by statute.

2.6.B Records of probation shall be maintained in the employee's file for a period not to exceed two (2) years following the satisfactory completion of a probationary period and shall be destroyed at the end of that time period. The employee shall be notified in writing that the records of probation have been destroyed.

2.6.C In the event the Board determines that there is probable cause for discharge or nonrenewal, the Board shall so notify said employee by notice given by the Board as required by statute.

Section 3: NON-RENEWAL OF PROVISIONAL EMPLOYEES

3.1 Determination of Non-Renewal

In the event the Superintendent determines that the employment contract of any provisional employee should not be renewed by the District, such provisional employee shall be notified

thereof in writing on or before May 15, which notification shall state the reason or reasons for such determination. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein. The determination of the Superintendent shall be subject to the evaluation requirements of RCW 28A.405.100.

3.2 Reconsideration of Non-Renewal

Every provisional employee so notified, at his or her request made in writing and filed with the Superintendent within ten days after receiving such notice, shall be given the opportunity to meet informally with the Superintendent for the purpose of requesting the Superintendent to reconsider his or her decision. Such meeting shall be held no later than ten (10) days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three (3) days prior thereto. At such meeting, the provisional employee shall be given the opportunity to refute any facts upon which the Superintendent's determination was based and to make any argument in support of his or her request for reconsideration.

Within ten (10) days following the meeting with the provisional employee, the Superintendent shall either reinstate the provisional employee or shall submit to the school District Board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be non-renewed and stating the reason or reasons therefore. A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the Board of directors. In taking action upon the recommendation of the Superintendent, the Board of directors shall consider any written communication, which the provisional employee may file with the secretary of the Board at any time prior to that meeting.

3.3 Determination of Board of Directors

The Board of directors shall notify the provisional employee in writing of its final decision within ten (10) days following the meeting at which the Superintendent's recommendation was considered. The decision of the Board of directors to non-renew the contract of a provisional employee shall be final and not subject to appeal.

Section 4: ADMINISTRATIVE EVALUATIONS

Recognizing the impact of administrative personnel upon the educational process, the primary purpose of administrative evaluations will be to improve the instructional process and to help the administrator to gain a reasonably clear assessment of competency strengths and weaknesses.

Such evaluations by the teachers shall be completed prior to March 1 and shall be organized and carried out by the building principal.

The resulting evaluations shall be available only to the principal being evaluated. Its only function shall be to improve communication, morale, atmosphere and working relationships between the teachers and principal in their respective buildings.

Section 5: EVALUATION FORMS

The following performance Evaluation Report Forms for Employees are attached* to and made a part of this agreement and shall be the forms used for employee evaluations.

- Formal Observation Record
- Performance Evaluation Record
- TPEP Evaluation Rating Scoring Sheet
- Danielson Instructional Framework (Most current version)

*Forms are located on the District website at www.lacenterschools.org under STAFF/Staff Resources/TPEP Teacher Evaluation Process

Section 6: CERTIFICATED SUPPORT PERSONNEL EVALUATION

Since Article VII – EVALUATION AND PROBATION PROCEDURES, Section 5, Evaluation Forms lists only evaluation forms for teachers, it is hereby agreed that the skills, knowledge and duties evaluation criteria set forth in WAC 392-191-020 *Certificated Support Personnel* and/or WAC 180-78-295 *Specific Knowledge and Skills for ESA School Counselor* shall be the criteria used for evaluation of La Center School District counselors in lieu of the adopted teacher evaluation forms.

ARTICLE IX -- GRIEVANCE PROCEDURES

Section 1. DEFINITIONS

The term “teacher” and “Association” as used in this Section are defined in Article 1, Section 2, of this Agreement.

A “grievant” shall mean teacher or group of teachers or the Association filing a grievance.

