Negotiated Agreement
2022-2025

Issaquah Education Association
Issaquah School District

ISSAQUAH
SCHOOL DISTRICT 411

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Article 1: Administration of the Contract

Section 1: Exclusive Recognition

Issaquah Education Association: The Board recognizes the Issaquah Education Association in affiliation with the Washington Education Association and the National Education Association as the sole and exclusive bargaining representative for all non-administrative certificated educational staff members of the District.

Section 2: Definition of Terms

1. **Staff members:** The terms staff, staff member, certificated staff, specialist, and teacher, when used in this Agreement, shall refer to all full-time and regular, part-time, non-supervisory certificated educational staff members of Issaquah School District No. 411.

2. **Substitutes:** The definition of regular, part time, non-supervisory educational staff member with respect to substitute staff includes:

    a. Substitute staff members employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitute teachers; and

    b. Substitute staff members employed in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from his or her regular assignment and will be replaced in such assignment for a period in excess of twenty (20) consecutive work days.

3. **Unit Clarification:** Other positions that may be established by the Board shall be included in the bargaining unit unless the District and the Association agree that such positions should be excluded. If agreement on inclusion is not reached, either party may appeal to the Public Employees Relations Commission.

Section 3: Rights, Functions, and Implementations

1. **Rights and Functions of the Association:** Throughout this agreement certain rights and functions are accorded and ascribed to the Association. No other group shall have the rights and functions accorded to the Association unless legally elected to supersede the Association.

2. **Management Rights Reserved Unless Relinquished:** All rights, except such as are clearly relinquished herein by the District, are reserved to the District (Board and/or administration), which is responsible for the maintenance of an orderly, effective and efficient operation of the District.

3. **Agreement Becomes Effective:** This agreement shall become effective when ratified by the Board and the Association and executed by their authorized representatives.

4. **Supersedes Other Rules:** This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District that shall be contrary to or inconsistent with its terms, except when in conflict with applicable state or federal laws.

5. **Detraction from Prior Terms of Employment:** Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current wages, hours, terms or conditions of employment under existing rules, regulations, policies, resolutions or practices of the District in effect prior to the effective date of this agreement.

Section 4: Agreement Compliance

1. **Agreement is Controlling:** All staff member contracts shall be subject to and consistent with Washington State law and the terms and conditions of this agreement. Any staff member contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any staff member contract contains any language inconsistent with this Agreement, for its duration, this Agreement shall be controlling.

2. **Educational Employment Relations Act and PERC:** The Board and the Association shall comply with the provisions of the Educational Employment Relations Act, RCW 41.59.140, and subsequent rules and regulations of the Public Employees Relations Commission.

3. **Conformity to Law/Saving Clause:** This Agreement shall be governed and construed according to the Constitution and applicable Laws of the United States and the State of Washington. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court or arbitrator of competent jurisdiction, such decision of the court shall apply to the specific article, section, or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof.

Section 5: Distribution of Agreement

The District shall post an electronic version of the signed Agreement to the District website within three (3) weeks of signing by both parties. As soon as practical after signing, the District shall provide seventy-five (75) print copies of the signed Agreement for Association use, and shall distribute the signed Agreement electronically to all staff members. All applicants and new hires shall be informed of where to locate the electronic version of the signed Agreement.

Section 6: Terms and Issuance of Agreement

1. **Board Policies:** Those Board policies that the Board may find desirable to implement, that are not in conflict with this Agreement, may be adopted at any time. No Board policies, rules or District Regulations related to wages, hours and conditions of employment of Association members shall be changed without notice and an offer to negotiate the matter with the Association.

2. **Negotiated Policies:** Policies adopted by the Board or District Regulation, but not a part of this Agreement, may be brought up for negotiation into this Agreement by either party when such negotiations are timely.

3. **Staff member Contracts:** All staff member contracts between the District and staff members shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. All staff member contracts shall provide that the contract is subject to the terms of the Agreement between the Association and the District. Contracts for the ensuing school year may be issued up to one hundred and twenty (120) days prior to the termination of this agreement. These contracts shall include a mutually agreeable rider.

4. **Agreement Controls Staff member Language:** If any staff member's contract language is inconsistent with this Agreement, this Agreement shall be controlling.

Section 7: Meetings with the Association

1. **Association President and the Superintendent Meet**

   The Association President and the Superintendent shall meet at least monthly during the school year or, if requested by either party, at mutually agreeable times, to discuss current district concerns, the work and recommendations of the Equity Advisory Committee (as described in Article 1, Section 7, Number 3) and practices and the administration of this Agreement. If mutually agreed upon at least twenty-four (24) hours in advance,

either party may bring additional representatives to such meetings.

2. Labor and Management Team Meetings:

   a. The Executive Director of Human Resources will schedule meetings twice per month during the school year with representatives of the IEA to discuss interpretation or application of this Agreement, and issues and questions that may arise. The Labor and Management Team will be a problem-solving forum. Either party may submit agenda items for discussion. Either party may invite additional participants whose participation will aid in the discussion. The parties further agree that meeting less frequently must be with the mutual agreement of the parties

   b. Collaborative Problem Solving: This Agreement may be amended by the mutual consent of both parties. Requests for such amendment(s) by either party must be in writing and must include a summary of the proposed amendment(s). The parties are committed to collaboratively solving problems or concerns as they arise. Either party may initiate collaborative problem solving at any time through the labor management process.

   c. If a levy should fail, the IEA and the District will meet to discuss the potential impact of such a failure.

   d. Because it is the intent of the IEA and the District to provide a safe learning environment for all staff and students both in their schools and during school sponsored events, there shall be a quarterly review of any incident reports in Labor Management meetings to review responses, patterns, support provided, and to identify any needed supports and/or systems to enhance the safety of staff and students.

   e. The District commits to communication and training of administration and staff concerning those issues affecting staff and student safety.

3. Equity Advisory Committee and Commitment to Equity:

   a. The District and IEA are committed to equity work and share an interest in making Issaquah School District a more equitable place to work and learn in alignment with equity goals as set by the ISD and IEA leadership. The District and Association shall form an Equity Advisory Committee (to include the committee and subcommittees) with equal parts management and bargaining unit members chosen by the District and IEA leadership. Leadership will be shared and communication will be joint.

   b. Members of this committee (maximum 20) shall receive a stipend for their work consistent with the Equity Lead position. The committee and its subcommittees will meet every other month and outside the contract day. Each committee will analyze data to determine their objectives and set goals. The committee will create a rubric with measurable goals to be reviewed at the monthly IEA President and the Superintendent meetings.

   c. The IEA President and the Superintendent will include Equity as a regular agenda item in their standing monthly meeting as specified in Article 1, Section 7. Each quarter they will specifically review the rubric and the progress of the Equity Advisory Committee.

   d. The Equity Advisory Committee responsibilities shall include the following:

      i. Reflecting and honoring the voices and lived experiences of our students and staff from historically marginalized groups.

      ii. Using district approved mechanisms to collect stakeholder feedback.

      iii. Developing a feedback loop to monitor progress, to inform future work, and to communicate with all stakeholders.

iv. Informing district work focused on the hiring and retention of staff of color.

v. Communicating their work regularly to the appropriate district departments.

vi. Acting as a resource to support equity work in each building and striving for consistency between buildings.

vii. Analyzing the current processes for students and staff to report racial, homophobic, or other derogatory slurs, harm, and threats and make recommendations for expanding existing processes with a focus on proactive and restorative practices.

viii. This committee may opt to discuss other interests regarding equity.

ix. The committee may deploy sub-committees to respond to building and district needs such as youth and community engagement, providing or recommending equity training for curriculum adoption committees. Each sub-committee will include members of the Equity Advisory Committee. The Equity Advisory Committee will determine the composition of the subcommittees as needed.

1. The total number of additional participants across all subcommittees will be limited to no more than 15 IEA members.

2. The total number of hours compensated shall not exceed the value of the stipend earned by Equity Advisory Committee members.

3. Members will be paid at the professional rate of pay.

x. Make a path for educators to bring forth concerns with current curriculum in-between adoptions.

xi. Developing resources that are proactive, as well as restorative for use across the district.

4. ISD/IEA Meet and Confer Committee:

In the belief that working proactively and cooperatively together will have positive benefits for our students, staff and community, the ISD/IEA Meet and Confer Committee is a forum for communication and collaboration where the parties will discuss the educational programs and policies of the Issaquah School District, and the resources needed to implement them with success. In order to provide the Association with a timely opportunity to dialog and provide educators' professional input prior to a decision, the District shall inform, gather input and seek feedback from the Association when significant changes are under consideration, or when preliminary plans are being made, in district instructional initiatives, adoptions, and programs (understood in the broadest way possible), curriculum, adoption cycle priorities, curriculum load and transition process, assessments, and professional development. Both parties will share information on State initiatives, mandates or imminent decisions(related to but not limited to, the evaluation system, training for new teachers, State assessment changes, LearningStandards).

a. The Meet and Confer Committee will be made up of ten (10) to twelve (12) members, of which five (5) to six (6) will be ISD representatives selected by the District, and five (5) to six (6) will be IEA representatives selected by the Association. Either party may invite additional participants whose participation will aid in the discussion.

b. Meet and Confer will meet monthly, at a time and place to be determined jointly by the District and Association.

c. The Superintendent and/or designee with the appropriate administrator will develop a general statement of

direction for new instructional programs. Information should be available to all staff by January 14 of the yearpreceding the opening of the program. The District and the Association shall meet to discuss the staffing and procedures to be followed.

d. If the Association raises concerns, the parties shall attempt to resolve the matter through the Meet and Confer Committee. However, for a variety of reasons, the issue may be referred by either party to the Labor Management Team Committee.

e. Meet and Confer may serve as the forum for vetting forms created at the District level for involvement and feedback from the Association, as mutually agreed to by the parties.

5. Sub-Committees of Meet and Confer:

a. District / Association Budget Sub-Committee:

The District agrees to establish a joint ISD/IEA Budget Committeeto review the District budget throughout the year. As part of its on-going work, the committee will be involved in the budget process and meet on a regular basis from the early formative stages throughout the developmentof the budget. The purpose of the committee is to assure that IEA has a role in the budget process and has an opportunity to provide direct input throughout its development prior to budget decisions being made.

b. ISD/IEA Special Education Steering Sub-Committee:

i. IEA will appoint three (3) members who will join with the Special Services Administration to form a Special Education Steering Committee. This Steering Committee will provide focus and guidance to the Special Services Staff Advisory Committee in all aspects of the planning, implementation and evaluation of the ISD Special Education Program.

ii. Topics of focus may be communication, training, special projects, service delivery, contingency funds as well as best practices in the profession. Any member of the Steering Committee or district staff member or community member may bring topics to the attention of the Steering Committee. The type(s) of issues brought to the committee will determine the type of action needed as well as the decision-making process used.

iii. Budget and staffing decisions will be made following Board policy and District Regulations and procedures. Information will be shared with the committee and discussion of priorities will be held in the decision-making process. Input from committee members is a valued part of the decision-making process.

iv. The committee work will be shared with district staff by way of meeting minutes. At the end of the school year, the Steering Committee will share the culmination of the year's work with the IEA Executive Board.

c. Assessment Sub-Committee:

i. A joint sub-committee of IEA members and District members shall be formed to review and advise the Teaching and Learning Department and report to the Meet and Confer Committee on issues regarding required state and national tests, classroom and district assessments, and student reporting.

ii. The District and the Association support the Washington State learning goals and standards. The parties recognize that certain conditions advance successful student learning. They include:

4. Time and opportunity for students to learn;
5. Minimal disruption to curriculum delivery due to standardized testing;
6. Small, manageable class sizes;
7. Time for teacher and staff planning and collaboration;
8. Sufficient resources: instructional, technology, staff, and leadership;

9. Community and parent support and involvement;
10. Professional development; and
11. Compensation to attract and retain quality school employees.

iii. In addition, the parties believe that multiple indicators should be used to determine if the Issaquah School District's curriculum is successful in helping students improve their academic performance. The parties oppose use of any single test for the purpose of making high stakes decisions about the quality of schools and student achievements.

iv. This committee's responsibilities shall include the following:

1. Clarifying procedures for calendaring, pacing, administering and proctoring required assessments
2. Providing input on staff development, including how to interpret assessment results and how to use these results to improve instruction and student learning
3. Ensuring that there are useful communications with about the assessment results
4. Making appropriate recommendations regarding the implementation of assessment as required by state and federal regulation
5. Ensuring that staff have input into the student reporting process
6. Make recommendations at both Meet and Confer Committee and Teaching and Learning committee meetings in April or May for the following school year's assessment calendar

d. Professional Development Advisory Committee (PDAC):

i. A joint sub-committee of IEA members and District members shall be formed to report to the Teaching and Learning Services on issues related to the direction, development, and delivery of professional development.

ii. The Professional Development Advisory will be made up of twelve (12) members, of which six (6) will be ISD representatives selected by the District, and six (6) will be IEA representatives selected by the Association. Either party may invite additional participants whose participation will aid in the work of this committee.

iii. This committee shall host listening sessions twice per year for the purposes of:

1. Reviewing efficacy of district-run professional development.
2. Summarizing input on the topics, modality and breadth of district-run professional development.
3. Considering the collective impact of district-run professional development.
4. Reporting on how implementation time is being considered.
5. Collecting and sharing success related to effective modes and models of delivery.
6. Reporting on opportunities for staff voice regarding the efficacy of district-run professional development

6. Student Discipline Committee

It is the shared interest and goal for the Association and the District to create a safe and supportive learning environment for all students, to support staff members and to promote smooth implementation of the new rules in Issaquah Schools.

a. Review the District implementation of the new rules of WAC 392.400, and address issues such as training needs, delegation or assignment of staff roles and duties relative to new notification provisions, concerns that may arise related to implementation, steps to adjust and improve implementation, issues related to marginalized groups, or disproportionate representation of marginalized groups, and other issues agreed to

by the parties as being appropriate to the work of the committee. The further purpose of the Committee is to assure the Association has a role in providing direct input to the District on the impact and implementation of Issaquah's student discipline process under the new rules.

b. Be co-chaired by a District representative named by the Superintendent or designee and an association representative named by the Association President or designee.

c. Be comprised of five (5) District representatives and five (5) Association representatives, one of which may be the UniServ Representative as well as an outside District advisor.

d. Meet quarterly, with meetings in October, January, March and May.

e. The Assessment Sub-Committee will be made up of ten (10) to twelve (12) members, of which five (5) to six (6) will be ISD representatives selected by the District, and five (5) to six (6) will be IEA representatives selected by the Association. Either party may invite additional participants whose participation will aid inthe discussion.

f. This committee's responsibilities shall include the following:

1. Clarifying procedures for administering and proctoring required assessments;
2. Providing input on staff development, including how to interpret assessment results and how to use these results to improve instruction and student learning;
3. Ensuring that there are useful communications with about the assessment results
4. Making appropriate recommendations regarding the implementation of assessment as required by state and federal regulation.
5. Ensuring that staff have input into the student reporting process.

Section 8: Building Decision-Making Process

The decision-making process for each building shall be reviewed, and any changes made, prior to September 30 of the current year. These decision-making procedures may be modified at any time as long as the modifications are submitted to the IEA and the District. Each building will have on file with both the IEA and the District their agreed-upon decision-making process. Upon request, the Association and/or the District will make available samples of building decision-making models. All new buildings will have a decision-making process in place by November 1 of their first full year open.

Section 9: Waiver Policy

1. **Building Waiver:** If a building proposal conflicts with the Collective Bargaining Agreement or a Board Policy or a District Regulation(s), a waiver must be requested.

   a. Collective bargaining waivers shall be directed to the Association President.

   b. Board Policy or District Regulation waivers shall be directed to the Superintendent. Their respective procedures must be followed.

2. **Process and procedures:** If a waiver is requested to deviate from this Collective Bargaining Agreement it must meet the following conditions:

   a. Waiver requests must be approved in accordance with the building shared leadership process.

   b. It may not diminish current contractual rights but may involve the rearranging and/or increasing of current rights, e.g. working an additional ten (10) minutes to earn another prep.

c. Contract waivers shall be for the duration of the contract.
d. No contract waivers shall be binding on any other building or unit.
e. No contract waiver shall be considered to set a precedent.
f. Waiver proposals must be supported by 80% of IEA members affected by the waiver.
g. Waiver proposals may be presented at any time during the school year, but not later than May 1 for implementation the following September, to a joint Association/District waiver committee for discussion, clarification, and problem-solving.
h. The IEA Executive Board and the Superintendent/Designee will approve or disapprove any proposals submitted to them by the joint waiver committee. Approval of the IEA Executive Board and the Superintendent/Designee is necessary to implement the waiver.
i. These decisions will be final.

Section 10: Contracting Out

Limits: It shall be the policy of the District to use its own professional staff and its own facilities to provide services requiring certificated staff. Normally, contracting out for services shall be limited to the following:

1. Specialized services that do not justify issuance of a continuing contract owing to the quantity or duration of the services required.
2. Services that must be combined with facilities and/or equipment not readily available to the District.
3. Services that, traditionally, have been contracted out.
4. Services that cannot be provided by our existing staff owing to the need for specialized skills or training.
5. Non-classroom services not currently provided.

Article 2: Personnel – Rights and Responsibilities

Section 1: Staff Member Rights

1. **Against Discrimination:**

    a. Staff shall be entitled to full rights of citizenship. There shall be no discipline of or discrimination against any person because of that person's age, sex, sexual orientation, including gender expression or identity, religion, age, veteran or military status, marital status, race, creed, or color. Nor shall there be discipline, or discrimination based on the presence of any sensory, mental or physical handicap disability, unless it is based on a bona fide occupational qualification or unless the particular disability prevents the proper job performance of the particular staff member.

    b. Religious or political activities of the staff member that occur outside of the workday and the private and personal life of the staff member will not be grounds for disciplinary action unless such activities adversely impact the performance of assigned duties.

2. **Legal:** Nothing contained herein shall be construed to deny or restrict to any staff such rights as he or she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but in addition to those provided elsewhere.

3. **Liability:** The District will defend staff members from allegations arising out of any act or failure to act, provided that at the time of the act or omission complained of the staff member was acting in good faith within the scope of his/her employment and in compliance with Board Policies and District Regulations.

Section 2: Right of Due Process

Right to Representation: An employee has the right, upon request, to have Association representation during any disciplinary proceeding. When an allegation of misconduct is made against an employee and that allegation, if true, could be cause for discipline, the District will take the following steps in the investigative process:

1. **As to the Association:** The District will inform the Association of the general subject matter of the allegation prior to the investigatory interview.

2. **As to the Employee:**

    a. Weingarten - An employee has the right to have an Association representative present during an investigatory interview that the employee reasonably believes may result in discipline. If the employee requests representation for the investigatory interview, the District will provide the employee the opportunity to consult with the Association, and schedule meetings with the employee when representation is available, within a reasonable amount of time.

    b. At the investigatory interview, the District will inform the employee of the allegation(s) of misconduct, and any directives to be followed by the employee during the course of the investigation. Disciplinary action may result if the directive provided during the investigation is violated by the employee.

3. **Letter of Direction:** A Letter of Direction is a directive issued by an administrator or supervisor to an employee and may result in disciplinary action if the directive provided is violated by the employee.

4. **Intent of Discipline:** Discipline will be corrective rather than punitive and will, except for serious offenses, follow the following line of progression:

    a. Documented as a verbal reprimand (dated, signed by the supervisor, signed and dated as having been received by the employee, and~~,~~ recorded in the employee's building file and personnel file);
    b. Written reprimand (dated, signed by the supervisor, signed and dated as having been received by the employee, and recorded in the employee's personnel file only);
    c. Suspension with pay;
    d. Suspension without pay;
    e. Dismissal.

5. **Progressive Discipline:** No employee shall be disciplined except for just and sufficient cause. Specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing at least two (2) working days prior to discipline being issued. The employee has the right to the opportunity to respond in advance of discipline being issued (Loudermill). To the extent possible, all disciplinary actions(s) should be completed in a timely manner.

6. **Excluded:** Performance evaluation and probation are not covered under this section.

Section 3: Academic Freedom

1. **Academic Freedom:** It is the policy of the Board to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. These democratic values can be transmitted best in an atmosphere that avoids censorship and inappropriate restraints upon free inquiry and learning, and in which academic freedom for the staff and the student is encouraged.

2. **Definition:** Academic freedom in the schools is defined as the following:

    a. The right to teach and learn about controversial issues related to the staff member's curricular assignment that have economic, political, scientific, or social significance.

    b. The right to use supplemental and/or ephemeral materials, which complement Standard Instructional Materials, and that are relevant to the levels of ability and maturity of the students and to the purposes of the school system.

    c. The right to maintain a classroom environment that is conducive to the free exchange and examination of ideas that have economic, political, scientific, or social significance.

    d. The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion that are generally accepted by staff in an instructional environment.

    e. The right of staff to present balanced views relating to controversial issues as they are studied in the classroom.

3. **Guidelines:** Guidelines for selection of controversial issues to be studied in the classroom are the following:

    a. The issue should be suitable for students of the maturity and background represented in the class.

    b. The issue should provide the student an opportunity to study controversial issues that have political, economic, scientific, or social significance as related to the staff member's curricular assignment.

    c. The issue should provide the student instruction, which balances various and/or conflicting points of view in an atmosphere free from bias and prejudice.

d. The issue should provide the students their right to form, identify, and express their own opinions on controversial issues as long as a balanced presentation is made on conflicting positions.

4. School sponsored media: A staff member who is employed, assigned or designated by the District to supervise or provide instruction relating to school-sponsored media is afforded the rights and subject to the responsibilities in RCW 28A.600.027.

Section 4: School Visitors, Parental Complaints and Unauthorized Recording of Staff

1. Parents and Other Community Members: Principals and staff members are encouraged to provide opportunities for parents and other community members to visit school and the classrooms. These opportunities include activities such as open houses, curriculum nights, and visits to the classrooms on days when school is in session. Classroom visitations could include times when programs are presented for parents or a visitation during a regular classroom period.

2. Guidelines and Procedures: The following guidelines and procedures should be followed so that visitations do not cause undue interruption of the classroom program:

   a. During the school day, only parents, guardians, and adult relatives of students; volunteers; and invited guests are allowed to visit any District school. As used herein, "invited guests" are those visitors to schools who are not parents or guardians of students at the school, who have been specifically invited to the school by school officials.

   b. Visitations to the classroom or instructional setting shall be planned in advance and are to be approved by the principal and the staff member. The time will be scheduled after the principal and the staff member have discussed the purpose of the visit.

   c. A reasonable amount of time will be afforded the visitors and the staff member to confer before and after the visitation, as appropriate, if the visit was made to observe a specific student or specific staff member.

   d. The principal shall clearly understand the purpose of the proposed visit. Only the principal or his/her designated representative may visit a classroom for the purpose of the evaluation of a staff member(s).

3. Administrator General Visitations: Nothing in the above shall preclude a principal, assistant principal, or district administrator from conducting a general visitation of the facility, including classrooms or instructional settings, in a manner that s/he believes to be only minimally disruptive.

4. Visitations from Staff members: A staff member shall give reasonable notice prior to visiting the classroom or instructional setting of a colleague for the purposes of providing that staff member instructional support. The colleague may request to reschedule the visit in a timely fashion.

5. Parent Complaints: A parent or community member shall be required to attempt to resolve a problem with the individual staff member prior to filing a parent complaint form as per District Regulation 4220.

   a. Complaints Concerning Staff or Programs (4220)

   b. Parent Complaints Against District Employees Form (4220F)

   c. Complaints Concerning Staff or Programs Procedures (4220P)

   d. If the identity of the person expressing a concern related to the performance or conduct of a staff member is not made available to the staff member together with a description of the concern, or if the procedures in District Regulations have not been followed, the concern from that person shall not be used in the evaluation of the staff member.

6. **Video or Audio Taping:** No device shall be installed in any classroom or instructional setting or brought in on a temporary basis that would allow a person to be able to listen to or record the instruction in any class or instructional setting without the express advance knowledge of the staff member involved. Meetings with parents will not be recorded unless required by law or with the permission of each participant. These restrictions on recording do not restrict the District from using video equipment and reviewing video footage for safety and security purposes.

Section 5: Staff Member Files

In accordance with WAC 181-88 and RCW 28A.400.301, no information related to substantiate verbal or physical abuse or sexual misconduct may be removed from any employee file.

1. **Personnel Files:** Personnel files shall be regulated as follows:

    a. For each staff member, the District shall maintain a personnel folder that shall initially contain the following items:

        i. Application

        ii. Letters of recommendation and commendation

        iii. Evaluation reports required to be maintained in the personnel file

        iv. Pertinent data covering salary level, additional credits, and/or degrees earned.

    b. Materials other than those defined in a. i, ii, iii, and iv, above, may not be placed in a staff member's file until:

        i. The staff member has been given the opportunity to read and sign the materials. The signature of the staff member does not imply that the staff member agrees with the contents of the document.

        ii. The staff member has been given an opportunity to attach any materials of his or her choice to the material.

    c. Staff members may add materials to their personnel files.

    d. Materials reviewed by a staff member and judged by that staff member to be untrue, misleading, or irrelevant to employment may be removed from that staff member's file if one (1) or more of the following criteria are met:

        i. The original writer agrees with the staff member that the material should be removed.

        ii. The Superintendent or his or her designee agrees with the staff member that the material should be removed.

        iii. A grievance pertaining to the disputed material is resolved.

    e. Health and medical information provided to the District will be maintained in separate, confidential medical files in Human Resources and/or the Business Office. The District does not request third parties or require staff members to provide information about health or medical conditions of the staff member or the staff member's family unless such information is related to:

        i. administering leave by way of medical certification as allowed by law;

        ii. reasonable accommodations for the performance of duties within the scope of employment;

iii. fitness to hold the staff member's position under Article 9.4.7 and 9.4.8; or

iv. a staff member's fitness for duty.

f. Personnel files (or copies) may be sent out of the District only if authorized by the staff member.

g. A staff member may request a copy of any materials included in her or his file. If necessary, the District may make a one-dollar charge to cover the cost of producing these copies.

h. Documented verbal reprimands and written reprimands will be removed at the staff member's request from her or his personnel file after two (2) years, provided there are no additional reprimands added during the two (2) year period, and retained only if required by law.

i. Access to the staff member's file shall be restricted to:

i. The Superintendent, his or her designee, and their respective confidential staff.

ii. The staff member's supervisor, principal, or administrator responsible for the staff member's performance evaluation.

iii. The subject of the file.

iv. The School Board in executive session pursuant to a personnel matter.

v. Anyone with written authorization by the staff member or anyone accompanied by the staff member whose file is being examined.

j. Personnel files shall be kept in lockable files in the Human Resources Department. Files of staff members who have left the District also shall be kept in lockable files in the Human Resources Department, but in an inactive file. Keys to these files shall be limited to the Superintendent and/or the Superintendent's designee or their respective confidential staff.

k. Inspection:

i. The personnel file of a staff member shall be open to his/her inspection in the presence of the Superintendent, Assistant Superintendent of Human Resources, or their respective confidential staff. An appointment must be made in advance.

ii. A staff member may select a witness to be present during examination of his/her file.

2. Building Files:

a. The contents of all individual files maintained by building principals and/or program managers will be shown to the respective staff member. Staff members will be requested to sign each document kept in their building files to acknowledge that they have seen their building file contents. The signature of the staff member does not imply that the staff member agrees with the contents of the document. If the individual is asked to sign a document and refuses, it will be documented that the information was shown to the individual, but s/he refused to sign.

b. A staff member may attach a written statement or other materials to any document contained in his/her building file.

c. Letters of Direction will be removed from building files after two (2) years, provided there are no reprimands related to the directives in the underlying Letter of Direction. Documented verbal reprimands will be removed

at the staff member's request from her or his building file after two (2) years unless subsequent discipline has been issued within the two (2) year period. Every two (2) years there will be a mandatory review of all building files. Materials in a staff member's file that are unnecessary for record keeping will be removed and destroyed.

Section 6: Student Behavior and Interventions

The District and the Association recognize that student behavior is often times the result of underlying situations and events that the student has experienced in their life. It is imperative that in addressing student behavior, we consider factors at play such as racism, prejudice, marginalization, and mental health.

1. **Expectations of Student Behavior:** To maintain a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. The District recognizes the right and responsibility of a staff member to take appropriate disciplinary action to correct a student who disrupts normal classroom activities, abuses or insults a staff member, willfully disobeys a staff member, uses abusive or foul language, violates school rules, or otherwise interferes with an orderly educational process. In incidents that require administrative intervention the staff member will make reasonable effort to inform the appropriate administrator as to the nature of the offense.

2. **Learning Atmosphere:** The Board shall ensure that the rules adopted pursuant to WAC 392-400 shall be interpreted to ensure that the learning atmosphere of the classroom is maintained and that the highest consideration is given to the judgment of qualified staff member regarding conditions necessary to maintain the learning atmosphere.

3. **Support of Reasonable and Prudent Judgment:** In the exercise of authority by a staff member to control and maintain order and discipline, the staff member may use reasonable and prudent judgment concerning matters not provided for in specific Regulations adopted by the District and not inconsistent with federal or state laws or regulations. The Board, Superintendent, and school administrators shall support and uphold staff in their efforts to maintain discipline in the District and shall give timely response to all staff members' requests regarding discipline problems. Further, the Board supports the authority of staff to use prudent corrective actions as defined in WAC 392-400 for the maintenance of the learning atmosphere and the safety and well-being of students and staff.

4. **Student Suspension or Expulsion:** Staff may recommend student suspensions and/or expulsions to District administrators. Student disruptions and distractions shall be documented carefully, by the staff member, specifying dates of occurrence and specific acts. The involved parties, such as the principal, staff member and counselor, shall develop a plan to assist the student in modifying the behavior that resulted in the disciplinary action. Affected staff members will be informed if the student has requested an opportunity to participate in developing the plan. If the parties cannot agree on a plan, the principal shall be responsible for the plan.

5. **Annual Training:** The District shall provide instruction for all staff concerning all applicable federal, state, and local laws and District rules, regulations and procedures pertaining to student rights,staff rights, due process, the processing of student discipline and improvement of student-staff relationships, communication skills and staff effectiveness no later than September 30 each year.

6. **Disruptive Students:**

    a. **Emergency Removal:** (WAC 392-400-290) Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a staff member's supervision may be excluded by the staff member from his/her individual classroom or activity area for all or any portion of the balance of the school day, or until the principal or designee and the staff member have conferred, whichever occurs first. Except in emergency circumstances, the staff member first must attempt one (1) or more alternative forms of corrective action. In no event without the consent of the staff member may an excluded student return to the class during the balance of the class or activity period or up to the following two (2) days, or until the principal or his/her designee and the staff member have conferred, although special rules may apply to Students with an IEP or Students with a 504.

        i. The principal or designated school authority shall meet with the student as soon as reasonably possible

following the student's removal and take or initiate appropriate corrective action. Prior to or at the time of the student's return to the subject(s), class(es) or activity(ies), the administrator shall notify the affected staff of the action taken or initiated.

ii. Prior to readmission of a student, following a suspension or discipline in excess of five (5) days as per procedures outlined in District Regulation, the appropriate administrator will provide a communication to all parties (staff, principal, parents or guardian and student) as to the expected behavior of the student at school.

b. In the event that a staff member is assaulted, harassed, and/or threatened by a student, or when there is known imminent threat of such behaviors, appropriate steps will be taken to ensure the safety of the staff member. Such steps may include, but are not limited to, those allowed by applicable by law, such as the creation of a behavior contract, removal of the student from the employee's classroom, and/or provision for mental health evaluation and support for the student. Best practices as recommended by the District Student Discipline Committee will be employed to aid in supporting students.

c. If a staff member absorbs a class as a result of disruptive behavior, they shall be paid at the per diem hourly rate of pay similarly to Article 4 Section 4.

d. When the District is aware of a student's behavior that could cause harm physically and/or emotionally to students and/or staff, the educators that work with the student shall be informed as soon as reasonably possible in order to help support the student and de-escalate potential problems.

7. Threat of Injury, Weapons and Other Dangerous Devices on School Property or at School Activities: On District property or at school-sanctioned activities, the District prohibits the threat of injury, possession or use of weapons, explosives, firecrackers or other items capable of being used for personal intimidation or for producing bodily harm and/or destruction of property.

a. Prohibited weapons and other dangerous devices include, but are not limited to, any weapon listed as a deadly weapon in RCW 9A.04.110, RCW 9.41.250 and 280, local ordinances or District rules. The District will cooperate with the prosecution to the fullest extent of the law any non-student(s) in possession of or using any such weapon or other dangerous device.

b. The District will expel immediately on an emergency basis any student(s) discovered in possession of or using any such weapons or other dangerous devices. The District may expel immediately on an emergency basis any student(s) discovered to own such weapons or other dangerous devices in the possession of and/or used by another person on school property or at school-sanctioned activities.

c. The emergency expulsion will continue so long as the superintendent or his/her designee has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to individuals (a student or students, staff, or other school personnel), or an immediate and continuing threat of substantial disruption of a class, a subject, an activity or the educational process of the school. An emergency expulsion must end or be converted to another form of corrective action within ten (10) school days from the date of the expulsion.

d. On or around school premises, staff are authorized to use reasonable force upon or toward a student or other person under the following circumstances: whenever it is believed that a staff member is about to be injured, when an staff member comes to the aid of another individual who is being injured or who s/he believes is about to be injured; and to prevent a criminal trespass, a malicious trespass, or other malicious interference with either real property or that personal property that is in the staff member's possession or that is in the possession of a student or another staff member.

e. The principal will promptly and thoroughly investigate reports and rumors regarding weapons or other dangerous devices and take prompt, appropriate action designed to protect all students and staff and their property.

Section 7: Lactation Breaks

Breaks for Lactation/Expression of Milk - The District shall not discriminate against, discipline or take any adverse employment action against any employee because such employee has elected to exercise their rights under this section. The District shall provide a reasonable break time for an employee, while individual needs may differ recommended planning is for not less than 15 minutes, to express breast milk each time the employee has a need to express milk. The District shall provide a private location, other than a bathroom, to accommodate the employee's needs to express milk. The location provided shall be private and free from intrusion and must be functional as a space for expressing milk. Whenever possible the space will include seating, adequate light, a sink with running water, or be as close to a water source as possible that is not a bathroom.

Additionally, the district or building administrator shall work with the employee to identify a convenient location and work schedule to accommodate their needs. The district or building administrator shall provide a system for reserving a space. The district or building administrator shall ensure that staff have the ability to access the space independently.

Article 3: Conditions of the Work Day and Duties

Section 1: Work Day Defined

1. **7.5-Hour Workday:** Each staff member will be on duty for a total of seven and one-half (7.5) continuous hours on Monday, Tuesday, Thursday and Friday, which will include a thirty (30) minute duty-free lunch break. A part-time staff member's workday will be defined as being equivalent to his/her contract percentage of the full-time 7.5-hour workday.

2. **8-Hour Workday:** Each staff member will be on duty for a total of eight (8) continuous hours on Wednesday, which will include a thirty (30) minute duty-free lunch break. A part-time staff member's workday will be defined as being equivalent to his/her contract percentage of the full-time 8-hour workday.

3. **Student Contact Time**: No staff member shall have more than five and one-half (5.5) hours of contact time during any one (1) workday.

4. **Non-Instructional Time:** The time staff members are required to be on site, before and after the school day, outside of Student Contact Time and Wednesday Planning Time. (Previously called WAC time)

5. **Supervision**: Staff members will not be required to supervise students during the staff member's NIT time. However, they will be available for student contact during these times.

6. **Travel between Buildings:** Staff members who are regularly required to travel between buildings during their workday and/or workweek will have scheduled, reasonable time for such travel. Split assignments which involve travel between high school and middle school or elementary shall be dealt with on an individual basis. The District and the Association will meet to discuss split schedules and travel time by October 1 of each year.

7. **Days before Breaks:** Staff in each building will have the option of leaving when the students do on the day before the first winter break, the day before the second winter break, and the day before spring vacation. On the day before Thanksgiving, elementary staff will have the option of leaving when the students do and secondary staff will have the option of arriving fifteen (15) minutes before students arrive.

8. **Break for Staff members:** No staff member shall be required to teach longer than 2.5 continuous hours without recess, planning time, lunch, or some other break. It is the building administration's responsibility to identify such staff and to assure solutions for the staff members in these situations.

9. **Direct Services:** In-person interactions between school counselors or other educational staff associates assigned to implement comprehensive school counseling programs and students that help students improve achievement, attendance, and discipline.

10. **Indirect Services:** Services provided on behalf of students as a result of interactions with others by school counselors or educational staff associates assigned to implement comprehensive school counseling programs that allow school counselors or educational staff associates to enhance student achievement and promote equity and access for all students.

Section 2: Preparation Time and Number of Secondary Course Preparations

1. **Secondary**: All secondary staff members shall have a time equal to minimum of one (1) class period during each student day for the purpose of planning and preparation.

2. Secondary classroom teachers will be limited to three (3) daily preparations unless a staff member chooses to exceed three (3). Examples of preparations are the following: teaching a Math 1.0, a Math 1.5, and a Math 2.0 is three (3) preparations; teaching a one (1) hour integrated curriculum class is one (1) preparation; teaching a two

(2) hour integrated curriculum class is two (2) preparations; and teaching two (2)identical two (2) hour integrated curriculum classes is two (2) preparations.

3. Elementary: All elementary staff members who average at least five (5) hours per day of contact time with students shall spend at least 250 minutes per five (5) day school week in preparation and planning during the work day. Teachers shall be released from their classroom duties through the use of certificated specialists for an average of at least thirty (30) minutes during the student day.

4. Elementary Specialists: To the extent possible music and PE schedules shall be created so that each classroom will receive the same educator for all sessions during the week.

5. If a part-time staff member ends up with a split schedule, time that is not considered instructional, planning, student contact, or not a part of their regular schedule, shall be considered duty-free.

6. Part-Time Staff Members: Part-time staff members will have planning and preparation time equivalent to their contract percentage of a full-time staff member in an equivalent position.

7. Staff Members without a Location for Prep Time: Staff members without an area that is usually available to use during the preparation period shall discuss the problem with the building principal. The most satisfactory solution available shall be worked out within the constraints of space available.

8. ECE and Bridge to K: Teachers who teach both AM and PM classes will be ensured a thirty (30) minute duty-free lunch and at least nine (9) minutes unencumbered preparation time between sessions.

Section 3: Wednesday Time for Professional Development and Professional Work

1. Time for Professional Development and Professional Work: To meet the educational mission of the Issaquah School District, staff shall be provided time for professional development, collaboration, and work related to moving forward the District Educational mission. The District shall establish a schedule of early release at elementary schools and late arrival at secondary schools on Wednesdays.

2. Establishment of Goals: The Board of Directors has established the educational mission for the Issaquah School District. Programs, buildings, and certificated staff goals shall align with and promote the District's educational mission. The building administration, in collaboration with building leadership, shall establish the building's School Improvement Plan (SIP). The building administration, in collaboration with building leadership may choose to establish additional mission-directed goals based on need. Buildings and programs may use existing groups such as teacher and leadership teams, SIP teams, department heads, team leaders, or other existing leadership groups for assistance in implementing the building goals and providing feedback on progress to building/program administration. Departments, teams, and grade levels are responsible for implementing the goal(s).

3. Time Structure for Wednesdays:

   a. Elementary:

      i. Up to ten (10) Wednesdays, not to exceed two (2) in any month, for up to 120 minutes per Wednesday, may be used by the district and/or building for meetings within the contractual day.

      ii. The remainder of the non-instructional time on these Wednesdays is Staff Directed time before and after the student day. Any Wednesdays being used in September and October shall be communicated to staff upon the first August workday.

   b. Secondary:

      i. Up to ten (10) Wednesdays, not to exceed two (2) in any month for up to ninety (90) minutes per Wednesday, may be used by the District and/or building for meetings within the contractual day.

ii. The remainder of the non-instructional time on these Wednesdays is Staff Directed time before and after the student day. Any Wednesdays being used in September and October shall be communicated to staff upon the first August workday.

iii. The parties have also determined under Article 3 Section 4 that meeting as a group of qualified professionals enhances the learning environment for students, thus staff will be available to meet statutory and/or contractual requirements as determined by the building administrator on seven (7) additional Wednesdays. These seven (7) additional Wednesdays will occur, not more than one (1) a month, as determined by the building administrator.

iv. The remainder of the non-instructional time on these Wednesdays is Staff Directed time before and after the student day.

c. Wednesdays that are not District/building directed Wednesdays or secondary Statutory/Contractual Requirement Wednesdays are Staff Directed time. Staff determines the work that will be performed during this time based on their professional judgment. The sole exceptions are the tasks and duties necessary to the normal operation of the building. Any such meetings held before the school day must end at least ten (10) minutes prior to the start of the student day.

4. Accountability: The District educational mission directed goals must be specific, measurable, attainable, research-based and time bound. The building administration and the building leadership in collaboration with the District shall develop the accountability system and data collection tools for measuring the progress toward the goals. This system shall provide evidence of implementation and progress toward the mission-driven goals. Multiple measures will form this accountability system. The building and program may use, but are not limited to, assessments such as SIP formative assessment goals. Additionally, the accountability system may include reports, minutes, summaries, forms, verbal conferences, year-end assessments, existing student products, credits and clock hours, benchmarks for time, monitoring walk-throughs, and monitoring reports for the Board of Directors.

5. Elementary Staff Early Release: At the elementary level, all staff will have the Wednesday before the first winter break and the Wednesday before spring break as the only days staff can leave with their students as compensatory time. Using their building decision making process, school building staff may request a waiver to change one (1) of the designated days to another Wednesday for all staff. If Wednesday is the last day before the winter break begins, the preceding Wednesday will be designated as the compensatory day.

6. Parent Conferences Outside the Contracted Day: Consistent with Article 4, Section 8 (1.a.ii) in the event that conferences are held outside the workday in order to accommodate parents, up to six (6) hours per year of Staff Directed Wednesday time or Wednesday Staff Directed Non-Instructional Time may be taken after conferences occur as compensatory time.

7. AM Kindergarten District Directed Wednesday Time: AM only kindergarten teachers will be compensated for remaining to plan collaboratively with their colleagues on the early release District Directed Wednesdays days at a rate that is proportional to their contracted teaching day.

Section 4: Teacher and Professional Meetings

IEA and the District agree that the professional growth of educators benefits students and the school system as a whole. Both parties also agree that offering effective and relevant professional development is a critical part of a healthy and thriving school system and helps staff deliver high quality instruction that helps ensure student success. To that end, IEA and the District agree the staff input and feedback on the efficacy of district-run professional development shall be a part of all district-run professional development.

1. The District will collect feedback relevant to each district-run professional development. This feedback should be collected in efficient and consistent means for the purpose of comparing data.

2. Each building will develop a process for educator input and feedback on the efficacy of building developed/run professional development. The educators in each building will be made aware of the opportunities for input and feedback.

3. IEA and the District agree that in order to grow in practice, educators need to time to develop and apply their learning while collaborating with colleagues. Effective professional development provides time for educators to begin applying and implementing the learning. To that end, when planning district-run professional development, the District shall consider educators' need for time to apply and implement. To that end, the District will make every effort to build in application time when the professional development requires or necessitates application

4. Attendance at meetings and other professional work may be assigned by the principal, provided such meetings and work fall within the continuous workday on Monday, Tuesday, Thursday, and Friday, or Wednesday during Non-Instructional Time on Staff Directed Wednesdays. It is also recognized that a considerable portion of a staff member's work week is required for planning and preparing daily lessons, communicating and meeting with students and parents, discussing and developing instructional materials and methods with colleagues, and attending department/team and various student evaluation meetings.

5. The District and the Association both recognize that meaningful, effective and relevant meetings are essential to a high functioning organization. Both parties agree that collaboration, in both small and large groups, is an effective way to support instruction and build a positive workplace environment.

6. In order to balance the interests outlined in sections 1 through 2 above, the parties agree to encourage building principals and staff to work together to successfully meet everyone's professional needs.

7. In order to effectively support staff, building administrators and program administrators will communicate with staff and may request communication from staff, formally or informally as appropriate, in order to support teams and departments, address building needs, determine other appropriate and timely supports, develop action plans and foster ongoing building collaboration.

8. For the above reasons and to protect staff members' professional time, required staff wide business meetings and required professional development trainings, other than on the designated Wednesdays, shall be limited to:

General Staff and Professional Development Meetings

a. At the elementary level, the principal may hold up to two (2) per month, exclusive of Wednesdays, which may extend up to a combined total of one (1) hour beyond the contracted workday each month. These meetings must be contiguous to the workday. Administrators will hold no more than one (1) meeting per month in November, December, February, and April. Any such meetings held before the student day must end at least ten (10) minutes prior to the start of the student day. This does not include emergencies.

b. At the secondary level required staff wide business meetings, and required professional development will occur on the ten (10) building and district Wednesdays.

c. At the secondary level any required staff business meetings held before the student day must end at least ten (10) minutes prior to the start of the student day. This does not include emergency staff meetings. Regularly scheduled staff-wide business meetings will be announced sufficiently far in advance to permit planning by members of the faculty.

d. All part-time staff, including long-term substitutes, will be required to attend these meetings or trainings equivalent to their individual contract percentage of a full-time staff member.

e. Job-share staff shall be governed consistent with Article 7 Section 6.

9. Meetings other than General Staff Meetings and Professional Development:

a. Evaluation Group (EG)/IEP Meetings:

i. The Evaluation Group is a group of qualified professionals created to complete student evaluations and to

determine the students' eligibility for special education services. The EG will determine which staff should attend the Educational Plan (IEP) meeting. EG/IEP meetings are the responsibility of the Special Education Program.

ii. Whenever possible, meetings will be held during the workday.

iii. For meetings held outside the workday, special education staff are compensated by way of the special education stipend. The EG Leader or IEP case manager is responsible for providing General Education Staff participants with Request for Compensation forms.

iv. The Association and District will work together to support staff and administrators in setting boundaries on frequency and duration of required meetings. The parties do not believe it is good practice to use staff planning time for these meetings.

b. Teacher Support Teams (TST)

i. The Teacher Support Team will be building-based, normally meet during the workday, with any outside of the workday meetings approved by building administrator and funded from building funds.

ii. These meetings are not covered by special education laws, i.e., the meeting and function is not pre-referral.

iii. TST meetings are under the jurisdiction of the principal and are not a Special Education program. Teacher Support Teams will assist in activities such as 504 review and program development, prevention strategies, and instructional strategies.

iv. Teacher Support Teams are under the leadership of the building administrator and could include the counselor, specialists, teachers, and other staff resources that are appropriate and available.

v. TST meetings held outside of the workday will be compensated at the staff member's per diem rate of pay. TST meetings may be integrated into the building's Guidance Team upon the recommendation of the TST and/or the discretion of the building administrator.

c. Guidance Team:

i. All reasonable effort will be made to schedule Guidance Team, Evaluation Group, and IEP Meetings during the regular workday. Compensation for meetings held outside the workday is covered for special education staff through their Special Education stipend.

ii. If the Guidance Team meeting results in a referral for special education, a request for compensation for certificated regular education staff shall be sent to Special Services for payment at their per-diem rate from the IEP General Education Meeting Pool. The Special Projects compensation may be available for special circumstances with administrative approval.

iii. All Guidance Team members (including Special Education Staff) who participate in meetings that do not result in a referral for special education and these meetings occur outside the workday shall be compensated from building funds at their per diem rate of pay.

10. Meeting Language Intent and Remedy for Concerns: Every effort shall be made to ensure that time before and after school is not unnecessarily interrupted. This provision, however, will accommodate the performance of tasks and duties necessary to the normal operation of the building as allowed in Section 4. Concerns regarding excessive meetings, tasks, and duties shall initially be discussed at Labor Management meetings, prior to being discussed at Meet and Confer meetings.

Section 5: Inclement Weather and Emergencies

1. **Inclement Weather:** During inclement weather, staff are expected to report thirty (30) minutes before the students arrive unless otherwise communicated directly to the principal.

2. **Emergency Conditions:** Each building will use its decision-making process to determine how the building staff will deal with the negative impact of emergencies such as snowstorms and earthquakes. Prior to the annual review in the fall, the District will provide each staff member any legal parameters concerning coverage of students in cases of emergency. If the emergency requires staff to stay beyond their workday, those who cover will be compensated at their per diem rate or will receive release time, per their choice.

3. **Individual Building Closure:** If a building is closed due to emergency conditions, however the District remains open, staff in the closed building will not report to their worksite. The staff and building administrator will work together to determine make-up time for the hours or day(s) missed. Make-up time will be documented.

Section 6: Staff Member Facilities and Safety

1. **Facilities and Equipment:** Each building shall have the following facilities and equipment for the use of staff members:

   a. Adequate space in each classroom or in an accessible area to safely store instructional materials and supplies.

   b. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials. Where present facilities are inadequate, they will be improved as budget priorities permit.

   c. A faculty lounge separate from the work and public area.

   d. A serviceable desk and chair and a filing cabinet for each staff member in each classroom.

   e. Well-lighted restrooms (separate for staff), cleaned regularly so as to be normally odor free.

   f. A separate dining area. Where present facilities are inadequate, they will be provided as budget priorities permit.

   g. All staff shall have access to a computer in their workspace that meets District standards. All itinerant staff shall be provided a laptop computer that meets District standards.

2. **Access to Facilities:** To permit freedom of access both during and after regular school hours, staff will be issued keys by their principal to their classroom, faculty lounge, work area, and the outside door of their assigned building. In buildings where classroom keys will not open doors to the faculty lounge and work areas, keys to those areas will be made available to the staff members for stated times by the principal upon request by the staff member.

3. **Parking:** An adequate part of the parking lot of each school will be provided for staff parking.

4. **Appropriate Work Area**: All certificated support staff (i.e., consulting teachers, MLL teachers, SAGE teachers, OTs, PTs, SLPs, psychologists, counselors, and nurses) will be assigned a work area that is appropriate for the responsibilities outlined in their respective job descriptions in each building in which they serve students. This area will be clean and ready for use at all regularly scheduled times. When conflicts cannot be avoided, the administrator will notify the involved staff member(s) in advance and will make every effort to arrange for an alternative work area during that time.

5. **Safe and Healthy Working Environment:** The District is committed to providing a safe and healthy working environment for staff. The District and Association shall form a Safe and Healthy Work Environment Committee to consist of members chosen by the leadership of each group. The committee will be charged with:

   a. Creating a procedure for promptly addressing Indoor Environment Quality concerns.
   b. Monitoring action on concerns.

c. Communicating between the staff members affected and the District's facilities administration.
d. Determining the need to obtain independent investigations from inspectors who are certified to look for contaminants.

6. **Indoor Environmental Quality:** The District shall endeavor to ensure that all buildings have a safe and healthy working environment.

   a. Concerns regarding Indoor Environmental Quality (IEQ) shall be referred to the District using the IEQ Concerns Form found on the ISD website, at each school, at IEA, and at the District Maintenance and Facilities Department office.
   b. IEQ concerns can be related, but not limited to ventilation, dust, pesticides, herbicides, toxic solvents, water intrusion, mold and mildew.
   c. The District shall investigate the concern submitted per the procedures and guidelines specified in the Indoor Environmental Quality Management Plan (found on the ISD website).
   d. The processing and handling of concerns will be monitored and reviewed by the Joint IEA-ISD Safe and Healthy School Committee.

Section 7: General Duties and Responsibilities of Staff Members

1. **Primary Responsibilities of Staff:** Under the supervision of the principal and in accordance with the adopted course of study and other provisions approved by the Superintendent, each staff member will:

   a. Be responsible for assessing the needs of the students and for providing a suitable learning environment to meet their needs.

   b. Be responsible for the planning and preparation of the instructional program, including the preparation of lesson plans as necessary so that the instructional program is uninterrupted in the event of the staff member's absence or an emergency.

   c. Be responsible for the evaluation of each student's educational growth and development and for making periodic reports to parents or guardians as well as to the designated school administrator. If there is a dispute over a student's grade, an administrator shall consult with the involved staff member. After this consultation, the grade may be changed for the following reasons:

      i. The staff member and administrator mutually agree to the change, or
      ii. An error has been made, or
      iii. The administrator believes the staff member has been arbitrary or capricious in assigning the grade.

   d. Maintain order in the classroom.

   e. Follow adopted curricula. Preparation of instructional program will include attendance at staff meetings and other professional work as may be assigned by the principal.

   f. Report promptly to the principal any serious accident or illness affecting students in his/her charge and maintain safe and healthful conditions in the classroom.

   g. Continue to improve his/her classroom methods and techniques by attending workshops, summer school, professional meetings or conferences, as well as keeping abreast of current educational innovations through professional literature.

   h. Share with other staff the responsibility for supervision of activities and student behavior outside the regular classroom.

i. Educators will rely on their professional judgement to establish expectations for student work submission and deadlines for those submissions.

j. Educators will rely on their professional judgement to assist struggling learners and determine the best approaches for supporting all learners.

k. Educators will rely on their professional judgment to determine when additional opportunities are appropriate for assessments, as well as how best to include additional opportunities for assessments in their practice. Such opportunities may not be available for end of course or final assessments.

l. Secondary staff will be responsible for returning graded student work, and providing feedback, to students in a timely manner as appropriate to assignment or discipline.

m. Secondary staff will be responsible for the timely entering of graded student work into the district online reporting tool to provide students and families with current information. Staff will enter graded student work into the district online reporting at least every three (3) weeks.

2. Additional Duties: Each staff member will:

a. Share with other members of the staff the responsibility for chaperoning events held in the name of the school or its organizations. The club or activity advisor is responsible for arranging that chaperones are present from the beginning to the close of all events. If a sufficient number of scheduled chaperones do not arrive, the advisor shall notify the principal.

b. Obtain the principal or administrative designee's approval, prior to scheduling educational field trips or other class work outside the school grounds.

c. Refer to the principal or administrative designee for prior approval of all communications of official matters sent from the school to the parents or guardians of students.

d. Report any change of the staff member's mailing address or telephone number to the principal's office; changes should also be conveyed to the Payroll and Human Resources Departments at the Administration Center.

e. Neither furnishes nor permits to be copied from the school records, any list of students' names, their residences, their telephone numbers, or other student data for any purpose other than for requirements of the schools.

f. No deliberate act, which requires or pressures student to purchase equipment, supplies or services in private capacity.

g. Assist the students and other staff in keeping the building orderly.

h. Comply with the provisions of WAC 180-44 (Teacher Responsibilities).

i. Attend curriculum night, as scheduled by building staff, without expectation of additional compensation.

3. Flex Period at Comprehensive High Schools: The current seven (7) period schedule includes three (3) days per week in which all seven (7) periods meet in equal class lengths, while during two (2) days per week there are extended learning periods, as well as a flex period intended to provide academic support within the student day. Per EL 10, the Superintendent recommends schedules to the Board and they may only be altered with Board approval.

a. The flex period is not intended to create additional preparation for certificated staff. During the flex period certificated staff may have responsibilities in the following categories:

i. Student Academic Support

ii. Social emotional learning lessons

iii. Supervision during school-wide required activities

b. When the flex period includes a pre-written lesson, identification and development of the curriculum used shall not be the responsibility of certificated staff members. Curriculum materials, with the exception of student created materials, will be provided no later than ten (10) work days before staff members will be presenting the material to students. After curriculum is provided, staff members will be provided multiple opportunities to receive optional training and/or support on the content during their work day.

c. The District will identify a digital tool for use during Flex Time and shall provide the necessary training for certificated staff members using the tool. The identified tool shall have the ability to do the following:

i. Designate seats during Flex period for particular topics or student support

ii. Set available seats in a section, typically 25 students per instructor, unless a larger or smaller grouping is requested by the staff member for a specific academic intervention

iii. Allow administrators to place students with certificated staff for academic interventions

iv. Easily record student attendance on days when students disperse from their preceding class period

d. Part-time certificated staff may be required to work the Flex period that is associated with their regularly scheduled assignment. As a result, part-time certificated staff may be required to work the flex period up to once per week as follows:

i. Certificated staff whose current FTE assignment is equivalent to 0.2 or less will not be required to work a flex period.

ii. Certificated staff whose current FTE assignment is equivalent to over 0.2 to 0.8 may be required to work up to one flex period per week. Certificated staff will not be required to work a flex period that does not fall within their regularly scheduled assignment.

iii. Part-time certificated staff who are required to work a flex period may review and provide input to the principal as to which flex period they are required to work weekly. Reasonable effort**s** shall be made to address the needs of part-time staff members.

e. The ISD shall provide notice that the cost to a certificated staff member for "pay minus sub costs" such as in Article 9, Section 1.5 or Section 4.5 will increase over the costs associated with a six (6) period schedule.

4. Classified Staff Evaluation: While staff members who have the support of classified staff may be asked for input regarding the classified staff's performance, the staff member is not responsible for the written evaluation of classified staff. Staff members who accept supplemental contracts that include supervisory responsibilities are exempt from this provision.

Section 8: Communication Norms

1. Parent and Student Communication:

a. Staff is provided with Non-Instructional Time outside the student day, to be available to confer or interact with parents and students. This time is also used for staff, grade level, departmental and District and building committee meetings. Athletics and student activities may also take place during this time.

b. Staff is encouraged to provide parents with general information concerning their pattern of responding to phone calls and emails. Staff members are encouraged to instruct parents to contact the office directly in the case of emergencies.

c. In the event that a staff member becomes the target of harassing or demanding e-mails, the staff member will request that the supervisor assist in intervening with the e-mailer, in accordance with the District Civility Regulation 5282.

2. When considering what constitutes a "timely" response to a parent's phone message or email two (2) work days, absent extenuating circumstances, will be considered timely.

3. Email and Record Keeping: Staff will be expected to use the District approved e-mail and electronic record-keeping systems in their daily work.

4. Technology Organization and Communication Expectations for Staff

ISD and IEA acknowledge a common goal in using technology to enhance and support student learning, while empowering them with the information they need to use that technology. ISD and IEA acknowledge that maintenance and updating of information on ISD platforms is an essential part of providing access to learning for students and families. This work continues year-to-year regardless of the technologies being used and is integral to creating vital learning communities. Teachers will be compensated for this work as specified in Article 4, Section 10 and this work will be referred to as Technology Organization and Communication Time.

In order to support student and family access to learning, educators will regularly maintain and update information about the learning in their classroom according to the following guidelines:

a. Classroom teachers will use ISD approved Learning Management System(s)

b. Teachers will explain how students and parents access teacher pages at Curriculum Night. Within five (5) working days of Curriculum Night, teachers will post all relevant Curriculum Night materials on their teacher page for parents who are unable to attend the event.

Expectations for Classroom Teachers at Secondary

When classroom teachers at Secondary create digital learning spaces, they will do so on ISD approved learning management system(s) and make the following information available on the platform's teacher page that is available to students and parents.

i. The course name, teacher name and all appropriate district contact info (including email and phone #)
ii. Prominently located links that enable students to navigate the course, such as the course materials, tech tools and other high traffic items
iii. Alphabetized navigation when possible
iv. Announcements, if applicable
v. Grades
vi. A list of assignments and/or due dates as applicable
vii. Teachers will make materials appropriately available to absent students
viii. Syllabus and/or classroom or program expectations
ix. Link to the School Resource page developed by Ed Tech or School Leadership

Expectations for Classroom Teachers at Elementary

When classroom teachers at Elementary create digital learning spaces, they will do so on ISD approved learning management system(s) that make the following information available on the platform's teacher page that is accessible and available to students and parents.

i. Teacher name and all appropriate district contact info (including email and phone #)

ii. Teachers shall provide a typical weekly schedule which may include specialists, learning blocks and lunch/recesses

iii. Homework policy if there is one

iv. Newsletters, blogs, announcements and/or other communication should include an overview of the learning instruction and upcoming class events

v. Classroom expectations

Expectations for Non-Classroom Teachers

Non-classroom teachers also have/need to organize resources and communicate information digitally. They will use ISD approved platforms and digital tools that contribute to the organization and communication needs of their program and/or building. These may contain different types of resources and communicate different types of information.

a. Non-classroom teachers will be responsible for contributing to the site for the building(s) to which they are assigned. This content may include but is not limited to information related to: small group offerings, testing schedules, transcript requests, mental health resources, course offerings, and graduation requirements.

b. This work may be across more than one platform or space, depending on building or program need.

c. Non-classroom teachers may not have to maintain, nor be responsible for creating digital learning spaces on ISD approved learning management systems.

Section 9: District Technology Procedures and Responsible Use Guidelines for Staff

1. **District Changes to Instructional Software and Hardware:**

   a. The District and IEA will develop joint communications to notify staff of significant modifications and changes in technology.

   b. Examination, evaluation, and selection of software related to adoptions are covered in Article 5. Software selected by a staff member or building must be approved by the building technology committee and checked for systems compatibility by the Educational Technology and the Informational Technology Infrastructure Departments and is subject to OSPI Accounting Office Rules.

2. **Technology Use and E-mail Procedures for staff:** Access to computer network services is a necessary professional tool. Each staff member who uses the system must abide by these procedures in order to maintain access to the system.

3. **Responsible Uses:** All use of the technology systems must further the District mission and must be in support of:

   a. education and research for teaching and learning;

   b. communications with staff, students, parents and community;

   c. administrative purposes;

d. staff member's professional and career development.

4. Responsible Use Guidelines (RUG): Before gaining access to the network staff members must read the District's RUG. When the staff member reads the guidelines, the staff member has agreed to abide by District Regulation.

5. Unacceptable Uses: The unacceptable uses of the system by staff members include:

   a. Using the system for unlawful, unprofessional or commercial purposes. Unlawful use can include sexual, religious, ethnic or racial harassment, hate mail, defamation, sexual exploitation of minors, and copyright infringement.

   b. Staff may not disclose personally identifiable student contact information for uses other than District business. This includes student photographs, home, school, or work addresses or telephone numbers, social security numbers, and credit card numbers

   c. Activities that are destructive to the system are prohibited. These activities include: creating or propagating computer viruses, overloading the school's computer network by spamming (intentionally sending an unnecessary or annoying message to a large number of people), or hacking (intentionally breaking into restricted areas of computer networks).

   d. Use of the system to access, store, or distribute obscene or pornographic material.

   e. Destroying, modifying, or abusing software or hardware components of the system.

   f. The unauthorized installation, use, storage, or distribution of copyrighted software or materials on system computers is prohibited.

   g. Network equipment (switches, routers, etc.) and software will be connected and maintained by District Network personnel only. Any unauthorized equipment found connected to the District network will be confiscated.

   h. Use of the network for political or religious causes, solicitation, advertising, personal gain, or personal fundraising. Political purposes include promotion or negation of a point of view in any local, state, or national election – whether it is for a candidate or about an issue, including school finance elections.

6. Violation/Sanctions:

   a. If a staff member violates any District computer regulation, guideline, or administrative directive, the staff member will receive written notice of the violation and the opportunity to present an explanation before disciplinary action is taken. All disciplinary procedures will be conducted in accordance with state and federal law, and, where applicable, this Agreement.

   b. Included in the possible disciplinary actions that may be taken is removal of the staff member's computer, elimination of access rights, providing only supervised access to email, as well as other forms of discipline normally associated with just cause and progressive discipline.

7. Public Communication: Communications over the network are often public in nature. Staff should not expect that the files stored on District servers or email sent or received will be private. All staff members must understand that a request for public information may well include all of their email and stored files. Therefore, school rules and professional standards of behavior will apply. Staff are responsible for the content of any material they transmit or publish on the system.

8. Personal Use: Staff may use the network for incidental personal use in accordance with District Regulations, administrative directives, and other guidelines regarding computers, networks, and web pages. Staff use of the

network shall incur no cost to the District.

9. Privacy Section:

    a. Electronic communications on the network are not confidential or private. The District reserves the right to access and monitor network use and messages sent or received over, or stored in, the system.

    b. While the District does not have a practice of monitoring communications, it may do so where appropriate, such as in connection with an investigation of misconduct or for security purposes.

    c. The District reserves the right to disclose any electronic message to law enforcement officials or third parties as required by law or policy. Staff should be aware that even though they have selected and used a personal password, the District may still access their communications.

    d. It is not the intention of the District to monitor communications between the Association and Association members.

10. Security:

    a. System accounts may be used only by the authorized owner of the account. Staff members shall not share their account number or password with another person or leave an open file or session unattended or unsupervised. Staff members should change their passwords regularly and avoid easily guessed passwords. Account owners are responsible for all activity under their account.

    b. Staff shall not seek information on, obtain copies of, or modify files, other data or password belonging to other users; or misrepresent other users on the system or attempt to gain unauthorized access to the system.

    c. Encryption may be used only with prior District approval.

    d. Software Additions: Only software approved by the District systems administrator may be added to a computer.

Section 10: Professional Development in Support of 1:1

1. The District will provide tech-focused professional development. This professional development will offer multiple course options to address the varying skills, needs and interests of staff.

2. During the continued implementation of LMS (2022-2024) and 1:1 technology; the district will require 30-minute training blocks during regularly scheduled staff learning time.

3. Completion and attendance of the required professional development will be compensated within the responsibility contract outlined below in Article 4, Section 2.11. The responsibilities associated with the contract include:

    i. Participation in professional development cycles offered by Ed Tech

    ii. Application of staff learning including lesson development and implementation

    iii. Review and analysis of MTSS data

    iv. Participation in teacher directed professional learning communities focused on technology

    v. Team or Department collaboration on updates to norms, procedures, lessons, projects, etc.

vi. Update and adaptation of existing curriculum

vii. Exploration of technology tools and fit to curriculum or content

Article 4: Compensation, Co-Curricular, Staffing and Overload, and Insurance

Section 1: Salary

1. Salary Schedules, Supplemental Pay Schedules, and Stipend Schedules for the duration of this agreement shall be incorporated separately into this agreement.

   For the 2022-2023 School Year:
   The salary schedule shall increase by the state funded inflationary increase of 5.5% as established by the legislature (e.g. IPD, CPI, COLA).

   For the 2023-2024 School Year:
   The salary schedule shall increase by the state funded inflationary increase as established by the legislature (e.g. IPD, CPI, COLA), or 3.0% on base salary, whichever is greater.

   For the 2024-2025 School Year:
   The salary schedule shall increase by the state funded inflationary increase as established by the legislature (e.g. IPD, CPI, COLA), or 3.0% on base salary, whichever is greater.

2. The parties intend to comply with the limitations imposed by law. No provision of this agreement shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by state law.

3. If the calculated derived base as determined by OSPI exceeds the compliance standard, salaries will be rolled back to salary compliance. The parties will meet to discuss the procedures to be followed. If the derived base as calculatedby OSPI drops below the compliance standard, an equal upward adjustment will be made in April to ensure that thederived base is no more than 0.15% below full salary compliance.

4. If state funding for additional contracted days increases or decreases in relation to the level in the preceding state funding year, the District shall be entitled to adjust flow-through of such state funding for staff salaries accordingly, without the need for the District to act to adversely affect or terminate staff member contracts. The parties will meet to discuss the procedures to be followed.

5. **With regard to salary:**

   a. All monies that flow through from the state for staff salaries will be distributed on the Certificated Salary Schedule.

   b. The base contract will be 180 days. Any applicable State Required Days will be added to the Base contract through the duration of the contract.

   c. **Salary Warrants/Verifications:** Salary warrants/verifications usually will be issued on the last day of each month. The District will provide staff members with an annual schedule of payroll dates.

   d. **Direct Deposit Banking:** All staff members will use direct deposit unless granted a waiver, through written request, to the Superintendent or designee for exceptional circumstances; i.e., legal or religious reasons. Washington School Information Processing Cooperative (WSIPC) will facilitate entering up to two (2) payment(s) into the clearing system so that staff members may directly deposit their salary in almost any bank of their choice. The deposit must be for the full amount of the warrant, and, except for the termination of service, there can be no changes during the year.

Section 2: Time, Responsibility and Incentive (TRI) Compensation

1. **Additional Non-Student Days prior to the school year:**
    a. These days are required workdays for all staff and staff will have access to leave as defined under Article 6.
    b. The days shall be allocated as follows:
        i. Structure of Non-Student Days prior to the first day of School
            1. Two (2) District-directed days, in collaboration with the Association.
            2. Two (2) Staff Preparation Days, worked on site. Individual staff may voluntarily work with grade, team or departmental colleagues on these days of which one (1) hour on the second Staff Preparation day will be required to participate at the elementary level in "Meet the Teacher."
            3. One (1) Building directed day beginning with August of 2019.

2. **Additional Non-Student Workdays during the 180-day Student Year:**
    a. The structure of each of the two (2) required Non-Student Days during the school year will be as follows:
        i. Half (1/2) of the time each day will be District directed time.
        ii. Half (1/2) of the time will be Individual Staff directed planning time.
    b. The placement in the calendar for these days will be negotiated between the District and Association.

3. **Part-Time Staff:** Part time staff shall be compensated at their per diem rate for working beyond their contracted workday on District-Directed days and on the additional Non- Student Day(s).

4. **Payment for all additional Non-Student Days** will be included in a Per Diem Contract paid over twelve (12) months.

5. **Additional Non-Student Day for Special Education Staff:** All Special Education Staff will have one (1) additional District Directed day prior to the start of the school year. This day will be paid at their per diem pay rate based upon their FTE. Compensation for this day will require documentation of attendance.

6. **TRI Supplemental Contract:**
    a. In 2018-2019, TRI will be paid in a lump sum in the November pay warrant. Staff members may elect by September 30 to receive their TRI compensation over ten (10) months beginning with the November pay warrant.
    b. Beginning 2019-2020, TRI compensation will be paid over twelve (12) months starting with the September pay warrant.
        i. TRI Supplemental Contracts will be pro-rated on the basis of a certificated staff's annual FTE. Supplemental TRI Contracts will be pro-rated for new or returning staff members who begin work after the start of the school year. The amounts available will also be prorated for staff members who leave employment prior to the end of the work year.
        ii. TRI Supplemental Contract is compensation for carrying out professional activities and responsibilities~~,~~ beyond Basic Education. The following are currently beyond Basic Education:
            1. Payment for 8.0 Hour Day: The eight (8) hour day is to be compensated within the TRI Supplemental Contract. This eight (8) hour workday shall not include an increase in student contact time at the

elementary level. If at any time the state legislature increases and or reduces the required amount of student contact time at any level the District and Association will negotiate the impact of said increase or reduction.