A “grievance” is defined as a claim that a specific term of this Agreement or a written District policy, regulation, rule or resolution covering wages, hours or terms and conditions of employment pursuant to RCW 41.59 has been violated, misinterpreted, misapplied or inequitably amended by the District, or that there exists a condition which jeopardizes a teacher’s health and safety.

“Days” shall mean teacher employment days, except as otherwise indicated.

Section 2. PROCEDURE

Step One: In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with their immediate supervisor. Both parties will make every effort to resolve the grievance at this level in an informal manner.

If the grievance is not resolved within five (5) days, the teacher shall contact the Superintendent and the Association to continue with the informal process. If after ten (10) days following such contact the grievance has not been resolved, the procedure will move to Step Two.

Step Two: The grievant may invoke the formal grievance procedure on Exhibit 3. Such forms shall be available at the Superintendent's office and from the Association. This form will contain, but not be limited to, the following:

- A. The facts upon which the grievance is based.
- B. A reference to the specific language of the Articles and Sections of this Agreement alleged to have been violated and
- C. The remedy sought.

A formal grievance must be filed within ten (10) days of the notification of the Superintendent, or within twenty (20) days of the time when the grievant may reasonably have been expected to have learned of the occurrence, of which s/he complains, whichever is later.

A copy of the grievance form shall be delivered to the immediate supervisor. Within five (5) days of receipt of the written grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall record a disposition of the grievance on the grievance form, date it, and sign it, within five (5) days of such a meeting. The grievant shall also sign the grievance form and date it. The grievant signature on the grievance form will not necessarily indicate agreement with the disposition. A copy shall be given to the grievant and also issued to the Superintendent and the Association.

Nothing shall prevent or hinder the grievant from seeking the advice of the Association.

The Association may initiate grievances at Step Two.

Step Three: If the grievant or Association is not satisfied with the disposition of the grievance, or if no disposition has been made with five (5) days of such meeting, (or ten (10) days from date of the filing, whichever shall be later) the grievance shall be transmitted to the Superintendent or designee. Within five (5) days the Superintendent or designee shall meet with the grievant. A representative of the Association may attend. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and a representative of the Association.

Step Four: If the grievant or Association is not satisfied with the Superintendent's disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, (or ten (10) days from date of filing with the Superintendent or designee, whichever shall be later) the

grievance shall be transmitted to the Board through the office of the Superintendent. The Board shall meet with the grievant and Association representative on the grievance at the next regularly scheduled Board meeting and shall indicate its disposition of the grievance, in writing, within five (5) days of such meeting, and shall furnish a copy thereof to the Association and the grievant.

Step Five: If the grievant or Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within five (5) days of receipt of the written disposition of the Board. If the parties cannot agree on an arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by mutual consent from the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any new evidence or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

Section 3: TIME LIMITS

Failure of the grievant or Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representative to take the required actions within the times provided shall entitle the grievant or Association to proceed to the next step in the grievance procedure.

Section 4: ARBITRATION COSTS

Each party shall bear its own cost of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

Section 5: JURISDICTION OF THE ARBITRATORS

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award.

Section 6: EXCEPTIONS TO TIME LIMITS

When a grievance is submitted between June 1 and September 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

Section 7: NO REPRISALS

No reprisals of any kind by the La Center Education Association, administration, or School Board will be taken against any teacher because of their participation or nonparticipation in any grievance.

Section 8: COOPERATION OF BOARD AND ADMINISTRATION

The District and the administration shall not hinder the Association in its investigation of any grievance, and further, will expeditiously make available to the Association such information as is requested for the processing of any grievance, and may charge reasonable fees for providing this information and/or copies thereof.

Section 9: RELEASED TIME

Should the investigation or processing of any grievance require that a teacher or an Association representative be released from their regular assignment, s/he shall be released without loss of pay or benefits, subject to the approval of the Superintendent. Such approval shall not be unreasonably denied.

Section 10: GRIEVANCE RECORDS

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Two (2) years after the settlement of a grievance, all specific references by name of individuals involved in the grievance shall be expunged from all such documents, communications and records relating to the grievance.