2. Technology proficiency is provided under Article 5 Section 1 of this Agreement.

3. Curriculum night attendance is a required responsibility.

4. Other professional responsibilities as set forth in Addendum E, incorporated by reference herein.

7. Professional Rate of Pay: The Professional Rate of pay for participating in In-Service, Staff Development Activities, Interview Teams, Development of Curriculum, and other Committee Work shall be paid at $35.00.

8. ISD Technology Training: Each Fall, the District will publish a menu of paid technology training options to support staff:

   a. Each year up to six (6) hours of ISD approved technology training for staff will be paid at the per diem rate.

   b. Any additional hours of ISD approved technology training will be paid at the professional rate.

   c. Participation in the Issaquah Technology Project (ITP) during the summer is voluntary and not subject to additional compensation. All ITP follow-up sessions during the school year shall be paid as per other technology trainings, the first six (6) hours at the per diem rate and additional hours at the district Professional Pay rate.

   d. Requests for technology training will be submitted for approval to the appropriate program manager or administrator.

   e. Options may include but are not limited to:

      i. Training for software or on-line components of adopted district curriculum

      ii. ISD Training

      iii. Online classes

      iv. Content specific technology integration

      v. Assignment specific technology training

9. Special Education Technology Mentoring: New ISD Special Education staff will be provided up to four (4) hours support from an in-building/program colleague on areas that the supervisor, colleague, or the new hire identifies as needing support. The mentor will be compensated at his/her per diem rate of pay.

10. Payment for Technology Organization and Communication Time:

   a. Certificated staff members will be paid thirty-two (32) hours at their per diem rate of pay for the professional responsibility of organizing technology and communicating using district approved learning management systems (LMSs) on a responsibility contract. (see Article 3, Section 8.4).

   b. During the orientation process, all new to profession classroom teachers will be provided an onboarding stipend of five (5) hours per diem to receive training and time to set up their new learning management system. All new to profession non-classroom cert staff will be offered the option to attend up to five (5) hours per diem to receive training and time to learn district approved learning management systems.

c. The thirty-two (32) hours of payment for this responsibility contract will be paid to staff annually on the November pay warrant.

11. **Payment for Implementation of 1:1:** The seven (7) hours of payment at the per diem rate of pay for the implementation of 1:1 responsibility contract will be paid to staff on the November 2022 and November 2023 pay warrants (2022-23 and 2023-24 school years only).

12. Compensation associated with Article 4, Section 2 (11), (12) and (13) is contingent upon the continuation of the Technology Levy.

Section 3: Commitment Compensation

Commitment Stipend: This stipend will be pro-rated on the basis of a staff member's annual FTE and will not be available to retire-rehire staff. In recognition of years of service provided by certificated staff, a $3,500 stipend will be provided to staff members in year fifteen (15) of experience and beyond. Beginning in 2024-25, certificated staff in years five (5) through fourteen (14) of experience will be provided a $500 stipend.

Section 4: Compensation for Supplemental Contracts for Additional Duties and Extended Contractual

1. **Compensation for Additional Duties:**

   a. Compensation rates for additional duties will be increased yearly by the same percentage that applies to the salary schedule. In providing compensation for per diem pay, there will be no rounding.

   b. Staff members with supplemental contracts for extended contractual days shall be paid one one-hundred-eightieth (1/180) of their regular contracted salary for each day beyond the 180 day work year.

2. **Additional Assessment Release Time and Compensation for the WAKids/My Teaching Strategies Gold Data Entry**

   a. Teachers required by the State to administer and record a data assessment will receive the following release time or compensation:

      i. ECE and Transitional K Teachers – Three (3) half days

      ii. The District will provide Kindergarten Teachers (Exclusive to those outlined in Art.4. Sect.4.2.b) the option to submit up to five (5) hours of pay at the per diem rate of pay, for work completed outside the contracted workday, related to the duties of evaluating, grading, and entering data for the WaKIDS assessment.

   b. New ECE Teachers, Bridge to K, Transitional Kindergarten Teachers, and Kindergarten Teachers that administer State required assessments shall receive seven (7) hours per school year at the per diem rate for the on-going work related to self-training, task development, and data entry.

2. **Department Chairperson(s)/Team Leaders:**

   a. The number of department heads/team leaders in each building will be determined by the building principals in consultation with each other and with the building principal's appropriate District level supervisor. The building principal may elect to combine small departments or teams under a single chairperson or form sub-teams at each grade level, which would be coordinated by the grade-level team leader. The building principal will have the responsibility of assigning or approving these days and/or assigning hours in advance.

   b. Extended Contractual Days:

      i. At the elementary level grade level team leads, not to exceed six (6) leads per building, will be

granted a supplemental contract. No designated grade level team lead will be allocated fewer than three (3) extended contractual days at the elementary level.

ii. At the middle school level and at Echo Glen School, each team lead will receive a supplemental contract,which provides for five (5) extended contractual days.

iii. The building principal will have the responsibility of assigning or approving these days and/or assigninghours in advance.

iv. At the high school level, each department chairperson in the regular program, the special educationprogram, and the counseling department will be granted a supplemental contract. The number of extended contractual days will be based on the following formula:

1. In curricular areas, including special education, resource and special education self-contained, 1.2 Xthe number of full-time staff members in the department.

2. In guidance and counseling, 1.2 X the number of full-time staff members in the department, includingthe college and career specialist.

3. No designated department chairperson will be allocated fewer than four (4) extended contractualdays at the high school level.

4. Release Time for Secondary

i. Each building will be allocated a pool of release days equal to the number of extended contractualdays for department leadership. Department chairperson(s)/team leaders may request release days for themselves or for members of their department or team for leadership activities.

ii. Instead of a release day covered by a substitute, a department chairperson/team leader may request of their building principal direct compensation for themselves or for a department/team or department/team member for leadership activities performed outside of the work day as defined in the CBA, and not otherwise covered by TRI. Authorized compensation will not be morethan the equivalent to the cost of the daily rate for a substitute teacher and paid to the staff member at the professional rate. In this way, hours may be equally distributed among staff members doing the work or when they work in a group setting. Compensation will be requested as "extra hour compensation" and submitted by the staff member by the final day of the month inwhich the work is performed to the Principal or his/her designee.

iii. Because Department Chairpersons/team leads receive a supplemental contract for their responsibilities and duties, in order to receive this additional compensation, activities undertakenmust be above and beyond those described as the responsibilities for Department Chairpersons orteam leads and covered by their supplemental contract. Priority will be given to those departmentor team members who do not receive a regular Department Chairperson or team lead supplemental contract.

iv. The building principal will have the responsibility of assigning or approving these days and/or assigning hours in advance.

3. Extended Contractual Days:

   a. Supplemental contracts for Extended Contractual Days shall be paid over 12 (twelve) months and will beprorated by FTE.

   b. Extended Contractual Days may be worked as full days (7.5 hours) or in hourly increments.

   c. Work for Extended Contractual Days may be performed at any time outside the regular contractual workdaywith the exception of District recognized holidays.

   d. Prior to June 30 of each year or the start of a new assignment for an employee hired or assigned after June 30, the staff member and their administrator or supervisor will collaborate on a schedule to work any full day extended contractual days outside the 180 contractual days for the following year. The proposed schedule is subject to approval from the staff member's administrator or supervisor. The remaining extended contractual days or hours shall be worked outside the contracted workday. Tasks and duties that do not require the staff member to be on-site may be performed off-site. Schedules shall be flexible and modified by mutual agreement to meet changing circumstances.

   e. Staff shall be provided a supplemental contract for Extended Contractual Days allocated in accordance with the following schedules:

      i. Teacher-Librarians:

         1. Elementary Schools – 1.0 FTE- 4 extended days
         2. Middle Schools – 1.0 FTE - 5 extended days
         3. High Schools – 1.0 FTE - 5 extended days

      ii. Counselors:

         1. Elementary Schools –1.0 FTE – 5 extended days
         2. Middle Schools – 1.0 FTE- 10 extended days
         3. High Schools – 1.0 FTE- 12 extended days

      iii. PBSES Coaches:

         1. Elementary Schools- 1.0 FTE- 5 extended days
         2. Middle Schools- 0.5 FTE- 5 extended days

      iv. Deans:

         Elementary, Middle and High Schools- 1.0 FTE- 15 extended days

      v. Instructional Coaches:

         1.0 FTE -10 extended days

      vi. Gibson Ek Advisor/Teacher:

         1.0 FTE – 2 extended days

      vii. Activities Coordinator:

         High Schools- 1.0 FTE - 7 extended days

      viii. Psychologists:

         1.0 FTE- 20 extended days

ix. Speech Language Pathologists/ Audiologist(s):
1.0 FTE- 4 extended days

x. TOSAs:
1. Technology TOSAs- 1.0 FTE - 20 extended days
2. TLS TOSAs- 1.0 FTE- 20 extended days
3. Equity TOSAs- 1.0 FTE- 20 extended days
4. Counseling TOSA- 1.0 FTE- 20 extended days
5. CTE TOSAs- 1.0 FTE – 20 extended days
6. Online Learning TOSA- 1.0 FTE – 20 extended days
7. Special Education 1.0 FTE - 20 extended days
8. Professional Learning Coaches - 1.0 FTE - 20 extended days
9. Elementary Special Programs - 1.0 FTE - 20 extended days

f. If the above allocation of Extended Contractual Days is insufficient the issue will be brought to LMT for resolution.

g. The District may eliminate Extended Contractual Days for the following economic reasons: enrollment decline, failure of a special levy, other event resulting in a significant reduction in projected general funds available, or termination or reduction of funding of categorical programs, which reduces projected general funds available. The IEA and District will meet to discuss the potential impact of such elimination of Extended Contractual days.

h. If an event resulting in a significant reduction in projected general funds available does not occur as anticipated on or after October 1, the parties will meet in LMT to discuss the status of Extended Contractual Days.

4. Covering Classes:

Staff members who cover all or some students of another class or their own students outside of their regular schedule will only do so voluntarily.

a. A staff member covering all or some students of another class as a favor for a colleague will not beeligible for additional pay.

b. Secondary: If a staff member is asked by an administrator to cover a class during their prep period the staff member will receive their per diem hourly rate of pay.

c. Elementary: If a staff member covers all or some students of another class or their own students they will be compensated as follows:

i. If a substitute teacher is unavailable for a full student day per diem pay will be distributed proportionally to classroom teachers who cover for the absent classroom teacher. For less than a full student day, the per diem pay will be prorated.

ii. If students are dispersed, compensation will be paid out proportionally based on the number of classroom teachers receiving the students at the receiving staff member's per diem rate of pay.

iii. If a staff member is asked by an administrator to cover a class during their planning time the staff member will receive their per diem hourly rate of pay.

d. Building-based and district office-based staff who are not classroom teachers who cover for an absent teacher will

be compensated for two (2) hours at the per diem rate if they cover for the absent classroom teacher for the whole day. Any staff member receiving payment under this section cannot assert payment for coverage during a planning period.

5. Proctoring Tests: Any staff member who is requested to and agrees to use prep, or any non-student contact time, for the purpose of administering or proctoring a standardized test shall be compensated at his/her per diem hourly rate of pay.

6. Assessment Coordinator: The building assessment coordinator shall receive a $1,500 per building stipend for duties, tasks, and responsibilities of assessment coordination at the building level, for District-directed assessments, which may include establishing schedules in conjunction with administration:

   a. Administering make up assessments, supporting certificated staff peers in accessing electronic formats.

   b. This stipend may be divided among multiple staff at the discretion of the building administration. The stipend will be paid that the professional rate for pre-authorized hours.

7. 504 Caseload Responsibilities: School counselors will lead the 504 team for students assigned to their caseload.

8. 504 Coordination: Each building will identify a 504 coordinator who shall:

   a. Annually train the staff in 504 discipline rules and responsibilities;

   b. Identify what reasonable accommodations are;

   c. Re-evaluate and update each 504 plan in the fall;

   d. Each 504 coordinator will keep a log of cases;

   e. Ensure that staff members who need to provide the accommodation(s) are informed each fall of the need for accommodation(s);

   f. Inform the staff members whenever the accommodation(s) are identified or changed.

   g. Compensation:

      i. In payment for accepting this assignment, the 504 coordinator will receive two (2) hours of pay at the professional rate per each 504 case handled each year.

      ii. Only 504 cases entered into the District data storage system after September 15 of each year will be used to compute compensation.

      iii. Payment will be made once each year.

   h. 504 meetings are under the jurisdiction of the principal and are not a Special Education program.

9. Running Start Funds: The allowable percentage of Running Start funds allocated by the state and retained by the District will be used to fund counseling services.

10. Traffic Safety Instruction: The Traffic Safety Coordinator shall receive $30.90 per hour for the 2018-19 school year. Staff members who are Traffic Safety classroom instructors shall receive their per diem rate of pay. Staff members who provide behind-the-wheel instructors shall receive $28.89 per hour for the 2018-19 school year. The rates will increase each year by the percentage increase in the certificated salary schedule.

11. Retreat Pay: Retreats are voluntary, and if staff members choose to participate, they will be paid out of building

funds at the professional rate.

12. Elementary Music Teachers: Each Elementary music teacher will be paid the per diem rate of pay for a required night performance.

13. Developing Elementary Schedule of Classes: The equivalent of up to 22.5 hours per building will be offered to certificated building staff prior to the first contracted day of the year for the purpose of developing elementary schedules. Staff participants will be paid at their per diem rate. After considering input from the specialists regarding availability, the building principal will establish the date for creating the schedule.

14. Auto Expense Reimbursement: Any staff member who is required to use his/her personal automobile for travel, other than to or from the regularly assigned place of employment, shall be reimbursed at the per mile amount allowed by the Internal Revenue Service as of September 1 of each school year.

15. Middle School Program Behavior Support

    a. Each middle school will receive money, equivalent to a daily 6.5 hour EA, to be used for behavior intervention as determined through the building decision-making process.

    b. Each middle school will receive 30 minutes of EA time daily for bus duty.

16. Payment for Planning and Leading Staff Development:

    a. Application of Skills reflected in their job description: Each staff member who assumes sole responsibility for an activity which requires application of teaching skills (developing/implementing a staff development activity) shall receive the hourly per diem rate of pay.

    b. Two or More Staff members with Equal Responsibilities: Each staff member who assumes the responsibility for an activity that requires skills reflected in their job description and involves two (2) or more staff with equal responsibilities shall be paid at the professional rate.

17. Curriculum Projects and Workshops: The District will provide extended contracts for staff members for curriculum projects and workshops to aid in curriculum improvement and offer greater educational services.

    a. The District will select staff members from among those who have indicated a desire to participate. Applications for extended summer projects for curriculum development shall be available for any certificated staff member in the District.

    b. The Superintendent or designee shall be responsible for selecting projects. The District shall budget adequate funds for summer curriculum projects and to provide substitutes for staff members involved in curriculum work during the school year.

18. Dual Language:

    a. All Dual Language educators shall participate in the building professional development meetings. If asked to attend additional professional development meetings specific to dual language, this will replace a building meeting.

    b. All Dual Language educators shall be offered two release days per year for professional development, training and/or collaboration time; these shall be teacher directed.

    c. Dual Language educators teaching in a split grade assignment will receive two (2) days of release time.

Section 5: Special Services

1. **Team Leader for Related Services:** Speech and Language Pathologists, Occupational Therapists, Physical Therapists, Psychologists, and Nurses who perform team leader responsibilities as determined and approved by the Superintendent's designee will receive a $3,000 stipend per school year.

2. **Special Education OTs/PTs and SLPs/audiologist(s):** OTs/PTs and SLPs/audiologist(s) will receive seven (7) hours prior to the start of the school year, which will be used to address workload issues.

3. **OT and PT Professional Licenses:** The District shall pay for those professional licenses required for occupational therapists and physical therapists to practice.

4. **ESA staff member and professional recognition:** Each ESA staff member who has been awarded the professional recognition of the following specific credentials will be paid an annual stipend of $1,500:

    a. Nurse: National School Nurse Certification
    b. Occupational Therapist: National Board Certification in Occupational Therapy
    c. Physical Therapist: National Physical Therapy Exam
    d. Speech Language Pathologist: Certificate of Clinical Competence
    e. Audiologist: Certificate of Clinical Competence
    f. Psychologist: National Certificate in School Psychology or American Board of Professional Psychologist Diplomate.

Section 6: Compensation for Co-Curricular Activities

1. **Commission:** A joint IEA-District commission will be established on an as-needed basis to resolve problems related to the co-curricular salary placement of represented positions in the co-curricular program.

    a. Purposes of the commission are:

        i. To meet with and/or be on call to the Executive Director of Human Resources to consider procedural difficulties that arise;

        ii. To recommend changes in the Agreement to the IEA and District bargaining groups.

    b. The commission shall consist of the Executive Director of Human Resources, Executive Director of High School Education, another administrator appointed by the Superintendent, and three (3) members appointed by the Issaquah Education Association president. Additional members may be added by mutual agreement of both parties.

2. **Co-Curricular Position determination procedures:**

    a. Co-Curricular supplemental contracts are one (1) year, non-continuing contracts.

    b. Represented positions are offered first to building certificated staff, then to district certificated staff and, after notification to the Association, then to non-IEA unrepresented candidates. If the position goes unfilled, the Association will be notified.

    c. Positions for open represented Co-Curricular positions will be posted and interested staff may apply. At the principal's discretion, the selection may be made by building principal appointment or a team/committee process.

    d. Stipends may be split between multiple staff.

e. Any building decision not to offer a represented position during a given year will be taken to the Labor Management Team for review.

f. It is the intent of both parties that current position specifications, including qualifications, duties, expectations, responsibilities, and building goals, will be on file in the Human Resources department for the staff member(s) to review. This work will be completed through a supplemental bargaining process to be determined by both parties.

3. New Positions: If a new co-curricular activity position is established by the district, the Human Resources Department and the Association will collaborate to determine whether the position is represented, and if so, the appropriate placement on the schedule.

4. Co-Curricular Activities: The IEA represented co-curricular salary schedule is set forth below. For represented positions, the existing co-curricular salary schedule will be increased in the 2018-19 contract year at 3.1% and thereafter at the same rate as the base salary schedule.

High School		
Title	Duration	2017-18 Amount
Jazz Band	Academic Year	$2,267
Yearbook	Academic Year	$2,919
Newspaper	Academic Year	$3,571
Chorus/Choral	Academic Year	$4,236
Orchestra	Academic Year	$4,236
Band	Academic Year	$4,552
ASB Advisor	Per Season	$4,236
Play Director	Per Event	$4,236
Musical Director	Per Event	$5,200
Middle School		
Yearbook	Academic Year	$2,595
Chorus	Academic Year	$2,919
Jazz Band	Academic Year	$2,919
ASB Advisor	Academic Year	$2,919
Orchestra	Academic Year	$3,255
Band	Academic Year	$3,255
Athletic Director	Academic Year	$3,255

5. Secondary Club Advisor: Secondary club advisors shall receive the professional rate of pay.

6. Elementary Instructional Leadership/Club Advisor/Activities Coordination Funds:

   a. Each elementary school will be allocated a minimum of $15,000 with an additional $30 per student FTE above 500 students FTE per October 1 count each year to compensate certificated staff members for instructional leadership responsibilities, club advisor(s), or activities coordination that take place outside of the contracted workday.

   b. Decisions concerning what leadership activities will be compensated and the amount they will be compensated will be determined through the building staff decision-making process.

7. Elementary Instructional Leadership/Club Advisor/Activities Coordination Funds:

   a. Each elementary school will be allocated a minimum of $15,000 with an additional $30 per student FTE above 500 students FTE per October 1 count each year to compensate certificated staff members for instructional leadership responsibilities, club advisor(s), or activities coordination that take place outside of the contracted workday.

   b. Decisions concerning what leadership activities will be compensated and the amount they will be compensated will be determined through the building staff decision-making process.

Section 7: Staffing Levels and Overload Compensation

1. Class Size Standards: Except in traditionally large group instruction classes, in experimental classes, or as otherwise provided in this section, class size shall be maintained to meet the following standards. If the state legislature reduces Basic Education Act (BEA) funding the District and Association will meet and will reduce the ratios to offset reductions.

   a. The goals for class size standards will be:

      Transitional K has a target of 12 to 1, with a range of 12 to 15
      K-2 has a target of 20 to 1, with a range of 17 to 23
      3-5 has a target of 24 to 1, with a range of 21 to 27
      2/3 multiage or combination has a target of 23 to 1, with a range of 20 to 26

   b. The following class size overload triggers shall apply at:

Transitional K Pupils per classroom	16
K-2 Pupils per regular classroom	24
K-2 Pupils per multi-age classroom	24
K-2 Pupils per combination classroom	22
K-2 Pupils per integrated classroom	22
2-3 Pupils per Multi-age	27
2-3 Pupils per combination classroom	27
3-5 Pupils per regular classroom	28
3-5 Pupils per multi-age classroom	28
3-5 Pupils per combination classroom	26
3-5 Pupils per integrated classroom	24

Combination classes shall be provided with a minimum of one hour of daily Paraprofessional time during the student day.

6-8 Class size	29
9-12 Class size	33

c. Music and physical education classes (K-12) shall be excluded from the above provisions. Grades K-5 PE/music teachers are guaranteed a maximum of forty (40) sessions per week.

d. MLL Teachers: The goal of the District is to provide MLL support services at all levels.

i. Calculating FTE for MLL students: In order to calculate MLL caseloads and overload triggers the following will apply:

One Active Student (Level 1-5) = 1.0 FTE MLL student
One Proficient Student = 0.25 FTE MLL student

ii. The goal for MLL caseloads will be:

K-5 has a target of 55 FTE MLL students to 1.0 FTE, with a range of 40-60
6-12 has a target of 55 FTE MLL students to 1.0 FTE, with a range of 40-60

e. To the extent possible, the District shall pursue natural proportions of students with 504s, IEPs and those enrolled in MLL classes within general education classes. The District will utilize the expertise of case managers and counselors as they pursue these proportions. Building administrators shall communicate with educators regarding the distribution of students enrolled in their classes upon request.

f. Integrated Classes: As funding and space allow, the District will attempt to comply with the following procedures regarding integrated K-5 classes:

i. The targeted size of an integrated classroom is the average of regular education classrooms at that grade level in the building.

ii. The ratio of special education students to regular education will initially be a 1 to 3 ratio when student placement decisions are being made. If, during the year, changes occur to a school's population this ratio may be adjusted by the impacted grade level team, principal, and special education supervisor.

iii. When the number of special education students in a class exceeds seven in K-2 or eight in grade 3-5, one of the following options will be employed:

1. The addition of a part-time special education teacher to help in this integrated classroom;

2. The addition of a part-time special education teacher to serve as a resource room teacher to special education students who are not placed in the integrated classroom.

3. The addition of another integrated teacher (this decision needs to be made during the spring for the next school year).

4. The addition of Paraprofessional time to the integrated classroom.

5. Other options as determined by the Executive Directors of Special Services and Human Resources.

iv. Each integrated class will be provided daily Paraprofessional time during the student day:

1. One to two (1-2) Special Education students in a class will generate one (1) hour Paraprofessional time;

2. Three to four (3-4) Special Education students in a class will generate two (2) hours Paraprofessional time;

3. Five or more (5+) Special Education students in an integrated class will generate three (3) hours of Paraprofessional time.

4. Half-day integrated kindergarten classes will receive the following daily Paraprofessional time:

   a. 1 student = 0.5 hours
   b. 2 students = 1.0 hours
   c. 3+ students = 1.5 hours

2. Overload Paraprofessional Allocation Guidelines: Eligibility for overload will be determined by the following Overload Adjustment Dates.

Overload Adjustment Dates				
Elementary	10 days after the start of school.	First Friday in October	First Friday of Second Trimester	First Friday of Third Trimester
Middle School	10 days after the start of school.	First Friday in October	First Friday of Second Trimester	First Friday of Third Trimester
High School	10 days after the start of school.	First Friday in October	First Friday after the start of Second Semester	First Friday of April

3. Overload Relief for Classroom Teachers: When the workload exceeds the pupils assigned in this section, the District shall allocate Paraprofessionals or money according to the following:

   a. Transitional K: If a class has 16 students or more, on an overload adjustment date, six (6) hours of Paraprofessional time per week will be provided. If a class exceeds the established limit by four (4) or more students on the same dates, the Paraprofessional time will be doubled.

   b. K-2 Regular/Multi-Age: If a class has 24 students or more, on an overload adjustment date, six (6) hours of Paraprofessional time per week will be provided. If a class exceeds the established limit by more than four (4) students on the same dates, the Paraprofessional time will be doubled.

   c. K-2 Combination/Integrated: If a class has 22 students or more, on an overload adjustment date, six (6) hours of Paraprofessional time per week will be provided. If a class exceeds the established limit by more than four (4) students on the same dates, the Paraprofessional time will be doubled.

   d. 3-5 Regular/Multi-Age: If a class has 28 students or more, on an overload adjustment date, six (6) hours of Paraprofessional time per week will be provided. If a class exceeds the established limit by more than four (4) students on the same dates, the Paraprofessional time will be doubled.

   e. 3-5 Combination: If a combination class has 26 students or more, on an overload adjustment date, six (6) hours of Paraprofessional time per week will be provided. If a class exceeds the established limit by more than four (4) students on the same dates, the Paraprofessional time will be doubled.

   f. 3-5 Integrated: If an integrated class has 24 students or more, on an overload adjustment date, six (6) hours of

Paraprofessional time per week will be provided. If a class exceeds the established limit by more than four (4) students on the same dates, the Paraprofessional time will be doubled.

g. Grades 6-8:

i. If a class has 29 students or more, on an overload adjustment date, the District will provide one (1) hour of Paraprofessional time for that period weekly. When the average of all periods exceeds the limits established above, the District will provide one (1) hour of Paraprofessional time for each class weekly.

ii. When class size for an individual period is 33 students or more, on an overload adjustment date, the District will provide two (2) hours of Paraprofessional time for that period weekly. When the average of all periods is 33 students or more, the District will provide two (2) hours of Paraprofessional time for each class weekly.

h. Grades 9-12: If a class has 33 students or more, on an overload adjustment date, one (1) hour of Paraprofessional time per week will be provided for each such class. If a teacher has three or more classes in excess of the limits established above, on an overload adjustment date, the Paraprofessional time will be doubled.

4. Overload Paraprofessional time for Music and P.E. Teachers:

a. Gr. K-4: If any class has 25 students or more, on an overload adjustment date, the teacher qualifies for one hour of Paraprofessional time weekly. The total amount of time for which a teacher can qualify is one hour weekly.

b. Gr. 5: If any class has 29 students or more, on an overload adjustment date, the teacher qualifies for one hour of Paraprofessional time weekly. The total amount of time for which a teacher can qualify is one hour weekly.

c. Gr. 6-12: If any class has 36 students or more, on an overload adjustment date, the teacher qualifies for one hour of Paraprofessional time per class over the limit. If a teacher has three or more classes in excess of the limits established above, the Paraprofessional time will be doubled.

5. Overload Relief for MLL Teachers: When the workload exceeds the students assigned in this section, the District shall allocate Paraprofessionals or compensation according to the following:

a. GR K-5: If an MLL teacher has 61 FTE students or more on an overload adjustment date, the MLL teacher qualifies for two (2) hours of Paraprofessional time per week or the MLL alternative overload option. Additional Paraprofessional hours will continue to be allocated at one (1) hour per week for each additional eight (8) FTE students.

b. GR 6-12: If a 1.0 FTE MLL teacher has 61 FTE students or more on an overload adjustment date, the MLL teacherqualifies for one (1) additional hour of Paraprofessional time per day or the MLL alternative overload option. Additional Paraprofessional hours will continue to be allocated at one (1) hour per day or each additional eight
(8) FTE students.

6. Paraprofessional Substitute: If a Paraprofessional is unable to work owing to illness or other reasons, a substitute will be employed unless the teacher chooses not to have a substitute.

7. General Education Alternative Overload Option:

a. As an alternative to overload Paraprofessional allocations set forth in Article 4, Section 7, a General Education teacher may choose the salary stipend described below.

b. The General Education teacher must select either the Paraprofessional support or the stipend as soon as

Paraprofessional eligibility has been determined.

c. Once a Paraprofessional has been assigned, the Paraprofessional shall not lose the assignment as a result of the teacher changing his/her mind during the school year (elementary) or semester/trimester (secondary).

d. The salary stipend will equal the number of Paraprofessional hours assigned times the hourly rate of a Paraprofessional on the first step of the Paraprofessional salary schedule.

e. If the teacher selects Paraprofessional support for the overload relief, The District shall pay the stipend to the teacher until the Paraprofessional has begun working in the teacher's classroom.

8. Creative Options: Creative options for the distribution of class sizes and caseloads within a building, department, or grade level may be implemented provided that:

a. The affected staff follow the building and/or District shared leadership model (see Article 1, Section 8),

b. The staff receiving the remedy concurs, and,

c. The options are revenue neutral to the District.

9. MLL Teacher Alternative Overload Option: As an alternative to overload Paraprofessional allocations set forth in Article 4, Section 7, an MLL teacher may choose the salary stipend described below:

i. The MLL teacher must select either the Paraprofessional support or the stipend as soon as Paraprofessionaleligibility has been determined.

ii. Once a Paraprofessional has been assigned, the Paraprofessional shall not lose the assignment as a result of the MLL Teacher changing his/her mind during the school year (elementary) or semester/trimester (secondary).

iii. The salary stipend will equal the number of Paraprofessional hours assigned times the hourly rate of a Paraprofessional on the first step of the Paraprofessional salary schedule.

iv. If an MLL teacher selects Paraprofessional support for the overload relief, the District shall pay the stipendto the teacher until the Paraprofessional has begun working with the MLL teacher.

10. Suspension of Overload Relief:

a. Conditions: The above policy will be implemented if:

i. The District does not require reduction in force in accordance with the terms of this contract.

ii. The District continues to pass its special levies at or above 80% of legal capacity.

iii. The legislature or OSPI do not take actions that result in a significant net loss to the District when compared to the previous fiscal year.

iv. If staffing, student enrollment and revenue all are greater than anticipated, on or after October 1, the parties will meet in Labor Management to discuss the status of overload pay.

v. The Association can appeal the outcome of the Labor Management decision directly to the Superintendent.

b. Conditions for Reinstating Overload Relief After a Reduction in Force: If the District offers all staff members on the recall list a position by August 15th, Overload Relief shall not be suspended.

c. **Meeting:** The District and the Association will meet annually within one (1) month after the completion of the legislative session to determine if the conditions of A above are applicable for the following fiscal year.

11. **Special Education Staff Stipend, Staffing Systems, and Overload Relief:** All reasonable efforts will be made to schedule Guidance Team, Evaluation Group, and IEP Meetings during the workday.

a. The District will establish and publish yearly District and Building staffing goals and allocations for Special Education Staff.

b. Staffing goals/guidelines will be adjusted yearly based on projected student enrollment, budget parameters and any unique student needs in individual classrooms. A priority in staffing is to maintain certificated staff whenever possible. When situations occur where enrollment projections are below the guidelines, Paraprofessional time may be adjusted and or converted to certificated time. The conversion of time will be made using the district formula. The published staffing guidelines will contain the formula for conversion and the schedule for periodic adjustment of staffing throughout the school year.

c. Each year the District will provide each building and IEA with a report on Special Education staffing with the following information:

1. Projected number of special education students;

2. Certificated FTE for special education staffing, including ESA staff;

3. Baseline of Paraprofessional hours support for Certificated Staff;

4. Paraprofessional conversion of certificated time;

5. Additional Paraprofessional considerations based on special needs;

6. The formula used for any staffing conversions;

7. Staffing (Certificated and Classified) may be adjusted monthly.

d. Compensation for Special Education meetings held outside the regular workday is covered for special education staff through their Special Education stipend. If the Guidance Team discussion results in a referral for special education, a Request for Compensation form for general education staff shall be sent to Special Services for payment at their per-diem rate from the IEP General Education Meeting Pool. The Special Projects compensation may be available for special circumstances with administrative approval.

e. **Stipend System:**

i. All Special Education Staff will receive an annual stipend of $5,000 paid over twelve months (12) prorated for FTE, for the following responsibilities:

1. Creation and implementation of all aspects of the IEP process for students identified on the staff member's assigned caseload.

2. Attendance at IEP meetings for students identified on the staff member's assigned caseload. After two (2) IEP meetings within a school year, special education staff will be paid at the per diem rate for additional IEP meetings held.

3. Meetings specific to carrying out special education responsibilities.

4. Additional compensation will be provided when the number of IEP's written exceeds the base allocation. (see below)

5. Additional compensation may be available through the Special Projects Fund for special circumstances upon request by the staff member and/or the building administrator subject to administrative approval.

f. **Special Education Overload:** Goals and triggers for Overload IEP writing relief:

Elementary LRCI	– Twenty-five (25)
Elementary LRCII	– Ten (10)
ECE (Early Childhood Education)	– Twelve (12) (by session)
Secondary LRCI	– Twenty-five (25)
Middle School LRCII	– Ten (10)
High School LRCII	– Twelve (12)
Transition (ACT)	– Twelve (12)
SLP/Audiologist(s)	– Twenty-five (25)
OT/PT	– Twenty-five (25)
School Psychologists	– Fifty (50) cases (initial evaluation and/or reevaluation)

g. **Overload IEP writing relief:**

i. Special Education staff completing IEP's over their goal (as listed above) will be compensated at the following number of additional per diem hours:

1. one and one- half (1.5) for the case manager of single service IEPs

2. three (3) for the case manager of multi-service IEPs

3. one and one-half (1.5) for contributors to the multi-service IEP (OT, PT, SLP, Audiologist, etc.)

4. one and one-half (1.5) for School Psychologists for each additional initial evaluation and/or re-evaluation

ii. Documentation for IEP's completed during the school year needs to be submitted to the Special Services office no later than June 30.

iii. This payment will be made on the August warrant.

iv. All IEP's must meet district standards for completion and compliance.

h. **Overload Paraprofessional Relief:**

i. Elementary LRCI—When student enrollment per case manager reaches thirty (30), four (4) additional Paraprofessional hours per day will be allocated to the classroom. Additional Paraprofessional hours will continue to be allocated at two (2) hours for each additional four (4) students.

ii. Elementary and Middle School LRCII —When student enrollment per case manager reaches twelve (12) four (4) additional Paraprofessional hours per day will be allocated to the classroom. Additional Paraprofessional hours will continue to be allocated at four (4) hours for each additional two (2) students.

iii. Early Childhood Education (ECE)—When student enrollment reaches thirteen (13) per session including community peers, three (3) additional Paraprofessional hours per day will be allocated to the classroom. Additional Paraprofessional hours will continue to be allocated at three (3) hours for each additional three (3) students including community peers.

iv. Secondary LRCI—When student enrollment per case manager reaches thirty (30), four (4) additional Paraprofessional hours per day will be allocated to the classroom. Additional Paraprofessional hours will continue to be allocated at two (2) hours for each additional four (4) students.

v. High School LRCII and ACT (18-21 year old program)—When student enrollment per case manager reaches thirteen (13), four (4) additional Paraprofessional hours per day will be allocated to the classroom. Additional Paraprofessional hours will continue to be allocated at four (4) hours for each additional two (2) students.

i. Special Education Staff Release Time for IEP Process

i. All special education staff members will receive release time on the following basis. These days shall only be canceled in the event of an emergency or if a substitute was not secured for the special education staff member on the assigned release day.