Section 11: HEARINGS, MEETINGS AND CONFERENCES

All hearings, meetings, or conferences pursuant to the grievance procedure shall be scheduled by mutual agreement at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

Section 12: CONTINUITY OF GRIEVANCE

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

ARTICLE X -- EXTRA DUTY CONTRACTS

Section 1: PROCEDURES

There shall be an extra duty contract for District specified extracurricular, special, and extra duty assignments. No employee shall be required as a part of their contracted responsibilities to perform extra duties. It is understood that several staff assignments require additional time beyond the regular work day and work year as a part of their position responsibilities. The District agrees to compensate staff members with those additional responsibilities through an extra duty contract for the additional time.

The Board of directors shall determine each year which extracurricular, special, and extra duty assignments will be funded and supported by the District. Appointments to extracurricular positions shall be for one school year and shall be consistent with statutory provisions.

The District shall notify employees of appointments to extracurricular positions as soon as possible before the job responsibilities commence. Extra duty contracts will be issued as soon as salary schedules and assignments are confirmed.

Section 2: APPLICATION

The District will notify teachers of available extracurricular positions. Employees desiring to make application for available positions must follow the application procedure specified in the position announcements. Announcements will be posted on the District website and a notice of posting e-mailed to staff.

The District will follow the practice of selecting the best candidate for each extracurricular position. It is the District's expressed desire to give preference to regular teaching staff, if their qualifications match that of outside applicants.

Section 3: EVALUATION

All persons holding extra duty positions shall be evaluated by the appropriate administrator. Teachers holding extra duty positions will be evaluated within fifteen (15) days following the completion of their assignment. Extracurricular and other extra duty positions which end at or near the end of the school year shall receive their evaluations as soon as practical following the completion of their assignment.

Section 4: PAYMENT

Teachers may elect to receive payment for extra duties in one of two ways:

- 4.1. Teachers may receive payment in one lump sum upon completion of the extra duties.
- 4.2. Teachers may receive payment in monthly installments, beginning with the month when extra duties commence.

Section 5: SUMMER SCHOOL AND COMMUNITY EDUCATION

All openings for summer school and community education teachers shall be adequately publicized by the Superintendent and shall be posted on the District website and a notice of posting e-mailed to staff. Applications must be submitted within one (1) week of the posting of said notices. Teachers who have applied for such summer school or community education positions shall be notified in writing of the action taken regarding their application no later than three (3) weeks after the closing date of the position.

5.1 Definitions

“Community Education” for purposes of this Agreement refers to credit and non-credit courses offered to people in the community. University credit classes are considered community education and will first be offered to qualified La Center teachers, who will be paid at the rates paid by the college or university through which the course will be offered.

“Summer School” refers to classes offered to students during the summer related to the instruction provided during the regular school year. Examples of such classes would be foreign language or remedial mathematics.

5.2 Procedures

Summer School positions shall be filled first by qualified teachers who have applied and are regularly employed in the District during the normal school year and who possess a regular teaching certificate.

Qualified teachers shall be selected for employment according to the following ordered criteria:

- 5.2.A Area of certification and requisite skills.
- 5.2.B Number of years in the program to be taught.
- 5.2.C Number of years in the District.
- 5.2.D Number of years in the department.

In the event the application is denied, the Superintendent shall state, in writing, which of the criteria were not met.

Teachers of summer school classes shall be issued an extra duty contract and shall be paid for each hour of instruction at an hourly rate based on certificated base pay. Per hour rate shall be computed by dividing the certificated base pay by the number of contracted days and that per diem figure divided by seven (7).

Section 6: TOSA (Teacher on Special Assignment)

The District recognizes that bargaining unit members may have skills and experiences that will permit them to assist Administration in non-evaluative duties such as teacher mentoring, discipline, and/or subject area coaching. These shall be considered as Teacher on Special Assignment or TOSA positions. TOSAs remain members of the bargaining unit and retain all contractual rights.