1. Special Education staff 0.1 to 0.5 – Two (2) days

2. Special Education staff 0.6 to 1.0 – Three (3) days

j. Special Education Staff Release Time and Compensation for the WA-AIM Process

i. In addition to the release time stated above in Article 4 Section 7.11 (f), LRC2 teachers administering the WA-AIM will receive the following release time. These days shall only be canceled in the event of an emergency or if a substitute was not secured for the special education staff member on the assigned release day.

1. Elementary LRC2 teacher—Two (2) days

2. Middle School LRC2 teacher—Two (2) days

3. High School LRC2 teacher—Two (2) days

ii. LRC2 teachers who administer the WA-AIM will receive ten (10) hours per school year at the per diem rate for work related to WA-AIM self-training, task development, and data entry.

k. **Special Education Staff Providing Instruction during Planning:** If a staff member is required to provide instruction during their planning time the staff member will receive their per diem hourly rate of pay.

l. **Special Education Student Transition Meetings:** Special Education staff will be paid at the per diem rate for attending all transition meetings held outside of the contractual day for incoming/potential students not assigned to the staff member's current case load.

12. Special Education Special Projects Fund:

a. With administrative approval staff requests may be made for Special Education Special Projects compensation.

b. Staff development attendees will be paid at professional rates. Presenters and all other Special Projects activities are paid at per diem rate.

c. Requests for compensation for Special Project work can be used for such work as, but is not limited to: committee/task force work, extraordinary workload around such activities IEP meetings, due process hearings, mediation preparation, caseload/workload assistance for a colleague, tutoring, and mentoring assistance for a colleague.

13. **Related Services Caseloads:** The staff of each related services profession (SLPs, OTs, PTs, Psychologists, and Nurses) with their program supervisor will determine staff allocations while taking into consideration the number of cases

and the complexity of the cases each staff member would have. The staff will attempt to provide equitable workloads. Disputes in determining an equitable distribution of caseloads will be resolved by the supervisor.

14. School Counselor Staffing:

    a. The goal of the District is to provide counseling services at all levels. All counselors shall have ESA certification. The responsibilities and duties for school counselors are outlined in RCW 28A.320. IEA and ISD recognize that the time and professional skills of a counselor shall be prioritized at an 80/20 split of the working day as defined by RCW 28A.320.610.

    b. Counselor Staffing Levels:

        i. All secondary school counselors shall have at a target caseload of fewer than 475 students.

        ii. The District shall hold annual listening sessions to gather input from counseling staff members regarding caseloads and emerging issues. These listening sessions shall be held separately for elementary, middle school, and high school.

15. Teacher-Librarian Staffing and Library Support Services:

    a. There will be full-time library services in all schools. It is preferential to staff libraries with certificated staff members when practical as determined by the District. At Echo Glen, this service will be based on available funding.

    b. Beginning in the 2019-2020 school year elementary schools that have 29-31 library sections will receive 0.1 FTE (1/2 day) overload Teacher-Librarian.

    c. Beginning in the 2019-2020 school year elementary schools that have 32+ library sections will receive 0.2FTE (1 day) overload Teacher-Librarian.

    d. Teacher-Librarian at the schools slated to receive overload help for the ensuing school year will meet withthe Building Principal prior to the start of school to determine how the teacher-librarian will serve the building goals and use the overload specialist to support library work.

    e. Each elementary Teacher-Librarian will be provided with up to four and one half (4.5) days of substitute coverage for the purpose of attending the Puget Sound Council meetings, WLMA, NCEE, and Western Washington University Children's Literature Conference.

    f. In addition, each middle school and high school will receive up to four (4) full-day substitutes per year, forthe purpose of attending WashYARG (Washington Young Adult Review Group), WLMA and NCEE professional meetings.

    g. Additional professional conferences may be proposed to Labor Management.

    h. K-12 District Library meetings will take place as scheduled through Teacher and Learning Services. These meetings will take place outside the school day and will be compensated at the Professional rate.

Section 8: Procedures and Compensation for Conferences and Grade Reporting

1. Elementary Parent Conference Time: IEA and ISD recognize the value of elementary conferences to provide communication regarding student progress. The content of these conferences will be teacher directed. IEA and ISD will work collaboratively to develop a conference guide that teachers will use in planning these important meetings. Both parties will have the opportunity to appoint equal representatives. Each educator will have the autonomy to schedule conferences, which will support preparedness, prioritize access for families, and will not infringe upon outside the workday availability.

a. The District will provide conferences and two (2) written reports for parents of K-5 students through the following procedures:

   i. Elementary schools will provide Grade K-5 parents with one formal conference each year.

      1. Parent conferences can be scheduled during Staff Directed Wednesday time.

      2. In addition, three (3) half-days will be provided for parents to conference with half-day kindergarten, full day kindergarten and Grade 1-5 teachers in the fall. (See Part 2 below for more information on kindergarten conferences).

      3. Staff may provide parents with the option of electronic conferences (computer or telephone) rather than face to face.

      4. Those parents who spend regular time in the classroom may determine that a formal conference is not necessary.

      5. Every effort should be made to schedule sibling conferences on the same day.

      6. No administratively-directed meetings will be held during the five (5) work days prior to scheduled conference days.

   ii. To accommodate parent schedules, K-5 teachers may schedule conference appointments during conference days, before or after school, or in the evenings. In the event that conferences are held outside of the workday in order to accommodate parents, additional pay is not available, but up to six (6) hours per year of Staff Directed Wednesday time or Wednesday Staff Directed Non-Instructional Time may be taken after conferences occur as compensatory time (see Article 3 Section 3 (6)).

b. For each student beyond twenty-four (24) that a teacher conferences, the District will provide the teacher one (1) hour of per diem pay. If, due to family circumstances, the teacher is requested to schedule two (2) separate conferences for the same student, each conference shall count as one (1) in the District's formula for allocating pay.

2. At the secondary level, grade reporting in the District's student information system will occur at the end of each term.

3. Report cards and conference timelines will be scheduled in collaboration with IEA and District leadership.

4. Conference time and per diem pay for report writing responsibilities for staff listed below:

	Full-day K and Grades 1-5	AM ECE/AM Bridge to K	PM ECE/PM Bridge to K	Transitional K
State Assessments	Kindergarten WaKids (Art. 3 Sec 4.2a i)	TS Gold/State Assessments (Art. 3 Sec 4.2a i)	TS Gold/State Assessments (Art. 3 Sec 4.2a i)	1.5 Per Diem Days to write reports TS Gold/State Assessments (Art. 3 Sec 4.2a i)
Conferences	3 Half Days to Conference Kindergarten Family Connections	6 Half Days to Conference *3 half days in Winter* *3 half days in Spring*	6 Half Days to Conference *3 half days in Winter* *3 half days in Spring*	3 Half Days to Conference Transitional K Family Connections 3 non-student days to close school
Report Cards	1 Per Diem Day to write report cards			1 Per Diem Day to write report cards

a. Full Day, AM/PM ECE, Kindergarten and Transitional K teachers decide if and when to hold conferences or connection meetings for new students outside the Conference or Family Connections meeting schedule.

b. Other elementary FTE (including P.E., LAP, SAGE, Music, MLL) who are expected to write grade reports will be paid anamount equivalent to one and one-half (1.5) times their FTE per diem pay (for example, a 0.5 FTE will receive 0.75 per diem pay).

c. Special Ed. Pre-school Kindergarten teachers may schedule conference appointments during Wednesday Early Release time, before or after school, in the evenings, or on the three (3) half-day conference days. They will determine the scheduling of these conferences to meet program needs.

d. Kindergarten teachers will meet with parents on the first scheduled student day. All Kindergarten Teachers will have 3 days to hold Family Connection Meetings, starting on the first scheduled student day. If necessary, Kindergarten teachers will also have up to a total of seven (7) hours of Per Diem pay for Family Connection Meetings held outside the workday, on the designated Family Connection meeting days.

e. In the event a family is not able to come on the 3 days scheduled, to accommodate family schedules, Kindergarten teachers may schedule a Family Connection Meeting during the contracted workday, when possible within the first 1 weeks of school. To accommodate this meeting on the teacher planning day, during staff directed time, the District will provide the teacher one (1) hour of per diem pay for each Family Connection Meeting. If a Family Connection Meeting occurs outside the preferred days or week. That staff member may still submit for one (1) hour of pay with approval from an administrator.

f. The parties recognize the WaKIDS training is required by the state. Staff new to the assessment who complete the initial WaKIDS 101 training will be compensated $360 dollars and $120 additional dollars in compensation for completing the Interrater Reliability Certification (IRR). The District will provide optional in-service training on topics related to WaKIDS to all kindergarten teachers during the school year.

5. Elementary specialists will provide reports to the classroom teachers at least one (1) week prior to the report card due dates. Specialists will work out a plan with the building principal to be available at some time during the conference times to parents of children in each building served.

6. Grade Reporting for Grades 6-12:

    a. At the end of each grading period, students in grades 6-8 and at Echo Glen will be released early to allow staff four (4) half-days to prepare grade reports.

    b. At the end of each grading period, students at Gibson Ek will be released early to allow staff five (5) half-days to conduct exhibitions and prepare grade reports. The fifth half-day is at the end of the final learning cycle.

    c. Students in grades 9-12 will be released early to allow high school staff members five (5) half-days to conduct, grade, or evaluate finals. There will be two (2) half-days at the end of each semester. The fifth half-day will be at the end of the final grading period of the school year.

    d. At the secondary level, final grades for each grading period will be due and officially posted five (5) school days after the final day of that grading period with the exception that final grades are due by the last day of class at the end of the school year.

    e. Secondary Special Education Progress Report Writing:

        i. Middle School special education staff will do IEP progress reports at the end of each trimester.

        ii. High School special education staff will do IEP progress reports at the end of each semester.

        iii. Middle and High School special education staff will be paid one and one-half (1.5) days of per-diem once per year through the Special Education Special Projects fund.

        iv. Request for Compensation forms need to be submitted to the Special Services Office by the last day of the school year. Payment will be on the August pay warrant.

Section 9: Placement on the Salary Schedule

1. Salary Placement: Advancement on the salary schedule is based upon staff experience, educational credits, and/or clock hours in accordance with OSPI rules and regulations in effect for the 2017-18 school year.

2. Additional Professional Training: Staff members who consider themselves eligible for advancement on the Certificated Salary Schedule because of additional professional training shall submit satisfactory evidence of such work to the superintendent or designee by September 30 to receive credit for that particular year.

3. Placement on the Salary Schedule - Credits and Clock Hours: Placement on a column of the salary schedule shall be determined by educational credits and clock hours (10 clock hours equals 1 credit).

    a. A staff member with a bachelor's degree shall be placed on the first column at the appropriate experience step.

    b. A staff member with 15 or more quarter hour credits (or equivalent) beyond the bachelor's degree shall be placed at the appropriate experience step in the column corresponding to the number of quarter hour credits that the staff member has earned beyond the bachelor's degree.

    c. If a staff member holds a master's degree, quarter credits in excess of 45 between the dates of the bachelor's and master's degrees may be added to quarter credits beyond the master's degree for placement on the salary schedule.

    d. A staff member with a master's degree shall be placed at the appropriate experience step in the BA+90/MA master's degree column.

    e. A staff member with a master's degree plus 45 quarter-hour credits (or equivalent) or more shall be placed at the appropriate experience step in MA+45 column.

f. A staff member with a master's degree plus 90 quarter credits (or equivalent) or more shall be placed at the appropriate experience step in the MA+90/DOC column.

g. Occupational and physical therapists are grandfathered in regards to professional credits and may only apply three (3) professional credits per year towards salary placement.

4. Teaching Experience within the District: Credit shall be given for all teaching experience within the District, whether contracted or substitute. All experience will be computed on a full time equivalency (FTE) basis with one (1) year being defined as 180 FTE days. An additional year of experience will be granted for salary purposes if a staff member has a remainder of 91 FTE teaching days after computing full years of experience. There will be no retroactive pay adjustment. The staff member is responsible for providing the experience verification form to the Personnel Department.

5. Experience in Other School Districts: Full credit shall be given for experience in other school Districts, whether in or out of the state of Washington, provided the experience is of such a nature that it would have been recognized had it been gained in the Issaquah School District.

   a. Substitute experience is included.

   b. The Human Resources Department will provide the appropriate verification of experience form to staff members seeking credit for out–of-District experience. Experience credit will be defined and applied to the Issaquah salary schedule consistent with appropriate sections of the Washington Administrative Code.

   c. For experience to be considered on the salary schedule for that year, the staff member is responsible for providing verification of experience to the Human Resources Department by September 30.

6. Professional Non-education Experience: The District will recognize non-school related, verifiable professional experience for Nurses, Psychologists, Behavior Specialists, SLPs, OT, and PT staff members for placement on the salary schedule.

   a. The salary schedule placement will be based on one (1) year of credit for every two (2) years of eligible experience.

   b. Salary schedule placement will be determined by October 1 each year, based on the verification records on file with the Human Resources Department as of September 30.

7. American Supported Schools: Experience credit shall be granted for teaching in American supported schools (such as Peace Corps) while on an approved leave of absence for that purpose.

8. Military Experience: For military experience that interrupted actual teaching, the District will recognize for experience credit a maximum of five (5) years, or as required by the Uniformed Services Employment and Reemployment Rights Act and Washington State law.

9. Misplacement on the Salary Schedule, Material Overpayment and Underpayment: In the event of a misplacement on the salary schedule or mistake in payment resulting in a material error in payment, corrections shall be made beginning on the pay warrant immediately following the date of discovery, if possible. When a material error in payment is made, due to mistake or because of misplacement on the salary schedule, the period of time to be considered for collection or reimbursement shall be three (3) contract years from the date of discovery. The reason(s) for the misplacement on the salary schedule or mistake in payment will be provided in writing to the staff member. When necessary to recapture material overpayments from a staff member, the District, Association and the staff member will mutually agree to a payment schedule.

Section 10: Insurance Benefits

1. School Employees Benefits Board (SEBB) Program

Employee health insurance benefits and other SEBB insurance plans and programs are governed by the School Employees Benefits Board (SEBB).

a. The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined in this Section. The term "employee" and "employees" includes substitute employees who meet SEBB eligibility, or other applicable eligibility, rules.

b. SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

c. Benefits offered by the SEBB through the District will include but not be limited to:
   - Basic Life and Accidental Death and Dismemberment insurance (AD&D)
   - Basic Long-term Disability
   - Vision
   - Dental including orthodontia; and
   - Medical

d. Employees will have the option of participating in the following optional programs and plans as may be offered by SEBB, currently including:
   - Medical Flexible Spending Arrangement (FSA);
   - Dependent Care Assistance Program (DCAP);
   - Health Savings Account (HSA) when the employee selects a qualifying High Deductible Health Plan (HDHP) medical insurance plan; and/or
   - Supplemental Life, AD&D, Short-term disability, and/or Long-term disability insurance.

When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g., increased Life, AD&D, Long-term disability, etc.).

If applicable state rules or laws allow changes to be made at the local level in insurance plan or program offerings for employees either party can reopen this Agreement for negotiation over possible changes, to the extent permitted by law.

2. Eligibility

a. All eligibility requirements are determined by the SEBB. In the event that eligibility requirements change, the parties will follow the updated guidance. All employees shall be eligible for insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. "School year" is defined as September 1 through August 31.

b. An employee is presumed eligible at the start of the school year if they:
   - Worked at least six hundred thirty (630) hours in each of previous two (2) school years; and
   - Are returning to the same type of position or combination of positions for the District.

   To rebut this presumption, the District must notify the employee, in writing, of the specific reasons why the employee is not anticipated to work at least six hundred thirty (630) hours in the current school year and how to appeal the eligibility determination.

c. Employees who are hired in a school year after September 1 but are anticipated to work 630 hours or more in the school year shall be offered benefits coverage consistent with SEBB rules and/or WAC provisions regarding "mid-year hires".

d. All hours worked by an individual as an employee of the Issaquah School District shall be included in the calculation of hours for determining eligibility. An employee of the Issaquah School District may establish eligibility by "stacking" hours from multiple positions in the Issaquah School District. An employee may not establish eligibility by "stacking" hours from multiple school districts or other SEBB employer.

e. In the absence of applicable SEBB Resolution or WAC, eligibility of employees on unpaid leave status will be reviewed by the parties on a case-by-case basis. Such review shall occur reasonably in advance of any action by the District to terminate the affected employee(s) benefits.

f. If the District determines an employee is not eligible or is no longer eligible for the employer contribution for SEBB benefits, the District will notify the employee in writing of the specific reasons, how to appeal the District's eligibility determination, and the timeframe for the appeal. Notification will be provided to the employee provided by means other than to an employee's District email account if an employee is a substitute or is on leave of absence.

3. Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours or more in a school year, except during the month of September when the employee's benefit coverage will begin in September if the employee meets the eligibility criteria.

4. Continuity of Coverage

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets the eligibility criteria during the school year, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

5. Dependent Coverage

Employees have the opportunity to have their dependents covered by the SEBB. Dependents are defined by the SEBB as: legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

6. Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution through the last day of the month in which the employee's resignation is effective. In cases where separation occurs after completion of the student school year, benefit coverage will continue through August 31. Any exception shall be determined on a case-by-case basis, for example, in cases where the employee retires or resigns at the end of the school year.
An employee who is no longer eligible for the employer contribution toward SEBB benefits due to an event as stated in WAC 182-31-100, or after having exhausted leave available to them under FMLA or Washington State's Paid FML, may self-pay the premium and applicable premium surcharge set by the Health Care Authority. In such cases, if the employee's monthly premium remains unpaid for sixty (60) days from the original due date, the employee's SEBB coverage will be terminated consistent with WAC 182-31-100.

7. Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes changes to the insurance coverage provisions, either party can reopen this Agreement for negotiation over the changes to the extent permitted by law.

8. Declining Coverage

With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

9. Employee Assistance Program

The District will offer an Employee Assistance program to all staff members.

10. Collaborative Review Process

The District shall provide the Association with information and notices related to the HCA determination of employees deemed ineligible for benefits. The District will meet with employee to discuss benefit-related questions, but will direct all questions about benefit eligibility to the HCA.

11. Interpretation and Appeals

The provisions in this Section 10 represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with SEBB rules, regulations and policies, some of which may change over time.

Any SEBB decisions made by the District that an employee seeks to challenge shall be appealed by submitting a written request for administrative review in accordance with applicable WAC rather than the grievance procedure in Article 18 of this Agreement.

12. Industrial Insurance

The District shall pay the employer portion of the State Industrial Insurance premiums.

Article 5: Curriculum, Instructional Materials Selection and District Health Services

Section 1: Curriculum

1. **Staff Involvement in Curriculum Development:**

    a. District Committees: Any District committee, which is assigned the responsibility of creating, studying, evaluating, or otherwise dealing with any District educational program or curriculum must include staff as members.

    b. Compensation for Committee Work: When committees are created, part of the charge of the committee is to determine whether IEA members on the committee are to be compensated.

2. **Conducting Workshops Outside the District:**

    a. Staff members Conducting Workshops: The District and the Association recognize that it is mutually beneficial for staff members to conduct workshops in their areas of expertise for other school Districts and professional organizations. It reflects positively on the District to have its staff members recognized as instructional leaders.

    b. Therefore, staff members who are asked to conduct workshops related to their district assignment during work hours shall be allowed to do so for up to five (5) total workdays during the course of a school year. Each request must be made with at least three (3) months advance notice. Travel time is included as part of the five (5) total days. Days beyond the five (5) total, or requests made with fewer than three (3) months advance notice, may be granted at the discretion of the building principal or appropriate supervisor. If denied, the staff member may appeal the decision to the appropriate Executive Director.

    c. Reimbursement for substitute cost shall be made by the receiving school District or organization. If a staff member is teaching a class during the workday, s/he will be compensated at his/her regular salary and may accept an honorarium as compensation for workshop reparation and planning.

3. **Instructional Technology:**

    a. Technology Proficiency: Staff is expected to consistently incorporate technology into instruction and to facilitate student use of technology as a learning tool.

    b. Access to Training and Equipment:

        i. Transition to integrating the use of technology into instructional practices and to teach a modified curriculum generates substantial training needs; best practice requires support for shifts of such magnitude.

        ii. Computers and equipment placed in classrooms through District-approved course work and/or grants will follow these conventions.

        iii. ITP equipment will move with the staff member who participated in the course as long as he/she is in District. Any additional computers and equipment added by the school will stay with the school.

        iv. Situations involving fixed hardware will be handled on a case-by-case basis. The intent is that the staff member shall have no less than the equivalent level of technology equipment.

v. Equipment obtained through any grant will remain with that staff member as long as she/he remains teaching in the district. The exception is if the grant has its own language that overwrites the above statement.

vi. If the grant is written to the school, the equipment will stay with the school.

vii. If the grant is written to a department in a school, the equipment will stay with that department.

c. Instructional Use of Technology: Training in the use of technology in instruction needs to occur when the hardware is available to the staff member. As the introduction of hardware into a classroom occurs over time, training must be scheduled on an ongoing basis. Staff members will not be expected to implement new procedures in the area of technology beyond the degree to which they have been provided training, equipment, and time to implement the procedures.

d. Creation of Curriculum: The District has an adopted curriculum. Creation of lessons that adapt or modify the curriculum to take advantage of technology will be generated by the District, in consultation with staff members. The infusion of technology into the curriculum will be designed and paced to match the available hardware and software in each classroom

e. Disseminating Curriculum: Curriculum adjusted to incorporate technology will be introduced over time, as resources are made available. The amount of curriculum change will be proportional to the time and support available. Consideration of when the curriculum will be used will influence the timing of the training. With dissemination will come training, modeling, and coaching on the use of the lessons.

f. Compensation associated with this Section (Article 4, Section 2 (9, 10, 11)) is contingent upon the continuation of the Technology Levy.

4. MLL (Multilingual Learner) Materials: Each MLL student will generate $25 for materials per year.

5. New Hire Academy: Issaquah is committed to supporting a high level of student success through attracting and retaining excellent staff. Staff members new to the District shall be offered a New Hire Academy in August and ongoing professional development. Those certificated staff who participate in the New Hire Academy in August will be paid a stipend of $1,500. Partial attendance shall be prorated.

6. Educator Mentor Program:

a. The Building Level mentor support for staff include resources to:

i. Facilitate mentor/mentee meetings throughout the year

ii. Facilitate mentor/mentee match ups

iii. Ensure that new staff members receive peer observation and feedback opportunities during the year.

iv. Provide liaison support between central administration and buildings regarding mentoring of new members.

b. Educator Mentors shall be experienced, highly-skilled educators who are trained to observe, coach, and support new staff members.

c. Building level mentors will have no more than one (1) New to the Profession mentee or no more than three (3) experienced staff members new to the District.

d. In order to support experienced staff new to the District, the New Experienced Staff Member will receive a building mentor.

e. Mentors and mentees shall receive compensation as follows:

i. Educator mentees, as defined as educators with less than one year of experience in the profession or new to the district, will be paid for a maximum of up to eighteen (18) hours at the professional rate. Up to eight (8) hours will be for attending district meetings and up to ten (10) hours will be paid for work with the mentor. Attendance at district meetings is not required.

ii. Educator mentors will be paid a maximum of thirteen (13) hours at the professional rate for each mentee. Up to two (2) hours will be for preparation. Up to one (1) hour will be for attending a district meeting and up to ten (10) hours will be paid for work with each mentee. Attendance at the district meeting is required.

iii. One (1) sub day will be provided to the mentor/mentee New to the Profession team for both to conduct a half-day to collaboratively observe one another or other teachers in the building. Use of the substitute release time is optional.

iv. Mentors/mentees are not supervisors. The mentors/mentees relationship is confidential for the purposes of evaluation and completely outside the evaluation process.

7. ISD and IEA agree that hiring, supporting and retaining a highly-skilled and diverse work force is imperative as we strive for educational equity. Our goal is to raise the achievement of all students while narrowing the gap between the highest and lowest performing students and eliminating the racial predictability and disproportionality of which student groups occupy the highest and lowest achievement categories.

8. Both parties acknowledge an effort to promote a workplace environment and culture that supports retention of highly-skilled and diverse educators under EL-16. As such, the District shall partner with IEA to create and implement a cohort model for new Educators of Color, as defined as those with less than one year of experience in the profession or new to the district, including optional mentorship and coaching, and access to professional development created for and made specifically for Educators of Color.

a. Charge of the Cohort: The cohort shall analyze surveys of retained educators of color to enact a mentorship model to support mentees with differentiated topics. Mentors can support mentees in a wide array of areas such as, but not limited to: Student/family communication, supervisor communication, listen to concerns, colleague communication, provide information on professional development, evaluation process, leadership roles, lesson planning, grading, conferences, and report cards.

b. Stipend: Mentors and mentees shall each receive a stipend of $1,500 for twenty (20) hours of meeting time. Mentors with more than one mentee shall receive a stipend of $2,000. At least half of these meetings will be teacher directed based on the needs of the mentor and mentee.

9. Feedback: Each year the Human Resources administrator will assess District staffing needs, including critical staffing needs as defined below, and discuss those in regular LMT meetings with the IEA President. Critical staffing needs shall be defined as those positions in which there is anticipated to be a significant shortage of quality staff, including those who have been historically underrepresented among Certificated Instructional staff, and those which address Board/Superintendent priorities.

10. Social-Emotional Learning (SEL) Curriculum and Materials: The purpose of SEL is to provide relevant, meaningful SEL lessons developed for our students using the WA K-12 SEL Standards and Benchmarks.

a. Identification and/or development of the SEL materials used shall not be the responsibility of certificated staff members. Lessons and activities will be pre-planned, with all materials prepared, and provided to educators.

b. Staff members will be notified of SEL topics available for a school year during the August LID days. Building administrators will solicit staff input to determine topics presented in SEL lessons that fall outside state and/or district mandated requirements.

c. Materials will be provided to staff no later than ten (10) work days before staff members will be presenting the material to students.

d. After curriculum is provided, staff members will be provided multiple opportunities to receive optional training and/or support on the content during their work day.

e. Before the end of the school year, student input (grades 6—12) will be collected regarding SEL lessons to inform SEL topics for the following school year.

Section 2: Instructional Materials Section Process and Committee

1. **Legal Reference for Instructional Materials Selection:** In accordance with RCW 28A.320.230, the Board of Directors of Issaquah School District #411 is legally responsible for establishing a policy for approval of instructional materials used in the implementation of the District's instructional program.

2. **Charge to the Adoption Committee for Selection of Instructional Materials:**

   a. The success of the District in meeting the needs of students is directly related to the range and quality of instructional materials available. Staff members will be provided with teaching and learning materials essential for the maintenance of an effective instructional program. Such a program will:

      i. Meet State standards, District goals, benchmarks, and curriculum/course objectives;

      ii. Provide access to materials of the appropriate level for students' abilities, interests, and maturity;

      iii. Enhance free inquiry and learning;

      iv. Respect the importance of dealing with issues, including controversial issues, with consideration of various points of view;

      v. Respect democratic traditions, the Constitution, and the Bill of Rights;

      vi. Respect both sexes and the multi-cultural reality of our society; and

      vii. Provide materials that are current and reflect the rapid and continuing expansion of knowledge.

   b. Subject to the provisions of this policy, the Board has assigned to the professional staff the responsibility for selection of instructional materials.

3. **Definition of Terms:**

   a. Instructional materials include, but are not limited to, books, pamphlets, audio and visual media, texts, library books, software, technology-based materials, reprints, tapes, films, photographs, clippings, manipulative material, and other materials used in the learning process.

   b. Standard instructional materials are instructional materials that constitute the principal learning resources for meeting the goals and objectives of a given course of study.

   c. Supplemental instructional materials are those materials, not specified by the adoption committee that complement, not replace, the Standard Instructional Materials by:

      i. Providing for various ability levels and interests of students and expertise of staff.

      ii. Providing more depth, different points of view, more detailed information, a more comprehensive view, a

greater appreciation for cultural pluralism, or more timely information.

d. Ephemeral instructional materials are those selected for a course of study because of the currency of topics to be covered. Some courses of study may rely heavily on ephemeral materials.

e. Library resource materials are any materials available through library resource centers, for student or staff use.

4. Review and Selection of Standard Materials for District Adoption, K-12:

The success of the District in meeting the needs of student learning depends in part on the range and quality of materials available to teachers for use in the instructional program. The selection of standard textbooks and materials to be recommended for District adoption is the responsibility of the professional staff and shall be fulfilled through District curricular area adoption committees and building teams.

a. The Adoption Committee.

i. To promote informed decision-making, the adoption committees shall be structured to do the following:

1. Provide for representation of school and grade level teachers;

2. Include representation of professional who that teach the full range of students;

3. Consider parent/community values and feedback; and

4. Provide adequate opportunity for all teachers who are to use the materials to examine materials and provide input prior to final recommendation.

ii. The committee structure will vary, depending upon the numbers of teachers involved in the teaching of the subject under review.

b. The Review Process: The Teaching and Learning Services will establish the Adoption Committee to be made up of staff with a range of assignments, roles, job locations, and experience. IEA can recommend members prior to the formation of the committee. The adoption committee will be a balance of ISD and IEA representatives.

c. Responsibilities. The committee charge shall include the responsibility to:

i. In year one (1), the committee members shall:

1. Review research and best practices.

2. Create a scope and sequence, which develops benchmarks and supporting objectives in keeping with the District's philosophy and goals.

3. Review the Appropriate Learning Standards.

4. Review student performance data.

5. Review the current program and identify strengths and weaknesses.

6. Select appropriate materials to field test considering:

(1) The instructional quality of the curriculum;

(2) The organization and usability of the curriculum;

(3) The ability of buildings to implement and support a potential curriculum adoption through items such as, but not limited to, paper usage, copying costs, network bandwidth, needs to considered in their decisions;

(4) Whether the recommended curriculum fits within the parameters of the instructional year and classroom minutes available.

(5) Provide regular communication to and from building staff regarding the status of the curriculum adoption.

ii. In the year two (2) of adoption recommendation, the committee shall:

1. Conduct field tests of the selected materials;

2. Review available data about student achievement where materials are used;

3. Choose the curriculum to be recommended for adoption. In the decision-making process the committee should also revisit the sustainability parameters used in the first year of the process. (Article 5 Section 2.4(c)(i)

4. Recommend options for instructional materials and library support for adopted curriculum;

5. Recommend links with other disciplines and with community;

6. Plan for development of a finalized common scope and sequence, pacing guides, common assessments, and additional support materials as needed to implement the curriculum

7. Provide a plan for initial and subsequent professional development;

8. Develop plan and recommendation for timely surplus of current materials.

iii. Prior to a final recommendation, the committee shall make provision for all staff members who shall be expected to use the materials to:

1. Be apprised of the philosophy, goals, and benchmarks and the criteria for selection of materials, and

2. Review and give input to the committee as to the materials under consideration, which best fulfill the charge of the charter.

iv. Phase-in Implementation. An adoption may be recommended as a phase-in implementation.

1. In this phase-in implementation, staff members would be assigned the responsibility to use the materials on a timeline determined by the committee.

2. Those staff members using the materials may have the additional responsibility of developing appropriate supplementary activities or materials as needed and may be asked to provide in-service for other staff members who will be using the materials.

d. District Development of Materials: It is the responsibility of the District to develop a common scope and sequence, pacing guides, common assessments, and additional support materials as needed to implement the curriculum prior to implementation and availability to staff.

e. Availability of Selected Materials. Major consideration, such as accelerating scope and sequence development, beginning materials selection the school year before ordering materials, and electronic access to staff when

available, shall be given to assuring the timely arrival of new materials. The intention is to have the final adoption proposals to the Board by the second board meeting in May. The District will provide a status report to affected staff about ordered materials no later than June 30. If the materials and training are not in place by August 14, the ISD/IEA Meet and Confer Committee will meet to create a revised implementation schedule for said curriculum.

f. Implementation and Staff Development. Teaching and Learning Services shall have responsibility for implementing the above provisions along with the planning and scheduling of related in-service. The District shall provide the scope and sequence, and materials for newly adopted curriculum to staff at least 15 workdays prior to staff being expected to implement.

g. Feedback Loops. In the first two years following an adoption the district will survey members on the implementation of the adoption. The survey may seek information from practitioners who are involved in the initiative that includes (but is not limited to) the following categories: clarity of the program's purposes; ease of use of teachers' guides and supplementary technology; quality of materials for various levels; effectiveness of district-directed in service; usefulness of students' performance assessments. The results of these periodic surveys will be shared with the Meet and Confer committee.

5. Procedure for Instructional Materials Committee:

a. Standard Instructional Materials: Standard Instructional Materials shall be reviewed by the Instructional Materials Committee. Those materials, recommended for adoption and approved by the Superintendent, shall be submitted to the Board for action. Updated editions of currently approved texts need not be submitted to the IMC, unless the new edition is substantially changed from the approved version.

b. Instructional Materials Committee

i. Purpose:

1. To review and act on instructional materials recommended for adoption.

2. To use the District's procedures for reviewing and declaring materials as obsolete or surplus.

3. When requested by the Superintendent, to stand as the body that reevaluates challenged materials and provides recommendation to the Superintendent.

ii. Function:

1. To review and recommend materials based on:

a. The District's goals for adoption;
b. The District's philosophy of selection of instructional materials; and
c. Current practices for evaluation of materials for gender and ethnic bias and community standards.

2. To review and recommend materials as obsolete or surplus.

iii. Membership:

1. The Instructional Materials Committee shall consist of sixteen (16) voting members and a non-voting chairperson.

2. Eight (8) subject area professional staff members to include two (2) elementary, two (2) middle school, and two (2) high school members at all times.
   a. 1 Math/Science
   b. 1 Social Studies/Humanities
   c. 1 Health and P.E.
   d. 1 Language Arts/Humanities
   e. 1 Career and Technical Education
   f. 1 Special Education
   g. 1 Guidance and Counseling
   h. 1 Art/Music
   i. Three Teacher-Librarians – one (1) elementary, one (1) middle school and one (1) high school.

3. Five (5) community members appointed by the Superintendent.

4. The Superintendent shall appoint the non-voting chairperson.

5. The professional staff members of the Instructional Materials Committee shall be chosen by the Superintendent from a list of qualified staff members provided by the Association. The Superintendent may request that the list be extended to provide adequate latitude in selection of a representative committee and/or suggest staff members to be included on the list.

6. The term of office for appointed members shall be two (2) years. Appointments shall be staggered. Vacancies during a term of a member shall be filled according to procedures noted above. The chairperson is appointed annually by the Superintendent.

7. Any committee member absent from two (2) consecutive meetings, except for illness or as authorized by the committee, may be required to vacate his/her position. The Superintendent shall fill such vacancy according to the procedures noted above.

iv. Meetings:

1. Meetings are scheduled as needed. All meetings shall be called by the IMC chairperson. Members must receive written notices of all meetings at least five (5) days in advance. A simple majority of the current year's total IMC members shall constitute a quorum.
2. When IMC meets during the workday, funds shall be budgeted to provide substitutes for members having classroom responsibilities. When IMC meets outside the workday, members shall be paid at the professional rate for meeting time and for time spent reviewing materials.

3. The first committee meeting of the year will include in-service for members with the agenda developed collaboratively by the District and Association.

v. The Instructional Materials Committee shall use the following procedures:

1. Presentation procedures:

   a. When an instructional material is being presented to the IMC as a District adoption, the committee chair and representatives from the recommending committee will make the presentation.

   b. When a supplemental or ephemeral material is being presented to the IMC, the staff member(s) recommending the material shall make the presentation. Department heads, principals, and/or appropriate curriculum specialists may participate.

2. Staff member(s) making a presentation to the IMC shall complete the Selection of Standard

Instructional Materials form and submit it to the IMC chairperson for review two (2) weeks prior to the IMC meeting.

a. When part of a district curriculum adoption, Teaching and Learning will be responsible for providing the IMC with appropriate copies of materials for review. When a building, department, grade level, or staff member brings an instructional material before the IMC, the building, department, grade level, or staff member is responsible for providing the IMC with appropriate copies of materials for review.

b. Contact the IMC chairperson prior to the date of the scheduled presentation. Be prepared to elaborate on information contained on the Selection of Standard Instructional Materials form.

3. IMC members shall be responsible for gathering additional data she/he feels is necessary in making his/her own decision.

vi. Voting Procedures:

1. Voting on recommended materials shall be conducted by a show of hands.

2. Only committee members who heard, in person or on tape, the initial presentation and the discussion shall be allowed to vote. A recommendation vote to the Superintendent requires a simple majority of the current year's total IMC members (including proxy ballots) voting affirmatively.

vii. Procedures following the vote:

1. The chairperson forwards materials approved by the IMC to the Superintendent for submission to the Board.

2. Prior to Board action, materials are placed on public display at the Issaquah School District Administrative Service Center. Through the media, parents are encouraged to review the learning materials that are being considered for use.

3. The Superintendent informs the Board of the recommendation for adoption and, upon request, provides members a copy of the materials for review.

4. The Board acts on the request for adoption.

viii. Minority Report procedures:

1. An intent to file a minority report either must be announced at the IMC meeting at which the vote is taken or must be forwarded to the IMC chairperson within three (3) days of that meeting. The IMC chairperson must receive the minority report at least one (1) week prior to anticipated Board action.

2. Majority reports are required whenever it is announced that a minority report is to be filed.

3. Majority reports shall include the vote, the selection form, and the rationale for approving the selection.

4. Both majority and minority reports must be signed by the authors.

5. Both majority and minority reports shall be reviewed by the chairperson and the Superintendent before being forwarded to the Board and being disseminated to IMC members.

ix. Withdrawal procedure:

1. District Adoption recommendation: Prior to presentation to the Board for action, a request for withdrawal of materials from consideration may be made by the adoption committee chair, based on committee consensus.

2. Building or staff member request: Prior to presentation to the Board for action, a request for withdrawal of materials from consideration may be made by the submitting staff member(s) or building administrator.

6. Procedure for Selecting Library Resource Materials: Under the direction of the building principal, the Teacher-Librarian selects library resource materials. The Teacher-Librarian begins the process by determining what is required to support and enrich the educational program of the District.

   a. The Teacher-Librarian considers the following in selection:

      i. The curriculum needs of the individual school and individual students;

      ii. The reading interests, abilities, and background of the students using the library and;

      iii. Requests from staff, students, parents, and District specialists, and;

      iv. Professional selection tools.

   b. The Teacher-Librarian shall prepare the purchase order and submit it according to the building's system for processing purchase orders, which may include review by the building principal.

   c. Objectives of selection. The primary objective of a school library is to implement, enrich, and support the educational program of the school by:

      i. Providing resource materials for students and faculty;

      ii. Providing materials that meet the interest, vocabulary, maturity and ability levels of all students;

iii. Fostering reading and learning as a lifelong activity through pleasurable exposure to materials, both printand non-print; and

iv. Providing materials that fulfill the goals as outlined in the School Library Bill of Rights for School LibraryMedia Programs.

d. School Library Bill of Rights for School Media Programs. The American Association of School Librarians reaffirms its belief in the Library Bill of Rights of the American Library Association. Media personnel are concerned with generating understanding of American freedoms through the development of informed and responsible citizens. To this end, the American Association of School Librarians asserts that the responsibility of the school library is to:

i. Provide a comprehensive collection of instructional materials selected in compliance with basic, written selection principles, and to provide maximum accessibility to these materials;

ii. Provide materials that will support the curriculum, taking into consideration the individual's needs and the varied interests, abilities, socio-economic backgrounds and maturity levels of the students served;

iii. Provide materials for staff members and students that will encourage growth in knowledge and that will develop literacy, cultural and aesthetic appreciation and ethical standards;

iv. Provide materials that reflect the ideas and beliefs of religious, social, political, historical, and ethnic groups and their contribution to the American and world heritage and culture, thereby enabling students to develop intellectual integrity in forming judgments;

v. Provide a written statement, approved by the local Board of Education, of the procedures for meeting the challenge of censorship of materials in school libraries; and

vi. Provide qualified professional staff to serve teachers and students.

7. Challenged Materials:

a. **Definition of Complainant:** The complainant is defined as the concerned party, i.e., community member, student, staff, or the professional association.

b. The complainant shall communicate the concern to the staff member(s) primarily responsible for the use of the materials. The two (2) parties shall make every effort to resolve the concern. The principal or department chairperson may be involved at the request of either party.

c. If the matter is not resolved, the complainant may ask the building principal for the Request for the Re-Evaluation of Materials form and a copy and explanation of the Challenged Material Procedure.

d. The complainant shall complete the Request for the Re-Evaluation of Materials form and shall submit the complaint to the Superintendent.

e. The Superintendent shall request from the Chair of the Instructional Materials Committee, the original documentation and committee minutes from the IMC review and recommendation process.

f. If the material has not been recommended by the IMC:

i. Within ten (10) school days of receipt of the Request for the Re-Evaluation of Materials form, the Superintendent shall request the primary user of the material to submit a written explanation of the selection process used for the material.

ii. The primary user shall have ten (10) school days to submit the explanation to the Superintendent.

iii. Upon receipt of the explanation, the Superintendent shall have thirty (30) school days to complete the reevaluation review and to communicate his/her decision in writing to the complainant and the staff member(s) primarily responsible for use of the material.

g. If the material has been recommended by the IMC:

i. Within ten (10) school days of receipt of the Request for Re-Evaluation of Materials form, the Superintendent shall forward the Request for the Re-Evaluation of Materials form and the original IMC documentation and minutes to the IMC.

ii. The IMC shall have thirty (30) school days to complete its reevaluation review and for the chairperson to make a written recommendation to the Superintendent.

iii. During the reevaluation review, the committee shall take into consideration the actions of the original selection committee.

iv. The Superintendent may accept or reject the IMC's recommendation. Within ten (10) school days of receiving the committee's recommendation, the Superintendent shall communicate his/her decision in writing to the complainant and the staff member(s) primarily responsible for use of the material.

h. In both cases stated above (f or g), the Superintendent or the IMC shall reevaluate the materials with the specific objections in mind as they relate to Academic Freedom (Article 2) and the District goals and philosophy of selection of instructional materials (Article 5, Section 2).

i. Upon request of either party, the Board shall review the Superintendent's decision. Such request for Board review must be made within ten (10) school days of receipt of the Superintendent's decision. If a request is not received within ten (10) school days, the challenge process shall be considered completed. If a request for Board review is submitted, the Board shall have thirty (30) calendar days in which to make a decision.

j. Any disputed materials shall remain in use in the school system until the challenge process has been completed.

Section 3: Issaquah School District Health Services

1. **District Health Services:**

a. All schools shall receive a minimum of ten (10) hours of ESA (certificated) or RN (classified) nursing services each week. Additional hours will be assigned to a school based on need from the District pool. The District pool is calculated based on five (5) hours times the number of District schools (excluding Echo Glen). District nurses will work with the nursing staff supervisor to determine staff placement with the supervisor having final approval. The number of ESA nurses will be maintained at four (4.0) FTE. RNs will be hired to maintain a minimum of ten (10) hours per week at each school not staffed with an ESA nurse. Should the District be unable to hire qualified RNs in a timely fashion, the decision to replace ESA nurses with RNs will be reviewed.

b. Each 0.9 or 1.0 FTE ESA nurse will provide full nursing services to two (2) schools and will monitor registered nurses (RNs) in their corridor.

c. ESA nurses will train and delegate health care responsibilities to RNs, as well as monitor RNs for appropriate nursing services and procedures. New RNs and mentoring ESA nurses will each be paid six (6) hours for induction training in August.

d. Health care plans for students will be completed before school begins each year or as required by law. ESA nurses and RNs will be allocated eight (8) extended contractual days. Definitions and constraints upon extended contractual days will align with Article 4, Section 4.3 in its entirety.

e. Team leader responsibilities will be fulfilled by an ESA nurse. The nursing team will have one (1) three (3)-hour meeting per month to maximize service to students and schools. The nurses will be able to utilize non-student days throughout the year for additional meetings/trainings if in-building activities are deemed inappropriate for nurses.

f. ESA nurses will facilitate a plan in each building for health room coverage and health services delivery. The planning team will include the nurse, principal, school secretary, health room tech (HRT), counselor, psychologist, and LRC 2 staff (if applicable.) Trained HRTs are key to the District health services model. ESA nurses and RNs will train and delegate health care responsibilities to the HRTs and secretaries. To provide continuity, best serve the students, and provide support for the school nurse, one (1) HRT will be assigned the building health room hours whenever possible. When the building schedule permits, this same HRT will be assigned to the health room during student lunch time to administer daily medication and provide health care coverage.

g. Minimum HRT time will be designated as follows based on the October 1 student headcount:

    i. High schools over 1,000 student headcount will receive two (2) hours per day of HRT time.

    ii. High schools over 1400 student headcount will receive three (3) hours per day of HRT time.

    iii. Middle schools shall receive three (3) hours per day of HRT time.

    iv. Elementary schools shall receive three (3) hours per day of HRT time plus an additional half-hour (0.5) per day for each 100 students over 600 (October 1 headcount.)

Article 6: Certificated Evaluation

Section 1: Introduction and General Provisions

1. **General Provision:**

   a. We believe that staff members are professionals who seek to grow and care about students and their learning. Staff and Administration have a shared responsibility to give and accept constructive feedback under the professional growth model evaluation system. Administrators are encouraged and welcomed to visit the employee's instructional setting or office throughout the year whether staff members are on focused or comprehensive evaluation.

   b. The parties are committed to implementing the evaluation system in good faith and with mutual respect. The objectives and purposes of employee evaluation are the following: maintenance of a high quality of professional practice, provision for the improvement of professional practice, recognition of outstanding performance, and promotion of comprehensive professional growth and effective professional practices. The use of data in decision-making, goal setting, and performance appraisal is an integral part of evaluation.

   c. To comply with ESSB 6696 and RCW 28A.405.100, Issaquah's Classroom Teachers will be evaluated with the Issaquah School District 4-Tiered Rubric Evaluation System based on the 8 State Evaluation Criteria and Charlotte Danielson's Instructional Framework for Teachers, as approved by OSPI and linked below:

      i. Separate PDF links–

         1. Danielson Framework for Teaching at a Glance, Appendix.

         2. Danielson's Framework for Teaching Rubrics by Washington State Criteria, Appendix.

      ii. Classroom Teachers as defined by WAC 392.191A.030 shall be placed in one (1) of two (2) strands:

         1. Comprehensive
         2. Focused

   d. To comply with ESSB 6696 and RCW 28A.405.100, Issaquah's Certificated Support Personnel including but not limited to Counselors, Deans of Students, Teacher-Librarians, OTs, PTs, Psychologists, SLPs, Nurses, and TOSAs, including positions such as Student Support Coaches, Instructional Coaches, and Program Specialists, will be evaluated with the Issaquah School District 4-Tiered Rubric Evaluation System based on the 5 State Evaluation Criteria. To provide a relevant and meaningful evaluation framework, Counselors, Teacher-Librarians, OTs, PTs, Psychologists, SLPs, and TOSAs will be evaluated with the Modified Charlotte Danielson's Instructional Framework as appropriate to the employee's position. Deans of Students will be evaluated with the Issaquah School District Dean of Students Evaluation. Nurses will be evaluated with the **ISD Nurse's Evaluation Rubric by State Criterion.**

      i. See the linked, Charlotte Danielson's Frameworks Modified for Counselors, Therapeutic Specialists (OTs, PTs, SLPs), Psychologists, Teacher-Librarians, and TOSAs.

      ii. See the linked ISD Dean of Students Evaluation Rubric and ISD Nurse's Evaluation Rubric.

      iii. Certificated Support Personnel such as Counselors, Deans of Students, Teacher-Librarians, OTs, PTs, Psychologists, SLPs, Nurses, and TOSAs shall be placed in one (1) of two (2) strands:

         1. Comprehensive
         2. Focused

e. Since many factors affect student performance, and since many of these factors are outside the control of the employee, a student's National and State standardized test scores shall not be used to evaluate employee performance or to affect employee transfer or reassignment rights.

f. All observation(s) and gathering of evidence related to the evaluation process shall be conducted openly and with the knowledge of the employee.

g. If an employee files a grievance relative to implementation of any section of this article, the District shall not be prevented from proceeding with such implementation pending resolution of the grievance. If a grievance involves evaluation, only alleged procedural or factual errors are appropriate for arbitration.

h. All staff members shall receive a comprehensive summative evaluation at least once every four (4) years.

   i. For Classroom Teachers a comprehensive summative evaluation assesses all eight (8) evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

   ii. For Certificated Support Personnel a comprehensive summative evaluation assesses all five (5) evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

i. Signatures of the staff member required under any section of Article 6 Certificated Evaluation do not express agreement, but merely receipt of that information. The staff member may attach comments.

j. Within five (5) calendar days of receipt of the Summative Evaluation Rating, the staff member may submit signed comments that shall be attached to the report in the staff member's District personnel file. Summative Evaluation Ratings shall be the only record of performance maintained other than those required by law, in the employee's District personnel file unless the staff member decides to provide an attachment.

2. Responsibility for Evaluation:

a. Within each school, the principal or designee shall be responsible for the evaluation of employees assigned to that school. When a staff member is assigned to more than one (1) school or to a District program (such as special education, SAGE, MLL teachers), the principals and program managers shall determine which supervisoris responsible for evaluating the staff member.

b. An attempt should be made to ensure that a staff member has the same evaluator throughout a school year. If a staff member receives a two (2) or less on the comprehensive summative evaluation performance rating the Administration will attempt to ensure that the same evaluator will observe and evaluate the staff member in the subsequent school year. Any principal or program manager may designate other staff members to assist in the observation and evaluation process, provided that such staff members are not members of the bargaining unit represented by the Association.

3. Training:

a. Ongoing professional development regarding the evaluation system will be provided for staff members new to the District and made available to current staff.

b. An administrator, principal, or other supervisory personnel must be trained in the district evaluation procedures before evaluating staff. The District shall have an ongoing plan to develop and sustain rater agreement.

c. Evaluation Meeting - Within six (6) weeks of the beginning of school, supervisory personnel will hold a general employees meeting or hold individual conferences to review evaluative criteria and procedures.

4. Committee/Forms/Definitions/ Procedural:

   a. District/Association Evaluation Committee: A joint ISD/IEA team will be established as needed. The team will make recommendations for changes in the evaluation system to the Association and the District. This team will consist of up to four (4) IEA members appointed by the IEA president and up to four (4) administrative staff appointed by the Superintendent or designee. All forms for the evaluation process will be designed at the District level with involvement and feedback from the IEA.

   b. For the purpose of evaluation, formal observations of staff members shall be conducted in the performance of their majority work assignment unless mutually agreed to by both parties.

   c. The Summative Evaluation Rating (defined below) will be completed and provided to the staff member no later than two (2) weeks before the end of the school year in which the evaluation takes place.

   d. Definitions:

      i. The Comprehensive Summative Evaluation Performance Rating, hereafter known as the Summative Evaluation Rating (SER), shall be given at the end of the evaluation cycle for each year. The Summative Evaluation Rating shall be as follows: Unsatisfactory (1), Basic (2), Proficient (3), or Distinguished (4).

         1. For Classroom Teachers the Summative Evaluation Rating must be based on the scoring rubric established by the state using the eight (8) defined criterion and the Impact on Student Learning Growth Goal. This Summative Evaluation Rating is given for both the Comprehensive and Focused Evaluations.

         2. For Certificated Support Personnel the Summative Evaluation Rating must be based on the scoring rubric established by the district using the five (5) defined criterion. This Summative Evaluation Rating is given for both the Comprehensive and Focused Evaluations.

      ii. The Preliminary Evaluation Rating (PER) is the interim score given to a staff member after an observation to show their current standing on the Summative Evaluation Rating scale.

      iii. Evidence means examples of observable practices of the staff member's ability and skill in relation to the instructional framework rubric appropriate to the staff member's position, as noted by the evaluator. Evidence also means work product(s) and other relevant examples of the employee's practice(s), which are a natural by-product of the employee's work and not a newly created document(s) for the purpose of satisfying evaluation requirements. Evidence is observed and/or selected using professional judgment by the evaluator and/or the employee and demonstrates the knowledge and skills of the employee with respect to each of the criteria. Inclusiveness and brevity are two (2) competing factors, with the emphasis placed on the quality of employee work, not the quantity of materials presented. The evidence must be sufficient to the evaluator as well as user friendly (neat, organized), but is not intended to be overly burdensome on the employee or evaluators.

      iv. The staff member may provide additional evidence to aid in the assessment of the employee's professional performance against the instructional framework rubric appropriate to the employee's position, especially for those criteria not observed in the educational setting or office.

Section 2: Student Growth Goal

1. ISD/IEA Student Growth Measures:

   a. The evaluation model requires the use of multiple measures to determine student growth between two (2) points in time. To meet this requirement, the Issaquah School District and the Issaquah Education Association have identified the following categories of assessments to be used in measuring student growth for the

purposes of the evaluation process:

i. District level common summative assessment, when available, selected or created at the District level with teachers' involvement and feedback.

ii. School/Department selected interim assessment (a unit test, quiz, writing assignment, or other curricular assessment) mutually agreed to between teachers and the building principal(s).

iii. Classroom Teacher determined assessments, which could include formative assessments.

2. Procedures for Student Growth Implementation for the Comprehensive Evaluation Process for Classroom Teachers only.

a. Elementary Classroom Teachers measure student growth for a subject identified by the principal applicable to their assignment. Secondary Classroom Teachers select a class period or subject matter, as applicable to the Classroom Teacher's assignment, for the purpose of measuring student growth.

b. The Classroom Teacher will administer the District common pre-assessment in the class period or subject matter selected, if required.

c. The Classroom Teacher will draft his or her student growth goals and action plan, based on the data analysis of the pre-assessment.

d. The Classroom Teacher then shares the goal and rationale for the Classroom Teacher's student growth goals with the evaluator.

e. The Classroom Teacher then meets with his or her grade level team or department to establish the teacher's growth goal for Criterion 8, and shares the goal with their evaluator who will then provide input to the Classroom Teacher on appropriateness of the goal.

f. After a collaborative conversation, the evaluator agrees on student growth goals for Criteria 3 & 6.

g. The Classroom Teacher will also measure student growth by using the following two (2) types of assessments:

i. School/Department selected interim assessment (a unit test, quiz, writing assignment, or other curricular assessment) and mutually agreed to, between Classroom Teachers and the building principal(s),

ii. A classroom teacher determined assessment which may be formative in nature.

h. The Classroom Teacher will administer the district summative common post-assessment, if one is available, in the class period or subject matter selected within the time frame established.

i. Determining the Scores for the Student Growth Components.

i. Impact on Student Learning Scoring

1. In determining the Student Growth Score for Criteria 3 and 6, the evaluator should triangulate student growth using classroom, school, District, and state-based data tools. The Overall Student Growth Score will be calculated by combining the Overall Student Growth Criterion Scores from Criteria 3, 6, and 8.

2. The Evaluator should examine additional circumstances associated with student attendance, the classroom teacher's assignment, experience, expertise, site and environmental factors affecting performance behaviors.

ii. What constitutes "adequate" student growth varies between students and classes.

3. Procedures for Student Growth Implementation for Focused Evaluation Process:

    a. The evaluator will approve the selection of the Criterion for the Classroom Teacher's focused evaluation within the parameters of the state requirements.

    b. If a Classroom Teacher on the Focused evaluation process does not select Criterion 3 or 6, he or she will also create a Student Growth Goal using the above Section 2 for Criterion 3.1 and 3.2 or 6.1 and 6.2.

    c. If a Classroom Teacher selects Criterion 3 or 6, he or she only needs to establish a Student Growth Goal for that singular Criterion and will use Section 2 to assess Student Growth for that Criterion.

Section 3: Comprehensive

1. Frequency: All staff members shall receive a Comprehensive Evaluation at least once every four (4) years.

    a. For Classroom Teachers the Summative Evaluation Rating must be based on the scoring rubric established by the state using the eight (8) defined criterion and the Impact on Student Learning Growth Goal. This Summative Evaluation Rating is given for both the Comprehensive and Focused Evaluations.

    b. For Certificated Support Personnel the Summative Evaluation Rating must be based on the scoring rubric established by the district using the five (5) defined criterion. This Summative Evaluation Rating is given for both the Comprehensive and Focused Evaluations.

2. The following groups must receive a comprehensive Summative Evaluation Rating (SER):

    a. Staff members who are provisional employees under RCW 28A.405.220 (known as provisional)

    b. Staff members who received a comprehensive Summative Evaluation Rating (SER) of level 1 or level 2 in the previous school year.

    c. Staff members who are transferred from a Focused Evaluation to a Comprehensive Evaluation at the direction of their evaluator or at the staff member's request.

    d. Staff members whose performance is not judged satisfactory consistent with RCW 28A.405.100.

    e. Staff members who have not received a Comprehensive Evaluation in the preceding three (3) years.

    f. Staff members returning to the district from a leave of two (2) years or more will be assigned to the Comprehensive Evaluation.

3. Timeline and Observations:

    a. Staff members newly hired by the District shall be placed in the Comprehensive Evaluation and shall be observed at least once for a minimum of thirty (30) minutes within the first ninety (90) calendar days from the commencement of their employment.

    b. During the school year, each staff member on the Comprehensive Evaluation shall be observed for the purpose of evaluation at least twice in the performance of their majority work assignment unless mutually agreed to by both parties.

    c. Total observation time each school year for every staff member shall not be less than sixty (60) minutes, including a minimum of two (2) formal observations of at least thirty (30) minutes each. Additional observations or a series of observations may be conducted as deemed necessary by either party.

d. A series of formal observations held within a three (3) week period may have a common pre-observation conference and will have a common post-observation conference. Each observation conducted as part of the series must be a minimum of thirty (30) minutes. One Preliminary Evaluation Rating (PER) form will be completed for the series of observations.

e. An employee in the third (3) year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her majority assignment and the total observation time for the school year shall not be less than ninety (90) minutes.

f. The timeliness of meetings around evaluations and observations is essential to the process. The pre-observation meeting must be held no more than five (5) working days prior to the observation(s).

g. A pre-observation conference shall be held between the staff member and observing evaluator prior to each observation or series of observations. At the pre-observation conference, the staff member and the evaluator shall elaborate on/discuss the staff member's specific objectives, instructional strategies and assessments to be used and other information relating directly to the Preliminary Evaluation discussion topics as outlined on the pre-observation form. Elements of the conference/discussion that provide evidence for the evaluation framework will be considered.

h. Cancellations of meetings and observations by evaluator or employee should only occur under emergency circumstances.

i. A post-observation conference shall be held between the employee and evaluator within seven (7) working days after an observation. The evaluator shall provide the employee with a working draft of the Preliminary Evaluation Rating form, which may include preliminary scoring based on the rubric, the day of or prior to the meeting. At this meeting, the evaluator and employee will discuss areas of strength, areas for further growth, additional evidence and areas that have not yet been observed. The employee and evaluator will have the opportunity to provide additional evidence, which may then be incorporated into the completed Preliminary Evaluation Rating form. The completed Preliminary Evaluation Rating form will be provided to the employee within three (3) working days of completion.

j. When practical pre and post observation conferences should be held in the employee's room or office for the purpose of accessing and documenting evidence related to the appropriate instructional framework rubric.

k. Pre and Post Observation meetings shall occur within the contractual day unless mutually agreed to by both parties.

l. In the process of scoring each Criterion no single Component will be weighted more or less heavily than any other Component.

m. When evaluating Domain 4 professional development and staff member's leadership, data from up to three (3) years prior will be considered. The employee will explain how current professional practices connect to contributions from the previous three (3) years. Evaluators are encouraged to use a broad interpretation of employee leadership.

4. Informal Observations:

a. Informal observations may be conducted as needed.

b. An informal observation can be but does not need to be pre-scheduled.

c. Observations do not have to be in the classroom or instructional setting. For example, department or collegial meetings may be used for informal observations.

d. If there is an area of concern based upon any informal observation, there must be written documentation of the concern and the documentation must be provided to the employee within five (5) workdays of when the concern was observed in order for that evidence to be used in the evaluation process.

e. Any time after an informal observation a staff member may request a meeting to discuss the informal observation.

Section 4: Focused

1. Frequency, Selection of Criterion, and Summative Rating Score: In the years when a comprehensive evaluation is not required, staff members who received a Summative Evaluation Rating of level 3 (Proficient) or above in the previous school year are required to complete a Focused Evaluation.

   a. For Classroom Teachers a Focused Evaluation includes an assessment of one (1) of the eight (8) Criteria selected for a performance rating plus professional growth activities specifically linked to the selected Criterion.

   b. For the Certificated Support Personnel, a Focused Evaluation includes an assessment of one (1) of the five (5) Criteria selected for a performance rating plus professional growth activities specifically linked to the selected Criterion.

   c. The selected Criterion must be approved by the staff member's evaluator and may have been identified in a previous evaluation as benefiting from additional attention. A group of staff members may focus on the same evaluation Criterion and share professional growth activities.

   d. The staff member's Summative Evaluation Rating (SER) from the most recent Comprehensive Evaluation is assigned and used as the staff member's overall Summative Evaluation Rating score for any of the subsequent years that the staff member is on the Focused Evaluation Cycle. The intent of this provision is to encourage educators to pursue areas of challenge in an effort to improve professionally. Should a staff member provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

   e. A staff member may be moved from a Focused Evaluation to a Comprehensive Evaluation at the request of the employee or evaluator. This move must be requested by the employee in writing on or before December 15 of that school year. Should an evaluator determine that a staff member should be moved to a Comprehensive Evaluation for that school year, the staff member must be informed of this decision in writing at any time on or before December 15.

   f. If asked by the staff member, evaluators will provide interim feedback on his/her performance level in regards to the Criterion rubric.

2. Observations:

   a. For the staff member who selects an observable Criterion, total observation time each school year shall not be less than sixty (60) minutes, including a minimum of two (2) observations. Additional observations or a series of observations may be conducted as deemed necessary by either party. Observations do not have to be in the classroom or instructional setting. For example, department or collegial meetings may be used for observations.

   b. For the staff member who selects a Criterion that is less observable in the instructional setting, total engagement time with the evaluator shall not be less than sixty (60) minutes each school year. These interactions can include but are not limited to observations, staff department and team meetings, Guidance Team, parent meetings or any other meetings where the evaluator is present.

   c. Additional observations or a series of observations may be conducted as deemed necessary by either party.

d. An observation can be but does not need to be pre-scheduled.

e. If there is an area of concern based upon any observation, there must be written documentation of the concern and the documentation must be provided to the employee within five (5) workdays in order for that evidence to be used in the evaluation process.

Section 5: Remediation of Deficiencies

1. Specifying Deficiencies/Informal Growth Plan:

   a. Staff members with continuing contracts will be given support through an Informal Growth Plan under the following circumstances. The Informal Growth Plan must be implemented after at least two (2) observations, and prior to receiving a Summative Evaluation Rating (SER) of less than Proficient (3) in any given school year. The following shall occur if an Informal Growth Plan is to be established:

      i. The evaluator shall meet with the staff member and communicate verbally and in writing an Informal Growth Plan.

      ii. The Informal Growth Plan will identify:

         1. areas of deficiency within identified criteria,

         2. actions to remediate such deficiencies, and

         3. means by which the evaluator can provide assistance.

      iii. The staff member shall have at least twenty (20) school days to remediate the areas of deficiency. At the staff member's request, IEA Representation shall accompany the staff member at any conference between the evaluator and the staff member.

2. When a Remediation Program is Required:

   a. No staff member with a continuing contract shall be placed on probation unless an Informal Growth Plan has been given to the staff member in the current school year or the prior school year and at least twenty (20) school days were provided after the staff member's receipt of the Informal Growth Plan to remediate the areas of deficiency and subject to Article 6, Section 6, Probation.

   b. Collegial Assistance:

      i. A staff member who has received an Informal Growth Plan shall have the right to request an observation(s) or other appropriate help from one (1) or more fellow staff members approved by the evaluator for the purpose of obtaining constructive suggestions to overcome the deficiencies.

      ii. The staff member under the Informal Growth Plan will be responsible for communicating the Informal Growth Plan to the advising staff member when the advising staff member has agreed to assist.

      iii. Reasonable release time for collegial assistance shall be granted by the District, upon the mutual agreement of the requesting staff member and evaluator.

3. Transfer: The right to transfer will be suspended for any staff member who has received an Informal Growth Plan in the current or prior school year until a satisfactory SER is received.

4. Intervention Assistance for Provisional staff members: It is the parties' intent to support provisional staff members and provide assistance as early as possible.

a. A staff member on a provisional contract who receives a Preliminary Summative Score of one (1) Unsatisfactory in a formal observation under the appropriate Danielson Framework will result in an additional meeting of the evaluator and employee following the post-observation conference.

   i. At said meeting, the evaluator and the employee will discuss the performance concerns, the specific ways in which the employee is to improve, the types of assistance that will be provided, specific types of assistance, if any, which the employee believes would be helpful, and a timeframe for such assistance.

   ii. At the employee's request, Association Representation shall accompany the employee at the meeting with the evaluator.

b. Assistance will be provided to the employee as reasonably soon after the meeting as possible.

c. The District will report out in Labor Management the number of provisional staff impacted under this provision.

Section 6: The Probationary Period

1. Criteria for Probation: The following SERs based on the evaluation Criteria mean a staff member's work is not judged satisfactory and is grounds to establish a probationary period:

   a. Unsatisfactory (Level 1); or

   b. Basic (Level 2) if the staff member is a continuing contract staff member under RCW 28A.405.210 and if the level 2 comprehensive SER has been received for two (2) consecutive years or for two (2) years within a consecutive three (3)-year time period.

2. Timelines and Procedures:

   a. At any time after October 15, and provided that the staff member was previously given an Informal Growth Plan, a staff member on a continuing contract whose work is not judged satisfactory based on the evaluation Criteria shall be notified in writing of the specific areas of deficiency along with a reasonable program for improvement.

   b. Prior to recommending probation to the Superintendent, the evaluator shall have met with the staff member to inform him/her of the probation recommendation and to provide a written copy of the recommendation. The staff member shall have an opportunity to have an Association representative in attendance at the conference. The recommendation for probation will include a copy of the SER report as well as the following:

      i. the specific areas of performance deficiencies,

      ii. the specific ways in which the staff member is to improve, and

      iii. the types of assistance to be given.

   c. The Superintendent or designee shall review the evaluator's recommendation for probation. If the Superintendent or designee determines there is an alternative to probation, he/she may work toward implementation of the alternative with the parties involved.

3. Evaluation During the Probationary Period:

   a. Once a determination is made to place a staff member on probation, said staff member shall receive written notification from the Superintendent of his/her probationary status. In a personal conference the staff member shall be furnished a copy of the Superintendent's correspondence during this conference.

b. Conference discussion shall include a review of:

   i. Specific areas of performance deficiency based on the evaluation criteria;

   ii. Specific ways in which the staff member is to improve; and

   iii. Types of assistance to be given.

c. The appropriate District administrator may authorize one (1) additional certificated evaluator to evaluate the staff member and to aid the staff member in improving his/her areas of deficiency.

4. Length of Probation:

   a. 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 staff member's performance, as long as the probationary period is concluded before May 15 of the same school year.

   b. The probationary period may be extended into the following school year if the staff member has a continuing contract and has a SER as of May 15 of a level 2 or less.

   c. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to complete a written evaluation of the progress made by the staff member.

5. Informal Observation: The evaluator may conduct any number of informal observations and include documentation for use in the evaluation process.

6. Removal from Probation: The staff member must be removed from probation at any time in the probationary period if he/she has demonstrated and sustained improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation and subsequently detailed in his/her program for improvement. (RCW 405.100.4(b))

7. Alternative Assignment: Immediately following the completion of a probationary period that does not produce performance improvement detailed in the initial notice of areas of deficiency and subsequent improvement program, the staff member 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 staff member nor may it adversely affect the probationary staff member's compensation or benefits for the remainder of the staff member's contract year. If such reassignment is not possible, the District may, at its option, place the staff member on paid leave for the balance of the contract term.

8. Final Evaluation: Within fifteen (15) calendar days after completion of the probation period, a SER shall be completed by the evaluator and discussed with the probationary staff member. The staff member is able to request the presence of an Association representative in the conference. The inability of the Association representative to meet within the fifteen (15) days will not lead to a grievance. The staff member must be removed from probation if he or she has demonstrated improvement in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement to the satisfaction of the evaluator, which ultimately results in a new SER of level 3 or above.

9. Report to the Superintendent:

   a. Within fifteen (15) calendar days after completion of the probation period, the evaluator shall submit a written report to the Superintendent, on the probationary staff member, which shall:

      i. Specify the number of observations;

ii. Include all evaluation forms utilized in the evaluation process;

iii. Include a recommendation as to the staff member's future employment status; and

iv. Be duplicated with copies given to the evaluator, the staff member and the Association if involved.

10. Action by the Superintendent:

    a. The Superintendent shall review the evaluation report and in the event a recommendation for non-renewal is made, shall deliver such notice to the affected staff member as required by law. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the staff member, constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

    b. When a staff member on a continuing contract receives a SER below level 2 for two (2) consecutive years, the school district shall, within ten (10) days of completion of the second summative comprehensive evaluation or May 15, whichever occurs first, implement the staff member notification of discharge as provided in RCW 28A.405.300.

11. Appeal Rights: Each staff member who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

12. Limit on Transfer or Reassignment during Probation Period: During the period of probation, the staff member 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 District.