Before each TOSA position is offered, a discussion will be held with the Association explaining the need and duration for the assignment, as well as a financial compensation or obligation with the position. Job duties, requirements and duration will be part of the posting. Postings will be open to all bargaining unit members, inclusive of librarian and counselor positions.

ARTICLE XI - DURATION

This Agreement shall be effective as of September 1, 2017 and shall continue in effect until the thirty-first (31st) day of August, 2018. The economic and fringe benefits section of this contract shall be negotiated each year beginning at least sixty (60) days prior to the annual date of this contract. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the contract expiration date.

DATED this _____ day of _____, 20__.

La Center School District No. 101

La Center Education Association

Superintendent, Board Secretary

President

Chairman, Board of Directors

Negotiating Committee Member

Board of Directors

Negotiating Committee Member

Board of Directors

Negotiating Committee Member

Board of Directors

Negotiating Committee Member

Board of Directors

Negotiating Committee Member

Exhibit 1

**AMENDMENT
To Add VEBA III Retirement Option Benefits
To Collective Bargaining Agreement
Between
La Center School District No. 101
And
La Center Education Association**

The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term thereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

For the purposes of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the unused sick leave days accruing to the credit of such employee from the date of this agreement.

The agreement is to be negotiated annually.

LA CENTER SCHOOL DISTRICT NO. 101

LA CENTER EDUCATION
ASSOCIATION

Board President

Association President

Date

Date

Exhibit 2

EXTRA DUTY CONTRACT SCHEDULE

Based on percentage of teacher base salary:

ASB Advisor, Middle School	5.5%
Drama Advisor, Middle School	3.0%
Knowledge Bowl Advisor, Middle School	3.0%
LEO Advisor, Middle School	3.0%
National Junior Honor Society Advisor, Middle School	2.0%
Yearbook Advisor, Middle School	3.0%

Electronic Learning Facilitator (K-2 & 9-12) 10.0%

ASB Advisor, High School	5.5%
Challenge Course Instructor, High School	8.0%
Chess Team Advisor, High School	6.0%
Drama Club Advisor, High School	5.0%
Freshman Class Advisor, High School	2.0%
Journalism Advisor, High School	2.0%
Junior Class Advisor, High School	4.0%
Knowledge Bowl Advisor, High School	6.0%
LEO Advisor, High School	3.0%
National Honor Society Advisor, High School	2.0%
Navigation Captains (4)	2.5%
Science Club Advisor, High School	2.0%
Senior Class Advisor, High School	4.0%
Sophomore Class Advisor, High School	2.0%
Yearbook Advisor, High School	10.0%

When two or more teachers share an extra duty position, they will decide on the most equitable split of pay subject to principal approval.

Based on percentage of teacher's actual salary:

Counselor, K-5 (5 days)	3.0%
Music, Elementary	1.7%
Counselor, 6-10 (10 days)	5.5%
Instrumental Music, Middle School	2.2%
Vocal Music, Middle School	2.2%
Librarian, K-12	5.5%

Band to District, High School	1.1%
Band to State, High School	1.1%
Business Education, High School	2.8%
Counselor, 9-12 (10 days)	5.5%
Industrial Arts, High School	2.8%
Instrumental Music, High School	11.5%
Vocal Music, High School	6.6%

Other:

Classroom Change*	\$300.00
Outdoor School (CISPUS) Teacher**	\$400.00
Outdoor School (CISPUS) Director**	\$1,000.00

*Teachers who move to a new classroom in the furtherance of building goals will paid \$300 per completed move.