13. Association Representation: A probationary staff member shall have the right to have present a representative of the Association at all pre-observation and post-observation conferences if the staff member so desires.

14. Provisional Staff member:

    a. Notwithstanding any other provisions of this Article, staff members who are in their first, second or third year of employment with the District, and who are provisional staff members within the meaning of RCW 28A.405.220, shall be evaluated and, if appropriate, non-renewed in accordance with the requirements of that statute.

    b. A provisional staff member who has received an evaluation rating below level 2 on the four (4) level rating system established under RCW 28A.405.100 during the third year of employment shall remain subject to the nonrenewal of the employment contract until the employee receives a level 2 rating.

    c. The District shall not be required to provide an Informal Growth Plan to provisional staff members or place provisional staff members on probation, and the provisions of Article 6 Section 6 Probation shall not be applicable to provisional staff members.

15. Leave Replacement Staff member: Notwithstanding any other provisions of Article 6, staff members who are issued Leave Replacement contracts within the meaning of RCW 28A.405.900, shall be evaluated using the Focused Evaluation process. Probation shall not be applicable to such staff members.

Article 7: Assignment, Reassignment, Transfer and Hiring

Section 1: Definitions, Staff Initiated and District Initiated Reassignment

1. **Responsibility:**
   The assignment and transfer of staff members in accordance with District policies and in accordance with the terms and conditions of this Agreement shall be the responsibility of the Superintendent's office.

2. **Definitions:** The terms below shall be defined as follows:

   a. **Building reassignment** is a change within a building. This can be a change in an elementary grade level assignment, a secondary department grade level assignment, or course assignment within a department at the secondary level within a building.

   b. **Program reassignment** is a change within a District program, which can be within a program in a building or within a program to a different building.

   c. **A transfer** is a change from one building to another building, from a building to a District program, from a District program to a building, or from a District program to another, different District program.

   d. **District program** staff are SLPs, OTs, PTs, nurses, psychologists, program specialists, SAGE teachers, PBSES coaches, TOSAs, and counselors, and staff members assigned to K-12 music, K-12 library, elementary PE, special education, elementary magnet programs, MLL, and elementary LAP and Title.

   e. **Vacant Position or Section and Opening Defined:** A new or unassigned position or section, for the purposes of this Article, is a position or section that is vacant after the master schedule or staffing assignments have been made, and the principal or program manager, as applicable, has made assignments and reassignments. New positions will be treated like any other vacant position under the transfer procedure.

   f. **Majority Assignment – Secondary:** Staff members will be considered members of one (1) department based on the majority of their assignments for the year.

   g. **Operational definitions of an academic major/minor are the following:**

      i. A major will be either a major listed on a transcript or the equivalent of academic work required for a broad area major such as English/language arts under current certification and endorsement guidelines.

      ii. A minor will be either a minor listed on a transcript or the equivalent of academic work required for an endorsement (24 quarter credit hours in the required breadth).

3. **Assignments:**

   a. The District shall, in making assignments, consider the qualifications, interests and aspirations of its staff members, as well as the needs and best interests of the District. The way to achieve this is to facilitate input and communication at several steps in the process of staff assignment between the administration and the staff members.

   b. Staff members will be assigned by the Superintendent or designee to positions for which their preparation, certification and experience qualify them. They may not be assigned, except temporarily and for good cause, outside the scope of their certificates or their major or minor fields of study.

   c. By May 31 the building administrator and/or program manager will make and communicate tentative staff assignments to all staff and communicate any district-initiated transfers-excessing for the upcoming school year.

4. Reassignment:

   a. The intent of this section is to assure current building and program staff that they will be considered for new offerings or vacant sections at the building/program level, based on the premise that it should not be more difficult to get a building and/or program reassignment than a District transfer.

   b. The building principal and/or program manager makes the final determination of assignments and reassignments when a position is vacant. Consideration for a position shall mean that the building principal and/or program manager has made a good faith effort to place staff where they desire to be assigned. However, consideration shall not mean a guarantee of reassignment.

5. Process for a staff initiated reassignment:

   a. During the month of February and prior to February 28, staff members interested in a voluntary building and/or program reassignment within their present building and/or program will notify the building principal and/or program manager using the Building/Program Reassignment and Transfer Request Form. This form will serve as written notification of the staff member's interest in reassignment and can be updated by the staff member as new information becomes available. This form will remain active until the end of the first week of the second semester of the year following initiation. During the school year and scheduling process, the building principal and/or program manager, as applicable, will consider the request when making staffing assignments.

   b. Should vacant positions become available during the current school year, all staff members in that building or program shall be notified of the openings and will have two (2) workdays to notify, in writing or by email, the building principal or program manager, as applicable, of their interest in the position(s). These staff members will be considered along with the staff members who have submitted the Building/Program Reassignment and Transfer Request Form.

   c. If an opening occurs during the summer, program managers and/or building principals will inform all current staff who have indicated a desire for reassignment of openings within the building/program using the Building/Program Reassignment and Transfer Request Form, provided that the staff member has notified them of his/her current email address, home address and phone number. The Building Principal/Program Managers will make a good faith effort to contact the staff member. Attempting to reach a staff member by phone or email over a period of (48) hours shall be considered good faith effort. Once contacted, the staff member has two (2) administrative workdays (Monday through Friday) to confirm continued interest in the opening.

   d. After contacting all staff who have expressed an interest in the opening, the Program Manager/Building Principal will decide whether or not to place any of these individuals into that vacant position or move to the transfer and/or hiring process (defined below).

   e. Any staff member who does not receive the requested reassignment shall, upon request and within five (5) workdays, be given the reasons he/she did not receive the reassignment.

6. District Reassignment:

   a. The building principal/program manager will make the final determination if reassignments are necessary within a building or program and if a building or program position is vacant.

   b. Any staff member who is reassigned shall, upon request and within five (5) workdays, be given the reasons she/he received the reassignment.

7. Special assignment and reassignment provisions for District Programs:

   a. Staffing reassignments for SLPs, OTs, PTs, Nurses, Psychologists, program specialists, SAGE teachers, K-12 music, K-12 library, elementary PE, special education teachers, elementary magnet programs, MLL, PBSES coaches, counselors, District TOSAs, and elementary LAP and Title shall be determined by the program manager, in

conjunction with the building principal, based on staff input, student enrollment, and program needs. The process for SAGE teachers and District TOSAs may include an informal interview with the program manager and/or the principal.

b. If a staff member in a program serves a particular building, he/she may request transfer to positions in that building that are dissimilar. Such requests are not covered under Article 7 Section 2. The District may reassign a program staff member to the building prior to use of the assignment and transfer list.

c. Any program staff member who does not receive the requested reassignment shall, upon request and within five (5) workdays, be given reasons he/she did not receive the reassignment.

8. Compensation for District Reassignment. In order to move and prepare for this reassignment:

a. Up to three (3) days release time or per diem pay, at the staff member's option, will be granted for:

i. District initiated reassignment at the elementary level to a different grade level, provided the staff member has not taught that level during the past three (3) years.

ii. District initiated reassignment at the secondary level to two (2) or more classes outside the major department/content area, provided the staff member has not taught classes in the newly assigned area during the past five (5) years.

iii. It is the responsibility of the staff member to request up to three (3) days release time or three (3) days per diem pay for a District initiated reassignment by submitting a request for compensation form within thirty (30) calendar days of the move.

b. Staff members who are reassigned after the start of the current school year shall receive five (5) days of pay at the per diem rate if not already teaching the grade level and/or class. It is the responsibility of the staff member to request pay for this District initiated reassignment by submitting a request for compensation form within thirty (30) calendar days of the move.

c. These provisions will not apply in the case of:

i. A staff-initiated request for reassignment, or

ii. A secondary reassignment involving reassignment within a department.

9. Reassignment Mentor Program:

a. A certificated staff member who is participating in or is eligible to participate in the Focused Evaluation and who is reassigned to a different building/District Program, or changes classifications; e.g., School Psychologist to a Counselor, will remain on the Focused Evaluation.

b. Within thirty (30) days of the assignment report date, the mentor/coach and staff member shall meet for the criterion selection/formal goal setting. During this time period, a discussion will be held regarding the culture and expectations of the building/program.

c. Also, during the school year, the appropriate administrator will conduct two (2) observations with input and feedback to the staff member.

Section 2: Staff Initiated Transfer

1. **Transfer Qualifications:**

   a. A staff member or each member of a team of staff members will be qualified for a position if the staff member(s) meet all the following criteria:

      i. The required certification; and

      ii. A continuing or provisional contract. New staff members must have two (2) full consecutive school years of Issaquah experience in the same building/program prior to having the rights of transfer. If a new staff member was reassigned by the District or was moved through excessing or a district-initiated transfer after his or her first year, the two (2) full consecutive school years requirement will be waived.

      iii. Meets one of the following evaluation standards, as applicable to the staff member:

         1. Is on the Comprehensive strand, and was marked Proficient or Distinguished as indicated on the Summative Evaluation Report (SER) of the previous school year and is not on an Informal Growth Plan;

         2. Is on the Focused strand; or

         3. For staff members in years two (2) through four (4) in the Issaquah School District who are recommended for continuing contracts.

   b. If there are no staff members who meet the qualifications stated above, the District reserves the right to place a staff member in the position he or she requested.

2. **Staff Initiated Transfer Procedures:**

   a. The District will maintain a current transfer request list in Human Resources.

   b. New positions will be treated like any other vacant position under the transfer procedure. The provisions of the voluntary transfer policy will remain in effect until the end of the first week of the second semester.

   c. Position specifications, including qualifications, duties, expectations, responsibilities, and building goals, will be on file in Human Resources for the staff member(s) to review prior to considering a new position.

   d. Prior to February 1 of each school year, the District and the Association will jointly inform staff members of the transfer procedures.

   e. Between February 1 and February 28 of each year, staff members may file a request for transfer for the following school year.

   f. Such requests will be made on a Request for Transfer and Reassignment form and will indicate:

      i. The position(s) to which he/she/they are specifically interested in transferring including each grade level, subject area, team position, and building;

      ii. Any dual transfer requests, both to a position as an individual and as part of a designated team; and

      iii. Desired positions they are qualified to fill.

g. Staff members who wish to transfer to a team position must sign up as a designated team and must include on the transfer request form all positions to which they wish to transfer and are qualified to fill.

h. A position will be considered in a staff member's subject area request when at least one-half (1/2) of the assignment falls in the requested subject area. For example, in a middle school with six (6) teaching periods, if three (3) periods were math, that would be the trigger for contacting those staff members who requested middle school math at that particular school.

i. From the applicants who wish to transfer to a vacancy, the Assistant Superintendent of Human Resources or designee will review the staff members' files to determine qualifications (Article 7 Section 2 (1)). Human Resources will contact all qualified applicant(s) or team(s) of applicants and inform them of the vacancy. The applicant(s) will be required to interview with the building team.

j. If, for any reason, i.e., summer vacations and other breaks, the staff member will not be available to be contacted at his/her regular work location regarding open positions, he/she shall keep the District informed of how he/she can be reached by mail, email and by phone.

k. The District will make a good faith effort to contact qualified staff members on the transfer list for any new or newly vacant positions. Attempting to reach a staff member by phone or email over a period of (48) hours shall be considered good faith efforts.

l. Once contacted, the staff member has two (2) administrative workdays (Monday through Friday) to accept or reject an offer of a transfer.

m. After the transfer process and prior to posting positions to outside applicants, the District has the right to make a position available to an in-District staff member. The District will use the same definition of "good faith efforts" as listed in Article 7 Section 2.2.k to contact the in-District staff member.

n. After the above responsibilities have been met, or, in the case of a newly created type of position, no response has been received to information sent out, the District shall distribute the post to the Association and also distribute to staff electronically. Staff members who did not complete a transfer request may compete for such positions but without preferential consideration.

o. On June 1, July 1, and August 1, the District will give the Association current lists of vacancies and completed transfers.

p. Any staff member considered for a transfer who does not receive the requested transfer will, upon request, be given reason(s) he/she did not receive the transfer.

3. Transfer Limitations:

a. Staff members may request transfers to positions that are dissimilar (teacher to teacher-librarian or counselor, for example). Although not covered under Article 7 Section 2, such requests will be considered.

b. When a vacant position is filled from the transfer request list after July 1, the resulting vacancy will also be filled from the transfer request list prior to an outside posting. Subsequent resulting vacancies, however, may be posted as open positions in the normal manner as expressed in Article 7 Section 2.2.m.

c. When expanding the FTE of qualified staff, after making in-building and program reassignments, the District will consult staff members in the following order:

i. Job share participants in a building or program

ii. Part-time continuing staff in a building or program

iii. Part-time provisional staff in the building or program

iv. The transfer request list

v. Recall list

vi. Any other staff members currently under contract.

d. Exceptions to this consideration will occur when there is insufficient capacity in the District to place excessed staff or staff returning from a leave of absence.

e. The ability to expand FTE does not require the District to break up a specific vacancy into smaller segments.

f. For the purposes of Title IX action compliance or affirmative action objectives, the District reserves the right to maintain or improve staff balance in filling vacancies.

g. The District may set aside the voluntary transfer provisions of this agreement for up to six (6) positions per year provided that for the remainder of the vacant positions the procedures outlined in this provision are followed. The District will notify the IEA when exercising this option.

h. As per Article 6 Section 5.3, the right to transfer will be suspended for any staff member who has received an Informal Growth Plan in the current or prior school year until a satisfactory SER is received.

i. As per Article 6 Section 6.12, during the period of probation, the staff member 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 District.

4. Transfer Interviews:

a. Criteria:

i. General Criteria: General criteria that apply to all schools/programs across the District will not be included unless there is something specific to the school and/or program. General criteria include, but are not limited to:

1. basic technology skills;

2. communication/involvement with parents;

3. collaborative teamwork;

4. work with and training in other District adopted curriculum, instruction and assessment.

ii. Specific Criteria: The building team (i.e., department team, grade level team, or core team) will develop Specific Criteria unique to the building to be used in the interview process. Specific Criteria will be the standard that all internal applicants will be measured against. Areas that may be used include, but are not limited to:

1. Participation in curriculum review, hiring teams, committee work, staff/team/department meetings, curriculum development and assessment;

2. Using technology for staff and students in instruction, attendance, presentation, communication, evaluation, and assessment;

3. Responsibilities driven by the School Improvement Plan such as mentoring a colleague, leadership, focus on an instructional practice, increasing the strength of the staff in a building, participating in grant/professional development activities;

4. Taking on leadership responsibility, filling a specific skill area or specific academic and/or vocational discipline;

5. Willingness to follow any specific building discipline policies and expectations, grading policies or homework policies, communicating with parents as the building has set out in either frequency or form, and participation in EG, TST, and IEP meetings.

iii. Other Specific Criteria must be approved in advance by the Human Resources Department.

iv. With respect to training, the building needs to determine and state in the Specific Criteria if the need is for a candidate who has received the training or for one who is willing to be trained.

b. Procedures:

i. A building or program team will consist of the building principal/program manager or designee and three (3) or more members of the building or program staff. A majority of staff members will be from the receiving grade level team or department. In the summer alternates may be assigned to the site interview team.

ii. Staff members who wish to transfer to a program that serves one (1) building will be expected to interview with the appropriate building team.

iii. If, after the transfer selection interviews occur, the site interview team does not feel any of the applicants are an appropriate match for the needs of the school, the reasons and the criteria will be communicated to the Superintendent's designee. The Assistant Superintendent of Human Resources or designee will review the interview packet and the criteria, and will either ask the site team to reconsider its decision or the Assistant Superintendent of Human Resources or designee shall be free to post the position as a vacant position.

iv. Prior to posting the position, all unsuccessful in-District applicants will verbally be given reasons as to why they were not selected by the interview team. At the request of the staff member, reasons will be given in writing.

v. If the request is for a position that serves several schools, the staff member will interview with representatives from the multiple sites. Article 7 Section 2 (3)(a) controls transfer limits when staff members request a transfer to positions that are dissimilar.

Section 3: District-Initiated Transfers-Excessing

1. **Excessing and district-initiated transfers-excessing** as referenced in this Section are referred to as excessed staff members and are district-initiated transfers that may become necessary in certain situations, such as those listed below:

a. Changes in student enrollment; from attendance area changes; grade level changes such as Junior High to Middle Schools; and/or opening or closing of schools. If actual enrollments prove that a transfer was inappropriate, the excessed staff member will be reassigned or involuntarily transferred.

b. Funding losses or budgetary changes affecting departments or buildings or resulting in lay-offs or hiring freezes.

c. Adding, revising, or terminating educational programs such as integrated classes or preschool programs.

d. Filling vacancies during the school year.

e. Adjusting for staff members returning from lay-off or leave status.

2. Procedures for District-Initiated Transfers-Excessing:

a. The principal/program manager shall first inform the certificated staff members within the building or program about the need for excessing transfers and explain reasons for the need. The principal/program manager will then call for volunteer staff to transfer. Staff members that volunteer for transfer are placed on the transfer list and have all rights as District-initiated transfers.

i. Staff who are in a program may submit their interest on a form created by the District, no later than February 28th. This will indicate preferences for the following school year. This form shall be used when considering placement.

ii. If it is determined by the District that a position(s) shall be reduced or eliminated the District shall notify those impacted staff by email and provide them the opportunity to complete and/or amend their preferences.

iii. Prior to the final determination to transfer members as a result of the reduction, elimination, or excessing of a position, the District shall review all of the submitted forms to consider members preferences.

b. If not enough qualified staff volunteer to transfer, then staff to be excessed will be selected according to the following procedures:

i. For the purposes of District-Initiated Transfers-Excessing, total teaching seniority shall mean teaching experience and education as recognized by the current Certificated Seniority, Layoff and Recall list.

ii. Excessed staff members within an elementary school building will be the staff members with the least total teaching seniority within the grade span: K-5 or Specialists (elementary PE, music, District Teacher-Librarian).

iii. Excessed staff members within Echo Glen will be the staff members with the least total teaching seniority within the school.

iv. Excessed staff members within a Middle School building will be those with the least total teaching seniority by department. Staff members will be considered members of one (1) department based on the majority of their assignments for the year.

1. Staff members with 0.5 FTE and 0.5 FTE assignments between two (2) departments will be part of the department for the assignment in which they are evaluated.

2. Prior to the excessing procedure, staff members with at least three (3) years of satisfactory teaching experience within the past five (5) years in a department other than their current assignment will be granted, upon request, a transfer to the department to which they were previously assigned (if no more than two (2) years from the transfer request), if their total teaching seniority exceeds that of any member of that department.

v. Excessed staff members within a High School building will be staff members with the least total teaching seniority by department. Staff members will be considered members of one (1) department based on the majority of their assignments for the current year.

vi. If the staff member selected through the above criteria performs an assignment that cannot be performed by another staff member (e.g., Russian language), then the next least senior staff member shall be chosen for District-Initiated Transfer-Excessed.

vii. During District-Initiated Transfers-Excessing, team members will be considered as individual staff members.

c. An excessed staff member under provisions of this section (District-Initiated Transfer, but not leaves) shall be assured of at least two (2) years' placement in the new position; unless the new position is eliminated, the staff member initiates a transfer that is granted, or the staff member is affected by the Layoff provisions of this Agreement.

d. If an excessed staff member has been placed, he/she may return to the original building if a position within his/her span/subject area from which he/she was transferred becomes available by October 1 of the second year after being transferred (for example, a staff member transferred in May 2018, has the right to return up to October 1, 2020).

e. This return takes precedence over the staff initiated voluntary transfer procedure. However, in returning to the original building, the District initiated excessed staff member is subject to District-Initiated Transfer-Excessing procedures for the following year.

f. Staff will be offered the right to return to the original building in reverse order of being excessed, i.e., the staff excessed last shall be given the first offer to return. Once a staff member declines a position from which he/she was transferred, the District-Initiated transfer rights to return have been waived.

g. In a year in which the District institutes excessing in a building as a result of declining enrollment, no new courses may be added if the adding of courses increases the number of staff members who will be excessed.

h. In a year in which the District institutes excessing as a result of adverse financial conditions, no new courses will be added that the current staff at that school are not qualified to teach. However, if one (1) high school (Liberty) is excessing through District-initiated transfer and another (Issaquah High) is not, the second high school (Issaquah High) is not limited by the additional course-offering clause.

i. Except when opening a new school, staff members who were excessed will be placed in a position before staff-initiated transfer requests are considered. If the District-initiated transfer placement does not match the staff member's transfer request, he/she will be offered additional positions according to his/her transfer request, as long as such positions are vacant. Once placed in a requested vacant position, that position will be considered the excessed staff member's assignment for the next year. Only when opening a new school or schools, staff-initiated transfers to the new school or schools, shall occur prior to the District- Initiated Transfer-Excessing procedures.

3. Release Time/Per Diem Pay for Excessed Staff Members: Up to three (3) days of release time or per diem pay will be granted for:

a. Excessed staff members at the elementary level to another building or program.

b. Excessed staff members at the secondary level to another building or program.

c. An excessed staff member is entitled to the three (3) day release time or per diem pay benefit once he/she has accepted or been assigned to a new position. If the staff member is recalled to the original building, and accepts the offer prior to the last week of school, the three (3) day option will not be available.

d. The staff member may opt for a combination of release time and per diem pay, up to a total of three (3) days. The number of days and choice of release time and/or per diem pay shall be made by the staff member.

e. It is the responsibility of the staff member to request up to three (3) days release time or three (3) days per diem pay for a District-Initiated Transfer-Excessing by submitting a request for compensation form within thirty (30) calendar days of the move.

f. Release time/per diem pay will not be granted for a staff-initiated transfer to another building or program.

4. Notification of Excessing: The District will notify, in writing, staff members who are excessed as well as those who

are assigned from the District-Initiated Transfer Leave list. Staff members who receive a District-Initiated Transfer will be given written notification for the reasons for the transfer. Under normal circumstances, such notification will be made before school closes for the summer or as soon as possible after the need for the District-Initiated Transfer becomes apparent.

5. **Review of Reasons for Excessing:** Any staff member receiving a District-Initiated Transfer-Excessing may confer with his/her immediate supervisor and/or the Superintendent or designee for the purposes of reviewing and discussing reasons for the transfer. The staff member may be accompanied by a representative of his/her choice.

Section 4: Moving Classrooms

1. **Secondary Lab Science Teachers:** Lab science teachers assigned to more than one (1) classroom and /or lab will be compensated fifteen (15) hours at their per diem rate of pay for the additional work outside the contracted day related to lab preparation.

    a. If a teacher other than a lab science teacher is assigned to more than one (1) classroom and has similar additional preparation responsibilities related to their teaching assignment, possible remedies may be addressed through Labor Management Team.

2. **When the District requires a room reassignment within a building, or requires a transfer to a new building, the following shall apply:**

    a. Staff with classrooms who are required to move between buildings shall be eligible for up to fourteen (14) hours of pay at the professional rate to compensate them for a portion of their time for packing, unpacking, and setting up their new classroom.

    b. In recognition of the room centered environment that elementary teachers create in their classrooms, the following differentiated rates have been created for being required to move classrooms within the building:

        i. Elementary staff members who required in writing by their supervisor to move classrooms within a building will be eligible for up to ten (10) hours of pay at the Professional Rate to compensate them for a portion of their time for packing, unpacking, and setting up their new classroom.

        ii. Secondary staff who are required in writing by their supervisor to move classrooms will be eligible for up to seven (7) hours of pay at the Professional Rate to compensate them for a portion of their time for packing, unpacking, and setting up their new classroom, if the staff member's classroom is also the main location where he or she stores materials and records, and where the majority of his or her teaching assignment occurs.

    c. Itinerant staff who do not teach students at the beginning of the school year and whose classroom assignments typically differ from that of a general education and special education teacher will be allowed to perform the work of a classroom move during their regular work day. The above rates of compensation will not apply.

    d. When an employee moves from one (1) classroom to another between buildings, or within the building or within a program, there will be guaranteed custodial assistance, as set up through their supervisor, for moving the boxes and other items to the new location.

    e. Staff who initiate a reassignment or transfer that results in a classroom move, or request a new classroom, will not be eligible for this compensation. They shall be eligible for custodial assistance in moving boxes and other items to their new location.

    f. It is the responsibility of the employee to submit a Request for Compensation form at the Professional Rate for the above classroom moving pay within thirty (30) calendar days of the move.

3. Capital Project Related Moves: Current practice will be continued for capital projects moves:

a. A staff member required to move from one (1) room in a building to another shall be eligible to be paid twenty-one (21) hours at the Professional Rate of pay for each move.

b. A staff member required to move more than a normal classroom, such as a CTE instructional space, science storeroom or art room, shall be eligible an additional seven (7) hours at the Professional Rate of pay for each such move.

c. It is the responsibility of the employee to submit a request for compensation form at the Professional Rate for the above Capital Projects moving pay within thirty (30) calendar days of the move.

Section 5: Hiring of Certificated Staff

1. Board Commitment: The Board holds the Superintendent or designee responsible and accountable for the selection of all non-administrative certificated staff. In accordance with the affirmative action policy, the District is committed to equal employment educational opportunities. The Board recognizes that the certificated staff can provide a valuable contribution in the selection process.

2. Position Posting: Positions that are not subject to Assignment and Transfer timelines will be posted and shall remain open for at least seven (7) calendar days. Posting will be distributed to the Association and to staff electronically on a weekly basis to their District email accounts during the weeks that vacant positions exist. When open to applicants from outside the District, all positions shall be posted with representative agencies within the university and college sectors and with local, county, and state employment agencies.

3. Prior to Selection: Prior to the selection of staff under this procedure, consideration shall be given to:

   a. Assignment of current staff to available positions.

   b. Staff requesting to return from a leave of absence.

4. Interview Team: To assure a fair and equitable system for the selection of non-administrative certificated staff, the District will strive to organize an interview team that will consist of:

   a. The building principal or designee.

   b. The building department chairperson, team leader, or specialist.

   c. A non-administrative, certificated staff member.

   d. A non-certificated interview team member may be added on the recommendation of the building principal and the approval of the Superintendent or designee.

   e. The Assistant Superintendent of Human Resources shall make every effort to have both gender represented on the team and, if possible, to include at least one (1) protected classification member.

   f. In the event of special circumstances, the District may modify the size and composition of the interview team.

      i. Special circumstances are defined as interviewing for and hiring hard-to-fill positions as identified by the Association and the District or when recruiting, such as at job fairs.

      ii. The modified team will consist of at least a principal and a non-administrative certificated member.

      iii. The Superintendent or designee will select the special circumstances interview teams after consultation with the Association.

5. Availability of Team Members: Staff will be informed by the principal or appropriate administrator regarding how to volunteer for staff hiring committees.

6. **Team Recommendations:** The Assistant Superintendent of Human Resources shall arrange for interviews. Upon completion of interviews, the team shall present their recommendations to the Assistant Superintendent of Human Resources. If a majority of the team believes that any of the interviewees not selected were also well qualified for selection, it should be so noted.

7. **Manager Recommendations:** The recommendation to fill any position may be made from a list of those already interviewed who received a recommendation from the majority of an interview team. Such a recommendation may be made by a principal or program manager without benefit of convening another interview team, unless he/she believes it is desirable to do so.

8. **Instruction in Interviewing and Selection Techniques:** To prepare staff members for interviewing and selecting candidates, the Assistant Superintendent of Human Resources will provide instruction in interviewing and selection techniques. The instruction will stress professional responsibility and confidentiality.

Section 6: Job Share

1. **Initial applications:**

   a. Written requests must be submitted to the Assistant Superintendent of Human Resources by February 28 of each school year. Requests shall include:

      i. Names of certificated staff requesting job share.

      ii. Plan for job share worked out with involvement of principal/program director of building where job share will take place.

      iii. Principal's approval of a job share position.

      iv. Principal/program director's signature indicating at a minimum an evaluation of proficient of both teachers requesting the job share as defined in Article 6 Certificated Evaluation for the past two (2) years.

   b. The job share plan must include how the following items will be covered where applicable:

      i. Faculty meetings, parent conferences, field trips, staff development, in-service, open house, curriculum nights, first day of school, last day of school, parent/teacher conferences, and camp.

      ii. Agreement of acceptable division of time, e.g., A.M./P.M.; 2.5 days/2.5 days; etc.

      iii. Discipline plan (so there is consistency).

      iv. Division of responsibility for District curriculum delivery to provide consistency.

      v. Communication system: between each other, with principal, with parents, with other teachers and staff, with parents regarding share plan.

      vi. Written request for half-time leave of absence.

   c. When a job share partner is coming into a different building or program, the staff member will be interviewed according to the transfer process as part of the approval process.

   d. A substitute staff or non-continuing contract staff member, when qualified, may be interviewed after continuing contract staff members are considered as a job share partner.

2. **Approval:** Approval of job share and leave requests will be consistent with current contract language. However, the

applicant has sole responsibility for ensuring that the above application information is complete.

3. Benefits: Job share staff will qualify for salary advancements, experience credits, disability leave, and insurance, as would any part-time FTE staff.

4. Return to Full Time: Should any staff member desire to return to full time, the staff member shall first have the right to any vacant position for which he/she is qualified within the building or program prior to opening the vacancy to transfers from outside of the building or program.

5. All other sections of the Assignment and Transfer provisions of the contract shall apply as if the staff member were full time, regardless of the staff's FTE.

6. Other: Should a job share staff member resign or take a leave of absence prior to or during the school year, the District will handle the job share situation as follows:

   a. Offer full-time employment to remaining job share staff member.

   b. Seek compatible replacement or interim substitute.

7. Job Share Expectations:

   a. Staff meetings: All staff governed by Article 7 Section 6 Job Share, including long-term substitutes, will be required to attend these meetings or trainings equivalent to their individual FTE.

   b. Substituting: When one job share partner is absent from duty, the other job share partner will be the first call for a substitute, as they know the students and are sharing the responsibility for instructing those students. The job share partner whose non-work day it is has the opportunity to accept or refuse as any called substitute would. If they accept the otherwise non-work day assignment, they will be paid at the substitute rate for that day.

   c. Field Trip coverage: When a field trip occurs on the non-work day of a job share partner, the job share partner whose non-work day it is would be a first source after all parents have been contacted for their volunteer opportunity to serve as additional chaperones as needed. If they choose to attend, said job share partner would be paid at the substitute rate for chaperoning on their non-work day.

   d. IEP/504 Meetings: As the current requirement for general education participation in an IEP or 504 is representation by a staff member in that category rather than the participation of all general education teachers on a student's schedule, there must be a communication plan of the IEP/504 necessary modifications or accommodations between the job share partners included in their job share plan when submitted to the principal. If both job share teachers are present at the IEP or 504 meeting, the job share partner whose non-work day it is will be compensated at their per diem rate for the entire meeting, not just the portion that occurs outside of the regular work day as the on-duty partner would be. This additional compensation is strictly confined to the timeframe of the meeting itself.

   e. District initiated professional development: Both job share partners will participate in all District- initiated professional development, regardless of their scheduled work day(s), unless appropriate leave from that duty is sought and authorized by Human Resources and in accordance with the CBA. Those professional development offerings that occur at the building level will be communicated by the principal in a reasonable amount of time so that the job share partners can plan accordingly.

   f. Non-Student Days: As these days are on a Supplemental Contract, which is in addition to the 180 Day staff contract, staff will need to attend Non-Student Days equivalent to their individual FTE. The District may offer additional compensation for staff who choose to work beyond their individual FTE on Non-Student Days.

Section 7: Staff Selection for Echo Glen Summer School or District Summer School

1. Echo Glen Summer School or District Summer School: Staff seeking positions for the Echo Glen Summer School or District Summer School program will not use the Transfer Request List. Qualified applicants shall be assigned to Echo Glen or District Summer School positions based on the following priorities:

    a. Echo Glen Summer School

        i. District staff members with regular Echo Glen assignments in the same major.

        ii. Qualified Echo Glen staff whose positions have been discontinued for the summer.

        iii. Other Echo Glen staff.

        iv. District staff members and Out-of-District applicants.

            1. Echo Glen Summer School Evaluation:

                a. Staff members who are not part of the existing Echo Glen staff and who wish to teach at Echo Glen for the summer have the option of having a summer school evaluation. To be considered for future summer school employment, staff members must have an Echo Glen summer evaluation on file at Echo Glen for each summer session taught.

                b. This evaluation will only be used to determine summer employment, and it will not be placed in a staff member's personnel file. If a staff member chooses to have a summer school evaluation, the Comprehensive Strand procedure will be followed, with one (1) required observation.

                c. If a staff member decides not to be evaluated, but later desires to apply for summer school, consideration of the applicant will be the administration's prerogative.

    b. District Summer School

        i. District staff members with assignments in the same major or grade level, as appropriate;

        ii. Out of District Applicants.

        iii. Within the above qualified groups, assignments shall be based on:

            1. The required certification;

            2. Evaluations at a minimum of proficient, as defined in Article 6 Certificated Evaluation, and not on probation; and

            3. A major, minor or endorsement (as the position requires) in the area, or three (3) years satisfactory evaluation, as defined in Article 6 Certificated Evaluation in the same basic position, which qualifies the staff member for the position based on its specifications. (A major will be required only in those areas in which a staff member with a minor would not be successful.)

    c. If there are no staff members who meet the qualifications stated above, the District reserves the right to place a staff member who desires a position for which he/she may not be qualified in the position.

Section 8: Retire/Rehire Staff

1. **Procedures for hiring Retire/Rehire Staff:**

    a. The intent of RCW 41.32 is to provide school Districts with another tool to address shortages, particularly in hard to fill positions. The goal of filling open teaching positions is to hire the most qualified staff member with preference given to candidates willing to provide long-term continuity.

    b. Retiring staff members who want to be considered for open positions in the District shall meet the eligibility requirements as prescribed by state law RCW 41.32. Written notification of intent to retire must be received by the Human Resources Department by May 1 of the year of their retirement to allow them to apply for open positions in the following school year.

    c. Open certificated positions shall follow the process defined in Article 7. Retired staff members who are rehired shall be hired on a one (1) year leave replacement contract and have no continuing contract rights. Positions will be declared vacant when the Building/District staffing process begins.

    d. Implementation of any retire/rehire policy and procedures shall not conflict with state or federal laws. When conflict arises, state and federal law shall take precedence.

Section 9: Certificated Staff Assigned to Support Positions

1. **Teacher on Special Assignment (TOSA):**

    a. The District is encouraged to use Teachers on Special Assignment (TOSA) to perform functions that can best be fulfilled with classroom teacher knowledge. TOSAs remain members of the bargaining unit and retain all contractual rights. The TOSA positions may not continue from year to year.

2. **Deans of Students:**

    a. The primary purpose of the Dean of Students is to provide administrative assistance to a building principal. Vacant Dean of Students positions shall be communicated to all staff, and interested staff may apply. At the principal's discretion, the selection may be made by building principal appointment or a team/committee process.

    b. Deans of Students positions of 0.5 FTE or greater shall only be utilized by non-administrative certificated staff. For Deans of Students positions of less than 0.5 FTE, the FTE must first be offered to non-administrative certificated staff. If the FTE remains unfilled, the FTE may be offered to other staff or utilized for approved purposes.

    c. Deans of Students remain members of the bargaining unit and retain all contractual rights.

3. **Program Specialists:**

    a. Program Specialists are certificated staff with a highly specialized skill set that are assigned or hired for an on-going position that support an instructional program. These positions may continue from year to year based on the needs of the district. Program Specialists remain members of the bargaining unit and retain all contractual rights.

    b. When the District has the need to create a new position under these provisions, the District will share the need for and the duration of the assignment with the Association.

    c. The District shall advertise these positions in accordance with normal posting requirements.

i. If the position is building/program-specific, priority will be given to in-building/program candidates.

ii. If no in-building candidate exists, a District-wide posting will occur.

iii. Applicant(s) will be required to interview with the appropriate team of administrators and certificated staff, with the exception of Deans of Students positions of 0.5 FTE or greater, which will be selected by the Principal with input from certificated staff.

d. The District shall provide these Certificated Staff assigned to support positions professional development and leadership development opportunities as needed.

e. In the course of their job responsibilities, if staff under this provision find themselves mentoring or observing other Association members, they shall consider all information gained as confidential and not to be used in an evaluative manner.

4. Certificated Staff assigned to Support Positions Return Rights:

a. **TOSAs and Deans of Students:** These specific positions may or may not continue year to year and others may be created to meet specific needs. A staff member assigned to a TOSA or Dean of Students position for one (1) year will be guaranteed a return to their prior position. A staff member who remains in a TOSA or Dean of Students position beyond one (1) year will be guaranteed a position equivalent to their prior position at the end of their special assignment.

b. **Program Specialists:** If the District no longer has a need for a program specialist position, the staff member shall be assigned to a certificated position for which they are qualified.

Section 10: Selection Process for High School Department Chairpersons and for Elementary Grade Level Team Leaders and Middle School Team Leaders

1. Selection Process for High School Department Chairpersons:

a. Positions for Department Chairpersons shall be posted, and interested department staff may apply. At the principal's discretion, the selection may be made by building principal appointment or a team/committee process. Selected department chairpersons shall be subject to final approval by the Executive Director of High School Education.

b. Department Chairpersons shall be selected for a time period of no greater than three (3) years, or at such times when the principal calls for the selection of a new Department Chairperson. Chairpersons who wish to continue serving in the role must reapply at the end of their term.

2. Selection Process for Elementary Grade Level Team Leaders and Middle School Team Leaders:

a. Positions for Team Leaders shall be posted, and interested department staff may apply. At the principal's discretion, the selection may be made by building principal appointment or a team/committee process. Selected Team Leaders shall be subject to final approval by the Executive Director of Middle Schools.

b. Team Leaders shall be selected for a time period of no greater than three (3) years or at such time when the principal calls for the selection of a new Team Leader. Team Leaders who wish to continue serving in the role must reapply at the end of their term.

Section 11: Opening a New School

1. **Staffing of a New School:** When financially possible, the District will implement the following core staffing procedures:

a. Prior to the selection of staff for the new school(s), the Superintendent will name the principal(s) for the new building(s).

b. The Superintendent or designee with the appropriate administrator and the new principal will develop a general statement of direction for the new building. This information should be available to all staff by October 31 of the year preceding the opening of the building(s).

c. Full development, planning, and implementation of the statement of direction will be completed by the core staff.

2. Core Team: A Core Team will be composed of community members and certificated staff. It will be the intent to assign staff to each new school by December 31 of the year preceding the opening of the building(s). Certificated staff (Core staff) shall be represented on the core team as follows:

a. Elementary Building: (6 total members) Four (4) teachers, including a primary and an intermediate teacher, a teacher with special education and/or Title experience, and a teacher-librarian.

b. Secondary Building: (8 total members) Six (6) teachers representing a cross section of the curriculum, a counselor, and a teacher-librarian.

c. If a teacher-librarian and/or a counselor do not apply, teachers may fill the position(s).

3. Qualifications of Core Staff:

a. To apply to be a Core staff member, one must have two (2) years of satisfactory certificated experience in the Issaquah School District as defined in Article 6 Certificated Evaluation.

b. One must have demonstrated leadership in a previous building(s). Leadership includes, but is not limited to, working on District, building, grade level or department committees, and involvement in the Association.

4. Selection of Core Staff:

a. A team of administrative and certificated staff shall recommend Core staff members who are committed to the development, planning, and implementation of the statement of direction for the school.

b. This selection team shall be composed of the new principal, the appropriate District administrator, and two (2) staff members named by the IEA president.

c. The selection team shall use an application and interview process with applicants who apply to the Human Resources Department. It is anticipated that applicants will apply between Nov. 1 and 15.

d. A separate application must be completed for each building in which a staff member is applying for a core staff position. The applications will include the following information:

i. Name, date, current building, and new building.

ii. Certificated experiences that pertain to the building's statement of direction: include references to effective participation on a team, curricular innovations, effective use of varied teaching strategies, and rapport with students as appropriate.

iii. Leadership experiences that may include, but are not limited to, District, building, community, co-curricular, and Association activities.

iv. A statement of why the applicant wants to be a core staff member.

v. An idea that the applicant would like to see implemented in the new building.

vi. What contribution the applicant will make to a new school.

vii. The requested teaching/staff assignment: 1st choice, 2nd choice, and 3rd choice.

5. **Responsibilities of Core Staff:** Once selected, the core team will be assigned to the building.

   a. The Core Team will be responsible for the development of a mission statement and implementation of the curriculum for the school that supports the District's Mission, curriculum, and Regulations.

   b. The Core Team will develop building procedures and order materials.

   c. The Core Team may request waivers of the negotiated agreement prior to the new school being fully staffed or after the May 1 waiver request deadline.

   d. The Core Team will also work to involve the community.

   e. Core staff will serve as mentors to all staff in helping facilitate the opening of the new building. After the first day of school, the Core staff will blend into the total staff. All duties as Core staff will end at that time.

6. **Compensation for Core Team:**

   a. Each Core staff member will receive a stipend of $1800 for the period the Core Team is active.

   b. In addition to this stipend, each Core staff member may be released up to five (5) days for planning purposes or compensated for up to five (5) days at the discretion of the planning principal.

   c. Time spent in planning will be commensurate with the stipend.

7. **Selection of Remaining Staff:**

   a. Whenever a new school is opened, the District will first seek voluntary transfers. If qualified volunteers cannot be obtained from the list in sufficient numbers, then the District may initiate transfers or hire new staff.

   b. Remaining positions in the building(s) will be filled through the Assignment, Transfer and Hiring policies in this agreement.

   c. When staffing in the District allows, a minimum of three (3) positions will be filled by staff newly hired by the District.

8. **Compensation for All Staff:** All staff will be paid up to an additional two (2) days per diem pay for planning meetings to be held prior to the start of the school year.

Section 12: School Closure

Whenever a school is closed, staff displaced by the closure will fill out a transfer request form.

Section 13: Administrators

1. **The District may transfer an administrator into the bargaining unit under the following conditions:**

   a. After all staff members have had the opportunity to transfer and a position would be opened to outside applicants; or

b. When an administrative position has been eliminated and there is only one (1) open position for which the administrator is certificated; or

c. When an administrative position has been eliminated at a time when the District is financially unable to hire staff and if there is an opening for which the administrator is not certificated, the least senior staff member who is qualified to fill the opening and whose current job the administrator is qualified to assume will be placed in the open position. Any staff member thus transferred will be guaranteed the same rights as a staff member who has been excessed.

d. No bargaining unit member can be laid-off as a result of this contract provision.

Section 14: Trade with a Colleague

Trade with a Colleague: Staff members may arrange a trade of one (1) school year's duration with a colleague, subject to the approval of the building principal(s) or program manager(s) involved.

Section 15: Instructional Realignment

1. **Retraining Program:** The District will implement a retraining program when the District determines an imbalance exists or is projected to exist between the curriculum needs of the District and the qualifications of the staff to meet those needs.

2. **When Retraining Needs Eclipse the District's Program:** If the District determines that the retraining needs are outside the scope of its in-service training program, the following action will be taken:

   a. The curriculum or program that is being phased out will be identified prior to the end of the school year.

   b. The staff in the phased-out curriculum area or program will be identified.

   c. The need for re-training and the proposed program will be described to all of the staff identified in (b), above.

   d. Staff will be given the opportunity to volunteer for the re-training program in the area of their choice. If more staff volunteer than are needed, volunteers will be selected on the following basis:

      i. Volunteers who, in the opinion of the District, will require the least retraining. Criteria used will be relevant educational training, educational degrees, certification level, date of training, and successful related work experience.

      ii. If volunteers are about equal with regard to (i), above, the most senior of the equal volunteers will be selected.

   e. If there are an insufficient number of volunteers, the individuals with the least seniority as determined by placement on the District's seniority list will be required to re-train.

      i. If a staff member is selected who has previously completed a re-training program on this basis that staff member will be skipped at his/her request, and the next least senior staff member will be selected.

      ii. An exception to seniority may be made if the staff member is within four (4) years of retirement. This staff member would not be required to re-train, but should frolic, nor does the District have an obligation to retrain this person if there are sufficient volunteers.

3. Implementation: Re-training will be carried out as follows:

    a. A program for re-training will be established by the staff member and one (1) or more members of the administration. If desired, the staff member may be accompanied by an Association member as an observer.

        i. The program, including courses selected, must be approved by the Superintendent or designee.

        ii. The program may include up to a total of twenty-five (25) quarter hours in the new subject area.

        iii. A staff member will be expected to complete satisfactorily at least three (3) quarter hours of training each school quarter and/or a minimum of fifteen (15) credits per calendar year. Exceptions may be made by mutual agreement.

    b. Tuition and Credit Hours:

        i. If the cost of tuition and credits are not separated, the staff member will pay one-third (1/3) of the course tuition or the District rate for tuition, whichever is lower.

        ii. If the District pays for three to ten (3-10) quarter/semester hours, the staff member shall agree to teach for the District for at least one (1) year after the completion of training.

        iii. If the District pays for eleven (11) or more quarter/semester hours, the staff member shall agree to teach for the District for at least two (2) years after the completion of training.

        iv. If a staff member does not fulfill the obligation listed in 2d or 2e, above, the amount of tuition paid by the District will be deducted from the staff member's last pay warrant. The District may waive this provision if the resignation is in the best interest of the District.

    c. The District shall approve requests for full or partial leaves of absence without pay for the purpose of completing the re-training program.

    d. A staff member may be assigned to teach courses in the new subject area as soon as the staff member is qualified to teach the specific class. A staff member may, for example, be assigned a lower level math class prior to becoming qualified at a high level. For the purpose of this provision only, qualified means the completion of nine (9) re-training credits.

4. Unsatisfactory Evaluation: A staff member will not be placed on probation as a result of an unsatisfactory evaluation, as defined in Article 6 Certificated Evaluation during the first year of teaching in the re-trained area.

5. Consequences of Failure to Meet Timeline: If a staff member fails to complete the required training program on the timeline established, the District shall reduce the FTE of the staff member's contract to an FTE that is consistent with the District's needs in the areas for which the staff member remains qualified.

Article 8: Layoff and Recall

Section 1: Responsibility and Definitions

1. **Responsibility:** Within the framework of State requirements, the Board has responsibility to operate a quality educational program. Quality education for students and fair and just treatment of staff members shall always be prime considerations.

2. **Definitions:** The following definitions pertain to this article only and are not intended to define the same or similar terms in any other article, section, preamble, supplement or part of the Agreement between the District and the Association.

Certification	Holding a valid Washington certificate
Certification - Special	Holding a valid Washington certificate which qualifies the staff member for special education, ESA or CTE
Endorsement	Holding a specific endorsement for subject matter or grade level
Staff member	Any District staff member holding a position requiring certification, including those who are on leave and those who are on layoff status as a result of implementation of this Article
Education Qualifications	A staff member has a valid Washington certificate, including appropriate endorsements(s) as necessary, and meets federal requirements
Experience Qualification	A staff member having served at least one (1) year in the area under consideration
Guaranteed Position	Having assurance of placement in a position for the following school year based on seniority above a level established by the Board as the point at which no staff member will be laid off as a result of the implementation of this Article
Lay Off	Board action reducing the number of certificated staff in the District for economic reasons only; does not refer to decisions to discharge or non-renew an individual staff member for cause
Qualified	Having the experience or education and certification to fulfill the requirements of a designated position
Recall	Informing a staff member on layoff status that a position is available at a designated time
Categorical Revenues	Revenues such as those received, or projected to be received, by the District that cannot be assigned to meet expenditures other than those for which they have been designated. This includes reimbursement for expenditures made, such as revenue resulting from the school lunch program; also, including all federal funds and state funds for transportation

3. **Seniority Placement:**

   a. Seniority Placement List: The District shall prepare a list of staff members in order according to their total teaching experience granted for salary purposes at time of initial employment by the District and increased by one (1) year for each year of additional full-time service.

   b. After the staff member's calculated total teaching experience the ranking shall be in accordance with the total number of education credits beyond the B.A. degree submitted to the District. If a staff member holds a master's degree, the total number of quarter credits beyond the master's degree, plus any quarter credits in excess of 45 between the dates of the bachelor's and master's degrees, will be the figure used. Unless a lay-off is anticipated no attempt shall be made to break ties on the seniority list.

   c. This seniority list shall be sent to the Association president, the buildings, and will also be available in Human Resources on or before **February 15**.

4. Placement of Staff members to be Laid-Off: The Board will designate a number on the seniority list above which staff members are guaranteed employment. Those staff members below this number will be placed on a list to be used both for lay-off and recall. Placement shall be carried out in accordance with the following steps:

    a. Seniority is defined as total experience granted for salary purposes at the time of initial employment by the District, and shall be increased one (1) year for each year of additional full-time service. Less than full-year employment experience shall be computed as the actual number of contract days employed by the District as a full-time staff member. One hundred and eighty (180) days or more during any contract shall be credited as one (1) full year.

    b. If more than one (1) staff member has the same seniority ranking after applying the above provision, all staff members so affected will be ranked in accordance with the total seniority as certificated staff in the State of Washington from greatest to least.

    c. If more than one (1) staff member has the same Washington seniority ranking after applying the above provision, all staff members so affected will be ranked in accordance with the total seniority as certificated staff members in the Issaquah School District from greatest to least.

    d. If more than one (1) staff member has the same Issaquah School District seniority ranking after applying the above provisions, all staff members so affected will be ranked in accordance with the total number of education credits beyond the B.A. degree submitted to the District prior to the first business day following January 1. If a staff member holds a master's degree, the total number of quarter credits beyond the master's degree, plus any quarter credits in excess of 45 between the dates of the bachelor's and master's degrees, will be the figure used.

    e. The seniority list will also indicate the type of certificate(s) the staff member holds and the endorsement(s) obtained by the staff member.

5. General Provisions of Lay-off and Recall:

    a. Staff with valid contracts will not be laid off during any school year.

    b. All lay-offs will be effective at the end of the staff member’s current contract.

    c. The District will provide a lay-off and recall plan to the Association whenever implementing a lay-off.

    d. If the Board anticipates a lay-off of staff, the Board will notify the Association by the last Board meeting in April of the level of seniority required to guarantee a position for the following school year, based on projected revenues to be available.

    e. In the event of lay-off, the Board shall provide written notice to all affected staff members on or before May 15 of the school year preceding the year in which lay-off would occur.

    f. Economic reasons necessitating lay-off include the following:

        i. Enrollment decline, failure of a special levy, or other event resulting in a significant reduction in projected general funds available.

        ii. Termination or reduction of funding of categorical projects, which reduces projected general funds available.

    g. Except when special certification is required, no staff member shall be hired from outside the District until all staff members on the Certificated Seniority Layoff and Recall List have been rehired.

6. Lay-Off Probable Cause Notification:

a. The Board shall inform those staff members not having guaranteed position status that there is a probable cause to believe that their contract will not be renewed for the following year. The following considerations shall be extended to such staff members:

   i. The lay-off list simultaneously becomes the recall list.

   ii. The list shall be sent to the Association president and shall be available in Human Resources.

   iii. Alleged errors on the Certificated Seniority Lay-Off and Recall List may be grieved for sixty (60) days after the list is sent to the Association president.

   iv. The District will cooperate with the laid-off staff members to assist them in continuing insurance coverage under group plans in which they are enrolled, if the staff member wishes continued coverage. The laid-off staff members will be responsible for paying the premiums for as long as the insurance companies will continue such coverage. If necessary, the District will transmit to the insurance companies all premiums prepaid to the District by staff members on lay-off.

   v. Letters of lay-off will be delivered in person by the appropriate administrator whenever possible.

b. The District will provide such information that may be helpful for the laid-off staff members to receive unemployment compensation.

c. Staff receiving letters of lay-off will have ten (10) working days from the last student date to pack and remove materials from their classrooms and to clear off instructional files from computers and servers. In addition, their district e-mail account will remain active until the end of this ten (10) working day period.

d. Benefits to which a staff member was entitled at the time of lay-off, including accumulated disability leave benefits and insurance program eligibility will be reinstated when the laid-off staff member returns to active employment.

7. Recall:

a. All staff members with guaranteed positions as indicated above shall be assigned positions according to their seniority.

b. After all assignments have been made an opportunity will be provided to make changes consistent with the assignment and transfer provisions of this agreement prior to implementing recall procedures.

c. Qualifications of all staff members on the Certificated Seniority Layoff and Recall List will be identified. Up to the time of recall, new education qualifications will be added continually as earned and verified by Human Resources. Newly added qualifications cannot, however, have any impact on recalls already made, and the staff member on lay-off must assume the full responsibility of providing Human Resources with the required information. The purpose of this provision is not to change the staff member's seniority ranking.

d. The district will identify qualifications required for any position subject to recall.

e. All available positions requiring special endorsement or license (such as, special education, psychologist, therapeutic specialist, SLP, counselor and career/technical education) shall be assigned first, with the position offered to the first qualified staff member on the seniority list. Such positions will be assigned only to the limit required to meet the program's categorical funding provisions.

f. Assignment of the remaining positions (which may include additional positions in programs listed above) shall be by assignment of the most senior staff members that meet the definition of qualified (as defined above).

g. The District shall make a direct person-to-person contact when recalling staff from lay-off whenever possible. If a direct person-to-person contact is not made within two (2) days of a potential recall position becoming available, the District shall give written notice of recall from lay-off by sending a certified letter to the staff member at his/her last known address.

   i. It shall be the responsibility of each staff member to notify the District of their contact information (e.g., phone, personal e-mail address, mailing address) and any change in address if applicable.

   ii. The staff member's contact information as it appears in the District's records shall be conclusive when used in connection with lay-offs, recall, or other notice to the staff member.

   iii. If a certified letter is returned to the district due to non-delivery, it will be deemed the staff member has resigned from District employment.

h. When a direct person-to-person contact or phone call is made by the District, the staff member, or designated proxy, will be expected to accept or reject the offered position by the close of the following business day. If a response is not provided within this time period, the staff member will be considered to have resigned from District employment.

i. If a direct contact is not made, the District will send the staff member a certified letter of recall. Staff members will have three (3) business days from receipt of the certified recall letter to respond indicating either acceptance or rejection of the position. If a response is not provided within this time period, the staff member will be considered to have resigned from District employment.

j. The staff member shall be considered to have resigned from District employment if a staff member on the recall list has been offered a position for which:

   i. The staff member is certificated;

   ii. Has experience qualifications;

   iii. The position is offered consistent with the provisions of this article; and

   iv. The staff member rejects the offer.

k. A staff member's position on the recall list shall not be altered and the staff member may request that he/she be passed over for that specific position if a staff member on the recall list has been offered a position for which:

   i. The staff member is certificated;

   ii. Has educational qualifications, <u>but not experience qualifications</u>;

   iii. And the position is offered consistent with the provisions of this article.

l. No staff member shall remain on the recall list for more than two (2) years beyond August 31 of the calendar year in which the staff member was laid off. If a staff member on the recall list accepts a position with another school District prior to this two (2) year limit, the staff member shall be removed from the recall list.

Article 9: Leaves

Section1: Illness, Injury, and Emergency Leave

Annual Illness, Injury and Emergency Leave Allowance: At the beginning of each school year, full time staff members will be credited with an advance leave allowance of twelve (12) days with full pay. Less than full-time staff members will be allotted the proportionate number of days. These days are to be used, consistent with the provisions set forth below, for absence caused by illness or injury or for an emergency. Leave for illness, injury and emergency will be deducted by the amount of time submitted. Unused days shall accumulate and be carried forward.

1. **Leave for Illness and Injury:** These days are to be used for absence caused by illness or injury of the staff member or member of the staff member's household, to care for sick children, spouse, domestic partner, parent(s), parent(s)-in-law, grandparent(s), or adult children with disabilities who have a health condition that requires treatment or supervision. Less than full-time staff members will be allotted the proportionate number of days. Situations not outlined above may be eligible for emergency leave use.

2. **Emergency Leave:** Emergencies will include, but not be limited to, the following:

    a. Illness in the family for situations not outlined above, funerals other than immediate family. Immediate family shall be defined as the following family relationships to both the staff member and spouse/domestic partner: father, mother, spouse/domestic partner, children, siblings, grandparents, grandchildren, aunts, uncles, nephews, nieces, and any relative or significant other residing in the staff member's household. For funerals of immediate family members, see Bereavement Leave Article 9, Section 4.1;

    b. Time to fulfill adoption agency requirements that cannot reasonably be scheduled when school is not in session;

    c. Emergencies resulting from childbirth or other medical emergencies in the staff member's immediate family; and

    d. Any situation arising from sudden and reasonably unforeseeable events beyond the control of the staff member, including acts of god, which requires the timely attention of the staff member.

3. **Health Care Provider's Certification:**

    a. When a staff member's illness exceeds three (3) consecutive work days, the District may inquire of the staff member or spokesperson for the purpose of determining FMLA eligibility.

    b. The District may request a statement from a health care provider certifying illness when a staff member's absence exceeds five (5) working days or the pattern of absences suggests improper use of sick leave.

4. **Attendance Incentive:** Pursuant to WAC 392-136, the District has established a staff member attendance incentive program which enables qualified staff members to convert to cash part of their excess Illness, Injury, and Emergency leave, both on an annual basis and upon retirement or death.

    a. To convert excess Illness, Injury, and Emergency leave, a staff member must have in excess of sixty (60) earned days of unused hours (480 hours) by December 31 of the previous calendar year. The staff member can receive a cash payment in March for unused Illness, Injury, and Emergency leave accumulated during the previous calendar year (January to December), up to a maximum of twelve (12) days per year.

    b. The staff member will receive a form from the District regarding the procedures of Illness, Injury, and Emergency leave conversion. To be eligible for a cash-out payment, the staff member must submit the form by January 31 to the Human Resources Department. The rate of conversion is: (excess days x salary rate x 0.25.)

c. A staff member can accumulate Illness, Injury, and Emergency leave up to the number of days in his/her annual basic contract but can use a maximum of 180 days for buy back provisions upon retirement or death. The provisions of this section will be administered in accordance with state law and applicable state rules and regulations.

5. Illness, Injury, Emergency and Pregnancy Disability Leave Expended: After using all accumulated Illness, Injury, and Emergency leave, a staff member shall have his/her salary reduced by the amount paid to a substitute until absence owing to illness, injury, or emergency exceeds thirty (30) days for a school year. After thirty (30) days, or after all accumulated Illness, Injury, and Emergency leave is expended, whichever is greater, salary deductions will be made at the staff member's per diem unless the staff member has applied for, qualifies for, and has been granted Shared Leave.

6. Pregnancy Disability Leave: The attending health care provider shall determine the duration of the period of pregnancy-related disability. The request for the health care provider to make such a determination may be made either by the staff member or the District.

7. FMLA: (Family and Medical Leave Act)

   a. Staff members may qualify for up to twelve (12) work weeks of job-protected leave for certain family and medical reasons. Staff members whose situation qualifies for FMLA will be required to substitute accrued Illness, Injury and Emergency leave as part of family / medical leave. To be eligible for family / medical leave, a staff member must be in their first year of employment with the District, or have worked for eight hundred twenty (820) hours over the previous contract year. Leave may be taken for any of the following reasons:

      i. For a serious health condition, defined as an illness, injury, impairment of physical or mental condition that involves inpatient care, or continuing treatment by a health care provider, as defined by law;

      ii. To care for and/or bond with a newborn within the first twelve (12) months of the child's birth; or to care for or bond with an adopted child under the age of eighteen (18) at the time of placement with the staff member and within the first twelve (12) months of the child's placement; or to care for or bond with a newly-placed foster child under the age of eighteen (18) within the first twelve (12) months of the child's placement;

      iii. To care for a spouse, domestic partner, parent, or child of the staff member, or other family member(s) as defined by FMLA, who has a serious health condition;

      iv. If both parents of a newborn or newly-adopted child or newly placed foster child are employed by the school district, they shall be entitled to a total of twelve (12) work weeks of FMLA for bonding time;

   b. Pregnancy disability leave consistent with Article 9, Section 1.6 is in addition to family/medical leave and is not counted toward FMLA, if eligible.

   c. For FMLA coverage, process, and procedures contact the District Human Resources Department and/or for more information go to http://www.dol.gov/whd/fmla/.

   d. Beginning January 1, 2020, staff members eligible for family / medical leave are eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

8. Family / Medical Leave Requested in Advance: If a staff member can reasonably anticipate any Illness, Injury, or Emergency leave, he/she shall request such leave at least three (3) months before needed or as much in advance as possible. A staff member must request family/medical leave in writing to the Assistant Superintendent of Human Resources or HR Designee thirty (30) days in advance unless the leave is not foreseeable, in which case the staff member must notify the Assistant Superintendent of Human Resources as soon as possible.

9. Reinstatement at Return:

   a. After giving due notice to the District, a staff member returning to work from a leave granted under Article 9, Section 1 shall be reinstated to the position held prior to the start of the leave.

   b. Reinstatement from Illness, Injury, and Emergency leave shall be with permission of his/her treating health care professional.

   c. Where reinstatement from a leave granted under Article 9, Section 1 occurs during a school year subsequent to the school year in which the leave commenced, reinstatement shall also be subject to application of Article 7 (assignment and transfer) and /or Article 8 (layoff and recall).

10. Washington Paid Family Medical Leave (PFML)

    The purpose of this section is to align with existing state laws for Washington Paid Family Medical Leave. Nothing in this section creates an entitlement outside of those outlined in law. Employees may qualify for up to twelve (12) to eighteen (18) work weeks of job-protected family and medical leave under the Washington Paid Family and Medical Leave and Insurance Act (PFMLA) for certain family and medical reasons. Family members covered by PFML is broader than under FML. PFML may be used at any time in the twelve (12) calendar months after the qualifying event. Covered family members and situations under PFML are not identical to those of FML.

    PFML is administered by the Washington State Employment Security Department (ESD), not the District. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD. Employees are responsible for filing claims with the ESD, the District is responsible for providing employment verification, and payments will come from ESD.

    To be eligible for PFML an employee must have worked for eight hundred twenty (820) hours in Washington over:

    - The first four (4) of the last five (5) calendar quarters; or
    - The last four (4) calendar quarters immediately before the application for leave.

    Where FML also applies, PFML shall be used concurrently with FML, and may be used concurrently or consecutively with the employee's other leave entitlements as elected by the employee. Any paid leave used concurrently with PFML will be considered a supplemental benefit under the terms of PFML.

    SEBB will maintain health insurance benefits during periods of approved PFML leave. Unless prohibited by SEBB rules and regulations, the District shall continue to pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium during the leave period.

    The District will annually notify employees about the benefits available under PFML. The District will upon request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

    Upon returning from PFML, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Section 2: Leave Sharing

1. Illness, Injury, and Emergency Leave Sharing:

   a. Staff members are eligible for the District Leave Sharing Plan. Under said Plan, eligible staff members may donate excess leave for use by a staff member who:

i. is suffering from, or has a relative or household member suffering from an extraordinary or severe illness, impairment, or physical or mental condition;

ii. has been called to serve in the uniformed services; or

iii. is a victim of domestic violence, sexual assault or stalking.

b. Such a program is intended to extend leave benefits to a staff member who would otherwise have to take or would likely have to take leave without pay, or terminate his or her employment with the District.

2. Shared Leave Eligibility:

a. To be eligible for the District Shared Leave Program, a staff member must meet the following requirements:

i. The staff member must be on authorized leave under the Agreement; and

ii. The staff member is (or a relative or household member is) suffering from an severe or extraordinary illness, life threatening condition, or the staff member is a victim of domestic violence, sexual assault or stalking, or the staff member is being called to serve in the uniformed services; and

iii. The staff member has provided documentation from a licensed physician or authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition or orders verifying the staff member has been called to serve in the uniformed services; or documentation that the staff member is a victim of domestic violence, sexual assault or stalking; and

iv. The staff member has abided by the District's leave policies and has depleted or will shortly deplete all of his or her leave balances or sick leave reserves; and

v. The staff member has not received more than five hundred twenty-two (522) days of shared leave during total District employment; and

vi. Absent shared leave, the staff member would have to take leave without pay, or terminate his or her employment with the District; and

vii. The staff member has diligently pursued and has been found to be ineligible for industrial insurance benefits, as applicable.

b. Any leave not used in connection with the specified and approved condition will be returned to the donor or donors.

c. Staff members on shared leave continue to receive the same salary, wage, and employee benefits that they normally receive when using accrued leave.

d. With the approval of the heads of both Districts, shared leave may be transferred from staff members from one (1) school district to a staff members of another school district.

e. The Superintendent or designee will approve the form to verify that the staff member is eligible to donate leave.

3. Implementation of Illness, Injury, and Emergency Leave Sharing: Upon determining that she/he will need to take advantage of this program, a staff member or their representative will notify the Human Resources Department up to twenty (20) working days prior to exhausting their leave, or as soon as possible. Failure to provide timely notice may result in a delay in applying the donated days to the staff member's compensation. Donations will then be requested from other staff members and submitted to the Human Resources Department.

4. Procedures for Illness, Injury, and Emergency Leave Sharing:

   a. Recipient and donor or recipient's supervisor will complete the District form on leave sharing and submit it to the Human Resources Department.

   b. If approved, leave sharing will become effective on the date the Leave Sharing Form is received in the Human Resources Department. There will be no retroactive application of leave sharing.

   c. Donated hours will be deducted from donor's Illness, Injury, and Emergency leave balance.

   d. Transfer of leave sharing hours to recipient will correspond with the normal payroll period.

   e. The Leave Sharing Form must be completed in full before leave sharing will be approved.

5. Use of Donated Leave:

   a. The staff member receiving donated Illness, Injury, and Emergency leave may use that leave only for the condition that generated the leave sharing. Donated leave may not be used for any purpose other than the purposes for which Illness, Injury, and Emergency leave may be used by a staff member.

   b. Requests for donated Illness, Injury, and Emergency leave shall be made to the Human Resources Department in writing, with a copy of the Illness, Injury, and Emergency leave request forwarded to the Association. The Human Resources Department shall review the request and substantiating documentation and approve or deny the request within five (5) workdays of receipt.

   c. Any staff member denied donated Illness, Injury, and Emergency leave shall have the ability to appeal that decision to the Superintendent or designee and the Association President.

   d. Substitute staff members are not eligible for receipt of donated leave.

Section 3: Personal Leave

1. Personal leave will be allocated on a first come first served basis.

2. Availability:

   a. Each member of the bargaining group shall have two (2) Personal leave days per year.

   b. A day shall be defined as having the same length as the staff member's regular workday. The use of authorized Personal Leave consistent with this section shall not result in a staff member incurring unpaid leave. This does not affect accrual or cash out calculations.

   c. Personal leave will be allocated in half (1/2) day increments.

   d. A staff member shall have the ability to accumulate Personal leave, up to ten (10) days.

   e. The District will provide substitute costs beyond five (5) days for Echo Glen, when staff members take accumulated Personal leave.

   f. When the beginning date for a summer school, graduate, or post-graduate degree programs necessary for certification is in conflict with the District calendar, Personal leave shall be granted.

   g. No one can be refused Personal leave after it has been authorized.

3. Limitations:

   a. No more than twenty-five (25) staff members may use Personal leave on a Friday, on a day before or after the major breaks (Winter Break, Second Winter Break, or Spring Break), or on a workday before or after a District-recognized holiday. Only the first twenty-five (25) such requests on any given day shall be granted. Staff members who do not require a substitute for their absence shall not be counted in this limit.

   b. "Black Out Days" are defined as the first five (5) student days and the last five (5) student days of the school year. The Assistant Superintendent of Human Resources (HR) or HR Designee shall have the right to refuse authorization on these dates. Consideration for authorizing leave will be given on Black Out Days if the reason for the leave involves serious obligations in the immediate family of a staff member including a wedding, graduation, or once-in-a-lifetime opportunity as indicated on the form at the time of application.

   c. If the school calendar changes due to inclement weather, a staff member may appeal to the Assistant Superintendent of HR or HR Designee for authorization to use Personal days or leave without pay on the designated make up day.

   d. The District and the Association will meet prior to each school year to mutually determine if there should be any modification to the limitations around Personal leave for the coming year.

4. Procedures:

   1. Applications for Personal leave will be delivered to the Assistant Superintendent of HR or HR Designee. That office will notify the applicant of approval or rejection within three (3) school days of the receipt of the application.

   2. Except in cases of an unanticipated circumstance, Personal leave applications shall be submitted at least one (1) week in advance.

   3. Personal leave taken in blocks of five (5) or more days shall require a minimum of ten (10) working days' notice, unless an emergency exists, and where possible, shall utilize a single substitute for the period of the leave.

5. Compensated Alternative to Personal Leave Use:

   Staff members who have five (5) or more Personal leave days in their district balance, may cash out each year any number of days in their balance at the staff member's per diem rate of pay. The staff member must provide notice to the District regarding the desire to take such action by the final business day in June. The cash out will be paid on the August warrant.

Section 4: Other Leaves

1. Bereavement Leave Conditions:

   a. Absence owing to death in the immediate family shall be granted with full pay for up to five (5) days.

   b. Immediate family shall be defined as the following family relationships to both the staff member and spouse/domestic partner: father and mother, spouse/domestic partner, children, siblings, grandparents, grandchildren, aunts and uncles, nephews and nieces, and any relative or significant other residing in the staff member's household.

   c. One (1) day of Bereavement leave will be allowed for a close friend. This day may be taken from Personal leave or Emergency leave.

   d. Bereavement leave is not cumulative.

2. Leave for Civic Responsibility:

   a. Staff members are eligible to be granted a leave of absence for jury duty when the staff member is not exempted from jury service, to serve as a witness at hearing or trial, or to exercise similar civic duties as may be required.

   b. During such leave, the staff member shall be paid his or her regular salary, less compensation received for his or her services to reimburse the District for the cost of a substitute, but excluding any transportation allowance or per diem expense.

   c. Absences where a staff member is a voluntary witness, or a plaintiff or defendant in an action, unless such action is brought by a third party naming the staff member as a defendant for an act in the regular performance of his or her duties as a staff member, may be considered Emergency leave or requested as Personal leave.

   d. A staff member who takes leave for civic responsibility shall provide the Human Resources Department with a copy of the subpoena or notice establishing the need for such leave.