**Plus one day of planning time.

Exhibit 3

DISTRIBUTION OF FORM: Immediate Supervisor
Association
Grievant

COMPLAINT BY THE GRIEVANT

Type or Print:

Grievant _____ Date of Occurrence _____

Home Address _____ Date of Formal
of Grievant _____ Presentation _____

_____ Telephone _____

School _____ Immediate Supervisor _____

Years in School System _____ Subject Area or Grade _____

Association Representative _____

STATEMENT OF GRIEVANCE:

(Exhibit 4) Washington K–12 Salary Allocation Schedule for Certificated Instructional Staff

The following schedule is used to determine state salary allocations for certificated instructional staff (i.e., teachers and educational staff associates) for 283 of 295 Washington State public school districts. The remaining 12 public school districts receive somewhat higher allocations due to a higher base salary.

The state schedule determines ALLOCATIONS of state funds. ACTUAL SALARIES ARE DETERMINED IN LOCAL NEGOTIATIONS. Questions regarding individual employee compensation should be directed to the local school district personnel or payroll office.

Table of Total Base Salaries for K–12 Certificated Instructional Staff for 2017–18

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	36,521	37,507	38,529	39,554	42,840	44,957	43,785	47,072	49,191
1	37,013	38,013	39,048	40,117	43,438	45,543	44,272	47,593	49,697
2	37,481	38,491	39,537	40,688	44,000	46,127	44,762	48,073	50,201
3	37,964	38,983	40,040	41,229	44,534	46,712	45,227	48,529	50,709
4	38,437	39,501	40,565	41,794	45,119	47,313	45,714	49,038	51,234
5	38,926	39,995	41,069	42,367	45,679	47,918	46,209	49,522	51,760
6	39,428	40,474	41,585	42,948	46,244	48,494	46,716	50,013	52,262
7	40,312	41,373	42,498	43,935	47,280	49,593	47,666	51,010	53,324
8	41,604	42,724	43,876	45,431	48,822	51,219	49,161	52,552	54,949
9		44,122	45,332	46,943	50,413	52,892	50,672	54,143	56,623
10			46,805	48,533	52,049	54,611	52,263	55,780	58,340
11				50,169	53,761	56,375	53,899	57,492	60,104
12				51,753	55,520	58,211	55,600	59,250	61,942
13					57,322	60,093	57,360	61,052	63,823
14					59,132	62,046	59,172	62,981	65,776
15					60,671	63,660	60,710	64,618	67,486
16 or more					61,884	64,932	61,924	65,910	68,836

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 this subsection, and do not entitle an individual staff position to a particular paid salary except as provided in RCW 28A.400.200, as amended by House Bill No. 2242 (fully funding the program of basic education).

Source: Substitute Senate Bill 5883.Session Law, Sec. 503 (July 2017)

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EXTRA DUTY CONTRACT JOB DESCRIPTIONS

Job Description - Drama Club Advisor

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the Drama Club Advisor shall be as follows:

- 1) To have charge of all Drama Club activities and to arrange tryouts, selections, rehearsals, and performances.
- 2) To be responsible for supervising tryouts, selections, rehearsals, and performances.
- 3) To be responsible for the performance of at least two productions per year for the school and/or community. Additional performances will be allowed if agreed to in advance by both the Drama Club Advisor and the principal.
- 4) To submit to the high school principal by a specified date each year an extracurricular budget proposal for the following year.

Job Description - Elementary Music

Under the supervision of and reporting to the building principal, the duties and responsibilities of the elementary music teacher shall be as follows:

- 1) To prepare for and conduct concerts and other musical performances.
- 2) To select music and other elementary music supplies for purchase.
- 3) To attend and participate in meetings of the Music Association as appropriate.

Job Description - Freshman Class Advisor

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the Freshman Class Advisor shall be as follows:

- 1) To assist class officers in planning class meetings.
- 2) To assist class officers in preparing the class budget.
- 3) To attend all meetings held by the class.
- 4) To assist the class in raising money and planning for future activities.

- 5) To supervise the planning of the Sadie Hawkins dance.
- 6) To attend all fundraising activities of the class.
- 7) To assist in the handling and depositing of class funds.

Job Description – High School ASB Advisor

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the ASB Advisor shall be as follows:

- 1) To supervise ASB meetings.
- 2) To educate the student council in the basics of parliamentary procedure including Roberts Rules of Order.
- 3) To guide the student council in the planning of student body activities which may include assemblies, fundraisers, intramural competitions, self-esteem programs, holiday Olympics, etc.
- 4) To supervise ASB activities such as leadership conferences, dances, etc.
- 5) To monitor ASB funds.

Job Description - High School Counselor

Under the supervision of and reporting to the building principal, the duties and responsibilities of the High School Counselor shall be as follows:

- 1) To assist students with their scheduling needs.
- 2) To provide academic counseling.
- 3) To organize, administer, interpret, and/or coordinate testing programs at the high school level (i.e., state assessment, PSAT, PLAN, ACT, and SAT).
- 4) To oversee the Running Start program at the high school.
- 5) To act as liaison to the Clark County Vocational Skills Center.
- 6) To provide career counseling for students.
- 7) To provide college counseling for students.

- 8) To coordinate Eighth Grade Orientation.
- 9) To be a member of the high school multi-disciplinary team.
- 10) To provide personal counseling to students.
- 11) To coordinate the high school's drug and alcohol education and counseling program.

Job Description - High School Instrumental Music

Under the supervision of and reporting to the building principal, the duties and responsibilities of the high school instrumental music teacher shall be as follows:

- 1) To prepare for and conduct high school concerts.
- 2) To conduct the pep band at athletic events.
- 3) To attend meetings of the Music Association.
- 4) To supervise honor group auditions.
- 5) To attend professional music educator meetings.
- 6) To plan for and attend jazz festivals.
- 7) To plan for and attend parades.
- 8) To select music.
- 9) To supervise music fund raising activities using only ASB or school accounts for funds.
- 10) To conduct extra marching band rehearsals as needed for half-time performances.
- 11) To work with solo and ensemble entrants.

Job Description - Middle School ASB Advisor

Under the supervision of and reporting to the middle school principal, the duties and responsibilities of the ASB Advisor shall be as follows:

- 1) To supervise ASB meetings.

- 2) To educate the student council in the basics of parliamentary procedure including Roberts Rules of Order.
- 3) To guide the student council in the planning of student body activities which may include assemblies, fundraisers, intramural competitions, self-esteem programs, holiday Olympics, etc.
- 4) To supervise ASB activities such as leadership conferences, dances, etc.
- 5) To monitor ASB funds.

Middle School Instrumental Music

Under the supervision of and reporting to the building principal, the duties and responsibilities of the middle school instrumental music teacher shall be as follows:

- 1) To prepare for and conduct school concerts.
- 2) To attend professional music educator meetings.
- 3) To select music.
- 4) To supervise honor group auditions.
- 5) To work with solo and ensemble entrants.
- 6) To attend Music Association meetings as appropriate.
- 7) To participate in music fund raising activities using only ASB or school accounts for funds.

Job Description - Journalism Advisor

Under the supervision of and reporting to the (Superintendent and/or) high school principal, the duties and responsibilities of the Journalism Advisor shall be as follows.

- 1) To select the journalism staff each spring.
- 2) To determine the content of each issue of the high school newspaper subject to review and approval of the principal as allowed by law.
- 3) To select the place of printing.
- 4) To deliver the newspaper for printing.

- 5) To distribute the newspaper to students.
- 6) To maintain a high standard of journalistic excellence in the newspaper.
- 7) To organize after-school layout sessions.

Job Description - Junior Class Advisor

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the Junior Class Advisor shall be as follows:

- 1) To assist class officers in planning class meetings.
- 2) To assist class officers in preparing the class budget.
- 3) To attend all meetings held by the class.
- 4) To supervise the selling of concessions at home basketball games.
- 5) To supervise the planning of the prom.
- 6) To be present at the prom and be responsible for obtaining an adequate number of chaperones for the prom.
- 7) To attend all fundraising activities of the class.
- 8) To assist in the handling and depositing of class funds.
- 9) Junior class meetings will be scheduled by the principal.

Job Description - Knowledge Bowl Advisor

Under the supervision of and reporting to the building principal, the duties and responsibilities of the Knowledge Bowl Advisor shall be as follows:

- 1) To conduct at least one hour of practice each week during the Knowledge Bowl season. The most convenient practice times will be determined by team members.
- 2) To be responsible for gathering questions for practice sessions.
- 3) To arrange for transportation to all Knowledge Bowl competitions.

- 4) To accompany the Knowledge Bowl teams to all competitions—the round robins, the regional meet, and the state meet, if necessary.
- 5) To be responsible for the repair of Knowledge Bowl equipment, i.e., Boards and control.
- 6) To select students to compete on either the varsity or junior varsity teams.
- 7) To organize any round robin competitions held in La Center (approximately every other year).
- 8) To arrange practice meets as appropriate.

Job Description - Outdoor School Teacher

Under the supervision of and reporting to the intermediate school principal, the duties and responsibilities of the Outdoor School Teacher shall be as follows:

- 1) To attend an evening parent meeting and to explain the program.
- 2) In conjunction with other Outdoor School Teachers, to plan all activities, to form sleeping groups and study groups, to assign cabins to groups, to schedule helpers for the cafeteria, and to participate in the selection of high school counselors.
- 3) To attend the entire Outdoor School session.
- 4) To teach assigned groups and to perform duties as assigned through joint planning with other teachers.

Job Description - Senior Class Advisor

Under the supervision of the reporting to the high school principal, the duties and responsibilities of the Senior Class Advisor shall be as follows:

- 1) To supervise and attend all senior class fundraising activities, i.e., football concessions.
- 2) To organize the Christmas/Winter Ball.
- 3) To work with the cap and gown representative.
- 4) To organize the graduation ceremony, including:
 - A) Organizing the walking order.

- B) Setting up the gym.
 - C) Ordering the flowers.
 - D) Organizing and running graduation practice.
 - E) Organizing the slide show, if the students choose to do one.
 - F) Being present at the ceremony.
 - G) Organizing the ushers.
 - H) Preparing the graduation program.
- 5) To organize the Senior Breakfast.
 - 6) To organize and attend all meetings of the senior class.
 - 7) To attend all functions and activities of the senior class.
 - 8) To organize the Senior Countdown.
 - 9) To assist in the handling and depositing of class funds.

Job Description - Sophomore Class Advisor

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the Sophomore Class Advisor shall be as follows:

- 1) To assist class officers in planning class meetings.
- 2) To assist class officers in preparing the class budget.
- 3) To attend all meetings held by the class.
- 4) To assist the class in raising money and planning for future activities.
- 5) To supervise the planning of the Tolo dance.
- 6) To attend all fundraising activities of the class.
- 7) To assist in the handling and depositing of class funds.

Job Description - Vocal Music

Under the supervision of and reporting to the building principal, the duties and responsibilities of the vocal music teacher shall be as follows:

- 1) To prepare for and conduct concerts.
- 2) To attend meetings of the Music Association.
- 3) To supervise honor group auditions.
- 4) To plan for and attend jazz and/or concert group festivals.
- 5) To select music.
- 6) To supervise music fundraising activities using only ASB or school accounts for funds.

Job Description - Yearbook Advisor

Under the supervision of and reporting to the building principal, the duties and responsibilities of a yearbook advisor shall be as follows:

- 1) To select the yearbook staff each spring.
- 2) To select the specifications of the yearbook.
- 3) To be responsible for all fundraising related to the yearbook.
- 4) To maintain a high standard of journalistic excellence.
- 5) To handle and deposit all money raised by the yearbook staff.
- 6) To distribute the yearbook.
- 7) To determine the content of the yearbook.