3. Military Leave:

   a. A member of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from his/her staff assignment.

   b. Such a leave shall be for a period not exceeding twenty-one (21) calendar days during each year.

   c. The staff member shall receive his/her normal District pay, and there shall be no loss of efficiency rating, privileges, or Illness, Injury, and Emergency leave to which she/he might otherwise be entitled (RCW 38.40.060. See also Uniformed Services Employment and Reemployment Rights Act).

4. Flex-time Leave for Religious Purposes: Staff members whose religious affiliations require observances of mandatory holy days on days when school is in session will be granted up to two (2) days of unpaid flex-time leave for this purpose, based upon the procedures listed below:

   a. A staff member desiring to take leave under this section must notify his/her principal in advance of the requested leave.

   b. The staff member may make up each day missed by performing professional tasks under the supervision of his/her immediate supervisor on a mutually agreeable non-school, non-per diem, day which falls between five (5) week days before the opening and five (5) week days after the closing of the staff member's current contract year.

   c. Accountability for making up the flextime days will rest with the staff member and the principal or supervisor.

5. District Leave with Pay Minus Substitute Costs:

   a. At its discretion, the District may grant each staff member up to five (5) days of leave with pay, minus actual substitute costs, for any of the following reasons:

      i. Visits to other schools or school Districts for purposes of instruction or curriculum improvement.

      ii. Attendance at workshops, conferences, or other professional meetings for purposes of instruction or curriculum improvement.

      iii. Attendance at summer school for post-graduate study or graduate degree programs, necessary for certification when the beginning of that summer school program is in conflict with the District and when a staff member's Personal leave is exhausted.

b. The staff member must apply for this leave at least ten (10) working days in advance of anticipated absence.

6. Long Term Child Care Leave:

a. Any staff member may request long-term child care leave without compensation for the purpose of legally adopting a child or care for a child or a medically ill dependent child. Leave for such a purpose will not be for more than two (2) school years for each occasion and will be exclusive of any temporary disability leave granted for child birth.

b. The request for this leave is to be made in writing to the Assistant Superintendent of Human Resources or HR Designee. Such request, when possible, will be made at least thirty (30) calendar days in advance of the proposed starting date of the leave and will clearly state the intended purpose and duration of the leave.

c. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional program and the desire of the staff member and the attending physician, when applicable. Generally, the return date shall be at either the beginning of the school year or the beginning of second semester at the secondary level, or following the first winter break at the elementary level. If a staff member's return would disrupt the final months of a school year, that leave shall carry over to the following school year. The over-riding concern will be the program needs of the District.

d. Long-term child care leaves for staff members will be without compensation and employer paid benefits exceptthat the staff member will retain all seniority and benefits accrued. Staff members may, at their request, self-pay to the District the premiums for those insurance plans that allow such payment. Seniority and paid leaveswill not accrue during such leave.

e. Upon return from a child care leave of less than two (2) school years, the staff member will be returned to the same position held prior to the leave, provided such position still exists. If the position no longer exists, the staff member will be placed in another similar position. If the child care leave granted is for two (2) school years or more, the staff member will be placed in a similar position within the District, subject to application of Article 7, Assignment and Transfer, and/or Article 8, Layoff and Recall.

7. Leave without Pay:

a. Insurance Coverage: Staff members utilizing leave without pay may continue insurance coverage at their own cost if allowed by the insurance carrier.

b. Leave Without Pay – Short Term

i. Personal Reasons: On a day-to-day basis, at the discretion of the Superintendent or designee, absences may be granted without pay for purely personal reasons for purposes not covered in the above provisions.

ii. Extension of Illness, Injury, and Emergency Leave: The absence(s) shall be granted on this basis for an extended period during a school year if such absence is an extension of Illness, Injury, and Emergency leave or if it occurs in anticipation of Illness, Injury, and Emergency leave.

iii. Reinstatement: A staff member returning to work from a leave granted under this section shall be reinstated to the position held prior to the start of the leave.

c. Leave without Pay – Long Term:

i. Terms: Upon recommendation by the administration, leave of absence without remuneration may be granted by the Board. Such leave will not exceed one (1) year. The staff member granted the leave of absence must intend to return to the Issaquah School District.

ii. Deadline for Notification of Intent to Take a Leave: Prior to the school year the leave is desired, any staff member desiring a leave of absence has responsibility for informing the Human Resources Department in writing as early as possible, but no later than by February 28.

iii. Deadline for Notification of Intent to Return or Resign: On or before February 1 of the year the leave expires, the Human Resources Department must receive written confirmation of a staff member's intent to return or resign for the following school year. The District may grant a one (1) year extension of leave.

iv. Leave of Absence as Extension of Illness, Injury, and Emergency Leave: Leave of absence shall be granted if the request is for the purpose of extending Illness, Injury, and Emergency leave from the prior school year.

v. Placement upon Return from Leave: A staff member requesting to return to duty at the beginning of the next school year will be placed in a similar position within the District, subject to application of Article 7, Assignment and Transfer, and/or Article 8, Layoff and Recall. However, the District is not obligated to place a staff member returning from leave of absence in the building where she/he previously taught, or at the same level (elementary) or subject area (secondary).

Article 10: Grievance

Section 1: Grievance Process

1. **Purpose:**

   a. Means for the Resolution of Staff Complaints: The grievance policy is designed to provide all staff members with prompt, fair, and reasonable means for the resolution of staff complaints. The grievance policy provides a day-to-day test of the adequacy of performance called for in implementing the school district's policies, rules, and regulations and the provisions of this agreement. Proper application and use of such a policy could lead to the enhancement of a professional environment that stimulates individual freedom, initiative, and a personal sense of responsibility.

   b. Definitions: As used in this grievance policy:

      i. The term grievance shall mean a written complaint by staff member(s), presented by the Association, that there has been a violation, misinterpretation, or misapplication of any of the provisions of this agreement.

      ii. Grievant shall mean a certificated staff member of the school District who has a grievance as defined above.

      iii. Staff, Staff Member, Teacher, Specialist, and Certificated Staff shall mean a certificated staff member represented by the Association.

      iv. Association shall mean that organization which has won a majority in an election to represent the District's certificated staff members, as provided in RCW 28A.72.030 or its successor.

2. **General Conditions:**

   a. Association May Submit to Superintendent: In the judgment of the Association, if a grievance affects a group of staff members or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance may be commenced at Step 2.

   b. Time Limits: The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within each prescribed step to be accomplished shall be considered as maximum, and every effort shall be made by the grievant and the District to expedite the process. Under unusual circumstances, the time limits prescribed in this procedure may be extended by mutual consent of the grievant and the person or persons by whom his/her grievance is being considered.

      i. If after failing to achieve satisfaction at any step and the grievance is not appealed according to the timelines set forth in this Article, or by a mutually extended time limit, the grievance shall automatically be waived.

      ii. When a grievance is submitted on or after June 1 and prior to the beginning of the fall term, time limits shall consist of all administrative workdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

3. **Step 1** (Informal Step):
   A staff member with a possible grievance shall discuss it first with his/her immediate supervisor. If desired, the staff member may be accompanied by a representative of the Association. Every effort shall be made to resolve the matter at this level in a free and informal manner.

4. Step 2:

   a. If the possible grievance is not resolved informally, the Association may submit a grievance to the immediate supervisor no later than thirty (30) working days after the occurrence, or no later than thirty (30) working days after the Association has reasonable knowledge of the occurrence of the alleged violation, misinterpretation, or misapplication of provisions of the Agreement.

   b. The Association will present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within ten (10) working days of receipt of the written grievance. The grievant and/or the Association representative and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the Association representative with a written answer to the grievance within five (5) working days after the grievance meeting. Such answer shall include an explanation for any decision that may have been made.

5. Step 3:

   a. If a satisfactory solution is not reached at Step 2, , or if no decision is reached within five (5) working days after meeting with the immediate supervisor, then the Association may refer the grievance to the Superintendent or his/her designee.

   b. The Superintendent or his/her designee shall arrange for a meeting with the grievant and the Association representative within ten (10) working days after receiving notification of appeal.

   c. The Superintendent or his/her designee will have ten (10) working days after the meeting to provide a written decision, including the reasons for the decision, to the grievant, with a copy to the Association representative.

6. Step 4:

   a. If a satisfactory solution is not reached within ten (10) working days after the grievant and/or the Association representative have met with the Superintendent or his/her designee, the Association may request an arbitrator be called upon to decide whether there has been a violation, misinterpretation, or misapplication of any of the terms of this agreement.

   b. Within ten (10) working days after such written notice of submission to arbitration, the Superintendent or his/her designee and the Association will request a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association.

   c. Neither party shall be permitted to assert in the arbitration proceedings any evidence not previously disclosed to the other parties.

   d. The arbitrator shall render the decision in writing no later than thirty (30) working days after the conclusion of the hearings, or, if oral hearings are waived, then thirty (30) working days from the date statements and proofs were submitted to the arbitrator.

   e. The award of the arbitrator shall be accepted as final and binding. There shall be no appeal from the arbitrator's decision by either party if such decision is within the scope of the arbitrator's authority as described below:

      i. The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement or other District Policy.

      ii. The arbitrator's power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this agreement or of District Policy.

iii. In case of any action the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator.

iv. The arbitrator may award back pay to compensate the employee, wholly or partially, for any salary lost.

f. The fees of the arbitrator, the cost of transportation, and other necessary general costs shall be shared equally by the District and the Association. All other costs will be borne by the party incurring them.

Section 2: Other Grievance Conditions

1. Supplemental Conditions of Grievance Procedures:

a. With full assurance that no reprisal will come from their involvement in the grievance, all individuals who might contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and the District administration.

b. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

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

d. Should the investigation or processing of any grievance require that a staff member or an Association representative be released from regular assignment, the person or persons shall be released without loss of pay or benefits.

e. To facilitate operation of the grievance procedure, forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association.

f. No documents, communications, or records dealing with the processing of a grievance shall be included in the individual's personnel file.

g. If the dispute involves evaluation, only alleged procedural or factual errors are appropriate for arbitration.

Article 11: Association Rights and Business

Section 1: New Staff

1. **Orientation of Staff:**

   a. **Participation of President:** The President of the Association may request to be included on the agenda of the District's program for the orientation of new staff members.

   b. **New Staff members:** The Board shall provide to the Association a monthly updated list of newly contracted staff members.

   c. **Association Notification of Staff members and Assignments:** Throughout the summer, the District shall notify the Association of new staff members' names and mailing addresses when those staff members have been approved by the Board. By October 15, the District shall provide the Association the names of all staff members, their building, grade, and subject assignments.

Section 2: Right to Join and Support Association

1. **Legal Protection:** Staff members of the District who are represented by the Association shall have the right to freely organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the State of Washington, the Board shall not directly or indirectly discourage or deprive any staff member of any rights conferred by the State of Washington and the United States. Nor shall the Board discriminate against any staff member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any grievances, complaint, or proceeding under this Agreement or otherwise with respect to terms and conditions of employment.

2. **Membership Deductions:**

   a. Exclusive Rights: The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues, assessments, and fees for staff members who are members of the Association and its affiliates.

   b. Payroll deduction shall also be available for those staff members belonging to the Washington Education Association – Political Action Committee and/or the NEA - Fund for Children and Public Education. Any deduction for political contributions shall be separately authorized in writing by the staff member.

   c. The deduction forms and authorizations shall remain in effect, unless withdrawn in writing by the staff member or otherwise negated by law.

   d. Dues, Assessments and Fee Deduction: Each school year, the Association shall give written notice to the District of the dollar amount of individually authorized local, state, and national organization dues, assessments and fees, and any contributions that are to be deducted in the coming school year. Unless otherwise on file with the District as of the effective date of this Agreement, the Association shall provide the District with an agreed to, properly executed and signed authorization and assignment for each District staff member.

   e. The deduction(s) authorized shall be made in twelve (12) equal amounts from each paycheck beginning with the pay period in September (September 30 warrant) through the pay period in August (August 31 warrant) for each year. Deductions authorized to begin after the September payroll shall be spread equally over the remainder of the pay periods through August. The District will remit all monies so deducted to the Association or its authorized designee. The District will provide to the Association and its designee a list of staff members

from whom the deductions have been made.

3. District's Obligation: The District shall have no obligation to collect any dues or obligations other than those authorized on a monthly basis. The District shall not, for example, be required to collect dues from a former staff member who may owe dues to the Association.

Section 3: Leave for the Association President

1. Length of Leave: The District shall grant a leave for two (2) years, renewable for up to an additional two (2) two-year terms, to the President of the Association.

2. Wages and Reimbursement: While on leave, the Association President shall be entitled to the same wages and benefits as if employed in the District; however, the Association shall reimburse the District for wages and benefits. The reimbursement shall be made in advance each month during the term of the leave.

3. End of Term:

   a. Assignment upon Return: Upon the staff member's return from this leave, the District will assign the staff member to the same position, or one equivalent to the position, held prior to the leave. In such a case, the Association assumes no liability for the cost of the Illness, Injury, and Emergency leave or Personal leave accrued during the President's term(s) of office.

   b. Retirement: At the end of the President's term, the President may retire and not return to work for the school district. In such case, if the President cashes out her or his accrued Illness, Injury, and Emergency leave and/or Personal leave, the Association will assume only the cost of the Illness, Injury, and Emergency leave and Personal leave accrued during the President's term(s) of office.

4. Association Indemnifies and Holds District Harmless: The Association agrees to indemnify and hold harmless the District against any claim or lawsuit arising from this leave, including the cost of judgment, attorney fees and court costs. The Association shall have the authority to select the attorney and direct all litigation pursuant to such claim or lawsuit.

Section 4: Association Rights – Miscellaneous

1. Use of School Facilities and Equipment: The District shall permit the Association to use school facilities on the same basis as the most favored group or organization under the current regulations pertaining to facility use for non-school activities. The Association shall have the right to use District equipment. The Association will provide materials and supplies or reimburse the District for the use of materials and supplies.

2. Post Notices: The Association shall have the right to post notices of activities and matters of Association concern within each building. Other District bulletin boards may be used for Association notices if permission has been obtained from the building administrator.

3. Intra-District Mail: The Association shall have the right to use intra-District mail service, E-mail, and staff mail boxes for communication purposes with their members.

4. Appointing IEA Members to Committees: The District acknowledges that all IEA representatives to any District committee shall be appointed by IEA in a process to be determined by IEA.

5. District Financial Resources: The Administration shall furnish to the Association information concerning the financial resources of the District, including, but not limited to, annual financial reports and audits, tentative budgeting requirements and allocations, agenda and minutes of all Board meetings held in open session, student enrollment, membership data, an annual staff member directory, and any other information available in accordance with laws pertaining to the availability of District data.

6. District Budget Process: The District agrees to establish a joint IEA/ISD budget committee to review the District budget throughout the year. As part of its on-going work, the committee will be involved in the budget process and meet on a regular basis from the early formative stages throughout the development of the budget. The purpose of the committee is to assure that IEA has a role in the budget process and has an opportunity to provide direct input throughout its development prior to budget decisions being made.

7. Building Budget/Staff Involvement: Each principal shall provide an opportunity for the building staff to be involved actively in budget planning. A copy of the computer printout of the monthly budget status for the building shall be kept in a readily accessible location within the building. Staff will be updated periodically on the status of the budget.

8. Visitations: Any officer or authorized representative of the Association shall have the right to visit District buildings, educators, or groups of educators represented by the Association.

9. Association Business during Work Hours: Representatives duly authorized by the Association may participate during work hours in negotiations, grievance proceedings, conferences, or meetings with representatives of the District. Such activities may result in a loss of pay if not otherwise provided in this agreement.

Article 12: Duration and Calendar Preferences

Section 1: Calendar

1. **Calendar Preferences:** Staff members will be surveyed to determine their calendar preferences for the school year and future years as determined by negotiations. In subsequent years, if either party wishes to make changes, it may be done during regular negotiations or whenever mutually agreed upon. However, these negotiations may not affect the calendar immediately following the contract expiration. An attempt will be made to have the calendar established three (3) years in advance of the beginning date of the school year.

2. **August Per Diem Day:** These August work days prior to the start of the school year shall be contiguous to one another with no gaps other than weekends and official holidays.

    a. Staff assigned to more than one building will spend their August Per Diem Days working at their "Home School" for the purpose of professional development and training. The "Home School" are those buildings designated as the building in which the staff spend the majority of their assignment according to their FTE. If their assignment is evenly split, then they are to communicate in writing with their building administrators their plan to meet the requirements of the August Per Diem Days.

Section 2: Laws, Ratification

Negotiations between the District and the Association shall be carried out pursuant to the Education Employment Relations Act, Chapter 288, Laws of 1975, First Extraordinary Session. In addition to the provisions of the act, both teams recognize that all agreements, both verbal and written, reached through the negotiations process are tentative until ratified by the Board and the Association.

Section 3: Duration and Entire Agreement

1. **Circumstances to Allow Opening Agreement:** This agreement may be opened at any time for negotiations regarding changes, additions or deletions of a specific topic mutually agreeable to both parties.

2. **Effective Dates for Changes:** The changes, deletions, or additions so negotiated shall become a part of this agreement on its anniversary date unless otherwise mutually agreed.

3. **Time of Agreement:** This agreement shall remain in full force and effect from September 1, 2022 through August 31, 2025.

4. **Agreement Scope, Terms:** This agreement incorporates the entire understanding of the parties on all matters that were the subject of negotiations. During the terms of this agreement, neither party will be required to negotiate with regard to any matter that is not a mandatory subject of bargaining as provided by RCW 41.59.

Article 13: Miscellaneous Provisions

Section 1: Enrollment of Staff Member's Children:

1. **Enrollment of Non-resident Staff Member's Non-resident Dependents in the Issaquah School District:** Staff members may apply annually to enroll their dependents in their school or District feeder pattern. Once a dependent is placed in a District school, the dependent and their siblings may stay throughout their student career so long as the staff member remains with the District [subject to RCW 28A.225.225(2)(a)(b)].

    a. If a staff member transfers under any provision in Article 7, impacting their dependent's enrollment, the ~~s~~ dependent(s) shall attend their new school or feeder pattern following the process outlined in Article 7, Section 3, Subsection 2 a, exceptions may be made for staff whose dependents in grades 9-12 that are participating in activities governed by WIAA (Washington Interscholastic Activities Association).

2. Staff Members may choose to have their dependent(s) in their classroom and/or staff member's office before and after school.

3. If staff members opt to enroll their dependent(s) in the District's BASC program, they will have priority placement.

Section 2: Auxiliary Classified Staff

1. **Support to the Instructional Program:** The District may use auxiliary classified staff to provide support services to the instructional program.

2. **Not Substitute for Certificated Staff:** Auxiliary classified staff shall work under the direct supervision of the certificated staff and shall not substitute for certificated staff in the performance of professional duties and responsibilities.

3. **Selection and Evaluation:**

    a. Staff members should be given the opportunity to assist in the selection and evaluation of auxiliary classified staff who are under their supervision.

    b. While staff members who have the support of classified staff may be asked for input regarding the classified staff's performance, the staff member is not responsible for the written evaluation of classified staff. Staff members who accept supplemental contracts that include supervisory responsibilities are exempt from this provision.

Section 3: Affirmative Action

1. **Commitment:** The District is committed to an affirmative action plan to ensure equal employment opportunities for all staff members without regard to sex, race, creed, religion, age, national origin, color, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities, or political preference The employment and educational program are complementary parts of the primary goal of providing students with the best educational experience possible.

2. **Removal of Barriers:** The District will take clearly defined steps to ensure the removal of any and all barriers to equal employment opportunities within its District Regulations and procedures. Major efforts will be aimed at the procedures for recruitment, hiring, training, assignment, retention, and promotion to ensure that these are inclusive of all protected groups. The District will identify the under-utilization of protected groups in different areas and review whether the District's procedures may be contributing to the under-utilization.

3. **Goals:** The affirmative action plan is designed to assist the attainment of the basic goal of the best educational experience possible for students, achieved through the employment and placement of qualified individuals representing a diverse workforce at all levels of District operation. The affirmative action plan is designed to promote outreach, recruitment, training and educational efforts intended to expand the pool of qualified applicants consistent with the District's standards of excellence. This expansion will include efforts to encourage and inform members of protected groups of employment opportunities.

4. **Equality of Educational Opportunity:** In addition to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Washington State laws and statutes, and directives from the Office of the Superintendent of Public Instruction, the District is committed to developing a program that will guarantee equality of educational opportunity to all students, regardless of sex, race, creed, religion, age, national origin, color, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities, or political preference. Also, the District will provide an appropriate educational opportunity to each student with a disability as provided under Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act.

5. **Affirmative Action Designee:** The Superintendent or his/her designee is the affirmative action officer whose duty it is to implement the affirmative action plan. To determine whether the interim efforts are consistent with the priorities and objectives set forth in the plan, the officer will semi-annually audit, monitor, revise, and improve the objectives of the plan.

6. **Affirmative Action Committee:** The Superintendent or the affirmative action designee may establish an affirmative action committee. If so, staff representation on the committee shall be selected from a slate presented to the Superintendent by the Issaquah Education Association. If the Superintendent or the affirmative action designee feels that the list is not representative of the staff, she/he may meet with the Association President to determine remedies for any inequities.

7. **Future Budget Planning:** Future budget planning will be provided to accomplish the established goals of the affirmative action plan. The effort will be aimed not only at hiring practices but also at such other considerations as promotion, training, transfers, and returns from leave or lay off; funding for educational program requirements, such as instructional materials; and for human relations training -- all factors that weigh heavily on the overall quality of an equal employment and educational program.

Section 4: Substitute Teachers and Staff

1. **Compensation:** The compensation for substitute staff shall be on a daily rate of 0.0033 multiplied by the current school year's salary schedule base.

   a. Except for certificated substitutes who retired from the Issaquah School District and were in good standing upon retirement, the District shall pay substitute staff who work on Fridays a premium of $210 for a full day.

   b. The District shall pay certificated substitutes who retired from the Issaquah School District and were in good standing upon retirement a premium of $230 for a full day.

2. **Attracting and Retaining Substitutes:** Current daily substitute rate will be as listed above, but a bonus will be provided for the school years of the duration of the contract as follows and will be made on the summer pay warrant.

   a. Upon the 500th hour worked, substitutes will earn a bonus of $1,000

   b. Upon the 700th hour worked, substitutes will earn a bonus of $1,500

3. **Twenty (20) Consecutive Days for the Same Staff member:** Any substitute staff member who has substituted for twenty

(20) consecutive days for the same staff member will be placed on the Certificated Salary Schedule and will be paid on that basis retroactive to the beginning of that twenty (20) day period.

4. **Replacing Regular Staff member:** If the regular staff member goes off contract through leave or other causes, the replacing staff member shall be hired at the regular salary rate. In any event, no two (2) staff members will be under contract for the same position.

5. **SLP, OT, or PT Substitute:** A substitute will be hired for an SLP, OT, or PT, if the absence is for an extended period and if a substitute is available.

6. **SAGE Teacher Substitute:**

   a. A substitute will be hired for a SAGE teacher whenever she/he conducts a scheduled, weekly, pull-out class for students whose regular teacher(s) expect those children will leave the classroom to attend.

   b. A substitute will not be hired to come into classrooms to do whole-group instruction that depends upon the skill of the SAGE teacher and prior consultation and follow-up with the regular classroom teacher(s). Whole- group instruction (in the classroom) will not be scheduled when the SAGE teacher can anticipate being away from the building. When whole-group lessons are missed, they will be re-scheduled at the mutual consent of the classroom and SAGE teachers.

7. **Guide for Substituting:** A guide for substituting in the Issaquah schools shall be available from the Assistant Superintendent of Human Resources. Substitute staff members will follow procedures presented in this guide.

8. **In-service Opportunities for Substitutes:** Substitute staff members will be permitted to participate in District in-service opportunities on an unpaid, space-available basis. When space is limited, the needs of regular staff members will be met first.

9. **Agreement Provisions Applicable to Substitutes:** Only the following provisions of this agreement are applicable to the substitutes described above: Article 2, Section 1, Staff member Rights; Article 11, Section 2, Right to Join and Support Association; Article 2, Section 2, Right of Due Process; 1.3 Article 2, Section 3, Academic Freedom; Article 3, Conditions of Work Day and Duties; Article 13, Section 5, Student Teachers and Staff; Article 4, Section 7, Class Size and Case Load; Article 2, Section 4, School Visitors; Article 10, Grievance; Article 13, Section 4, Substitute Teachers; and Article 2, Section 6, Student Discipline.

10. **Substitutes Hired for Open Positions:** Substitutes who begin the year as substitute staff members filling in for open positions, who are subsequently hired for that same position, will be guaranteed all contractual benefits as if they were employed at the beginning of the contractual year, based on FTE. These benefits include, but not limited to: Per Diem salary as per this agreement, TRI money, District in-service day participation with pay, , health and welfare benefits, and eligibility to contribute to a TSA.

11. **Substitute for the Remainder of the Year:** When an open position has been advertised and not filled by a qualified staff member, it will be filled by a substitute. If it is filled by a substitute for the year, the substitute shall receive all contractual benefits that a regular staff member receives based on FTE. These benefits include, but not limited to: Per Diem salary as per this agreement, TRI money, District in-service day participation with pay, health and welfare benefits, and eligibility to contribute to a TSA

12. **Leave for Substitutes:** When a position is filled by a substitute for ninety (90) days, the substitute will be eligible for an allocation of Illness, Injury, and Emergency leave in accordance with state law. In addition, the substitute is eligible for one (1) personal day. These days are calculated on an FTE basis for use during the period of substituting in the position and do not accumulate.

Section 5: Student Teachers

1. **Responsibilities and Definition:** The District and the Association recognize that teacher training and placement of student teachers is a responsibility shared among the District, institutions of higher learning, and the professional Association.

2. **The Responsibilities of the Cooperating Teacher:** To secure the best possible training for future teachers, it is important to carefully select the cooperating teachers. The cooperating teacher shall:

   a. Indicate a willingness to accept a student teacher by completing a written application form.

   b. Have taught at least one (1) year in the Issaquah School District at that grade level or subject area before being assigned a student teacher.

   c. Have taught at least three (3) years before being assigned a student teacher.

   d. Not be given responsibilities in addition to those normally assigned so that she/he can give adequate guidance and supervision to the student teacher.

   e. Assist the administration, college representative, or other appropriate staff members with the evaluation of the student teacher.

3. **The Responsibilities of the Building Principal:** Unless the principals' association negotiates otherwise, the building principal shall:

   a. Assume responsibility for recommending cooperating teachers to the Assistant Superintendent of Human Resources.

   b. Inform cooperating teachers of their eligibility upon their request for a student teacher.

   c. Orient student teachers to school procedures.

   d. Assist the cooperating teacher and other appropriate staff members in the instruction and evaluation of the student teachers.

4. **The Responsibilities of the Superintendent's designee:** The Superintendent's designee shall:

   a. Assume the final decision in assignment of student teachers.

   b. Maintain records of teachers indicating a willingness to participate in student teacher programs.

   c. Except in unusual circumstances, assign no more than one student teacher to any one cooperating teacher during any one (1) year.

   d. Assign student teachers to cooperating teachers who are experienced and recommended by their principals for such responsibility.

5. **Changes:** Variations in the regular program may be implemented by mutual written agreement among the District, Issaquah Education Association, and the training institutions.

6. **Payment:** If honoraria are given by the college or university to the cooperating teacher or other staff members, payment shall be made directly to the recipient, provided the college or university does not refuse to do so on proof of legal grounds.

Section 6: Exchange Teaching Program

1. District's Commitment: The Board recognizes that much value can accrue to a local school system by an interchange with staff members of other countries/states. When appropriate, the District will participate in the exchange teaching program; participation will not exceed 1% of the teaching staff in any given school year.

2. Guidelines:

   a. A letter of application normally shall be submitted to the Superintendent prior to January 2 of the year preceding the school year under consideration. Such letter shall include:

      i. The date of school year being considered for exchange;

      ii. The state/countries being considered;

      iii. An indication if these states/countries have exchange programs for staff; and

      iv. The purpose of being involved in exchange.

   b. The applicant shall be a staff member under regular contract with the District and shall have taught in the Issaquah School District for the three (3) years immediately preceding the date of application.

   c. The applicant shall have received a satisfactory District evaluation.

   d. Participation in an exchange teaching program shall be for one (1) year only, but participation may be extended for an additional year on mutual consent of the two (2) school systems and the staff member(s) involved.

   e. The conditions affecting salary payments and position on the salary schedule shall be as follows:

      i. A staff member will be given full credit for experience and increment while participating in the exchange program.

      ii. A staff member in exchange service shall receive his/her regular salary payments from his/her respective school system.

      iii. Upon return to the District, the staff member shall be entitled to the position held before the leave.

      iv. The staff member under this policy will be subject to the same staff reduction and reassignment policies and procedures as apply to other staff members.

   f. Final approval of District participation in the exchange program will be contingent upon:

      i. The assignment of a satisfactory exchange replacement for the District teacher. Credentials and a letter of recommendation by the exchange teacher's current principal must be available for perusal by the District Human Resources office prior to acceptance of the exchange teacher.

      ii. The exchange teacher's willingness to work under the conditions established within the building to which she/he is assigned and to follow the established curriculum as developed; i.e., if the school is open concept or if it regroups for instruction, the exchange teacher cannot elect to operate in a different (self-contained) manner.

Article 14 Agreement and Signatures

Section 1 Signatories:

The parties have executed this Agreement, which took effect September 1, 2022. In witness whereof, the parties have here unto set their hands and seal this

ISSAQUAH EDUCATION ASSOCIATION:

Derona Uzzle, IEA President	Date
Kristie Bennett, IEA Vice-President	Date

ISSAQUAH SCHOOL DISTRICT #411:

Anne Moore, Board President	Date
Heather Tow-Yick, Superintendent	Date
Martin Turney, Chief Financial Officer	Date

MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH EDUCATION ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
PAYMENT OF NURSES / 504 - LIFE THREATENING EMERGENCY HEALTH CARE PLAN(S) (EHCP)

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District and the Issaquah Education Association regarding the registered nurses role regarding Life Threatening Emergency Health Care Plans (EHCPs).

WHEREAS RCW 28A.210 requires that students with life-threatening conditions must have physician orders and a written health care plan, or a written EHCP in the District, before attending school; and

WHEREAS RCW 28A.210.320 defines "life threatening condition" as a "health condition that puts a student in danger of death during the school day if a medication or treatment order and a nursing care plan are not in place," by definition, a student with a "life threatening health condition" has a physical or mental impairment that substantially limits a major life activity, and qualifies as a disabled student under Section 504 for purposes of Free Appropriate Public Education (FAPE); and

WHEREAS ESA nurses regularly monitor the health status of students on their assigned caseloads, evaluate systems and plans, and modify plans as necessary; and

WHEREAS, in addition to the above, prior to, while drafting, and in preparation to administering an EHCP, the ESA nurse:

(1) routinely contacts family to review health history, assess acuity of health condition, and to learn family concernsand or preferences regarding the student's health and best methods to assist at school

(2) meets with the student to assess self-management and the student's health goals

(3) initiates the medical authorization process for administration of emergency medication and/or treatment at school, assesses student health and functioning to determine if medication and order is appropriate for the student;

(4) reviews emergency medication orders to determine issues that are in the best interest for the student whenreceiving medication at school

(5) ensures that information on the medical authorization, the medication label, and the medication administrationrecord at school are identical

(6) creates a system of storage for emergency medication so that there is immediate access to medication in case ofemergency

(7) develops and completes a EHCP that describes explicit step-by-step actions to take, signs of problems that might occur with the procedure, and what actions to take if to the extent that foreseeable problems occur; and

(8) delegates, as appropriate, the administration of emergency medication to unlicensed, trained school staff for the identified student; and

WHEREAS the nurse is not responsible for student 504 plans related solely to students' academic accommodations that do notinvolve EHCPs; THEREFORE, the Parties agree that ESA nurses will be paid $40.00 per student annually for students who have EHCPs as defined by RCW 28A.310.220, are exclusively 504s and not IEP students, and are

marked as a critical alert in Skyward. ESA nurses shall submit a request for compensation no later than June 30 for payment in the July pay warrant for all other EHCPs completed.

This MOU will sunset June 30, 2023. The parties shall meet no later than September 2023 to bargain this matter again with data and insights collected through SY 2021-22 and SY 2022-23. The parties shall discuss the data to be gathered and reviewed for negotiations. Said data shall be provided prior to August 15, 2023.

Agreed to this 30th day of September 2022

FOR THE DISTRICT:

_____
Donna Hood
Assistant Superintendent of Human Resources

FOR THE ASSOCIATION

_____
Derona Uzzle
IEA President

MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH EDUCATION ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
regarding ECHO GLEN SUMMER SCHOOL

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District and the Issaquah Education Association regarding Echo Glen summer school.

The parties will meet to review and discuss the following District plans and decisions relative to Echo Glen Summer School:

1. Process for determining class offerings and the classes that are expected to be offered in the upcoming Summer School term;
2. Preparation and/or staff orientation prior to the beginning of instruction;
3. Summer School schedule including the length of class periods, planning time, and passing time;
4. Maximum class size;
5. Process for informing candidates of the Summer School schedule;
6. Staffing levels for certificated staff and paraprofessionals;
7. Student discipline standards and procedures, and safety protocols; and
8. Other topics deemed relevant by either the District or the Association.

Such meeting will occur at least six (6) weeks prior to the hiring of Echo Glen Summer School positions or May 1st, whichever is sooner.

Selected summer school candidates shall be provided a supplemental contract for the Summer School assignment at least five (5) working days prior to the first Summer School work day and stating, at a minimum, hours of work, number of classes assigned, rate of pay, and term of contract.

MOU to sunset at the end of the contract term unless the parties mutually agree to an earlier sunset date.

Agreed to this 20 day of Aug 2018.

FOR THE DISTRICT:

Lisa Hechtman
Assistant Superintendent of Human Resources

FOR THE ASSOCIATION:

Derona Burkholder
Co-Lead Bargainer IEA

MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH EDUCATION ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
regarding
CONTRACTING FOR SERVICES COVERED BY IEA POSITIONS

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District and the Issaquah Education Association regarding contracting for student services covered by IEA positions.

State-wide there is currently a shortage of qualified and or acceptable applicants for particular positions under the supervision of the Special Services and the Student Intervention Departments. The ISD and IEA (Parties) recognize the importance of providing the highest quality of professional service to all students. The parties agree the District has undertaken active recruitment and posting of these positions, and can sufficiently demonstrate the time of the vacancy, and challenges in the recruitment and subsequent hiring for these positions.

In the event ISD is unable to hire a qualified services provider to fill a position or specialized services that cannot be provided by the existing staff, the District agrees it shall undertake the following steps prior to seeking contracted services to fill these positions.

1. Undertake routine and compliant screening and interviewing process
    a. Qualified applicants identified with paper screen.
    b. Qualified applicants interviewed.
2. Catalogue what transpired at key steps while attempting to fill the position by:
    a. Posting - how long, where advertised, when was open position submitted.
    b. Interviewing - qualified candidate(s) interviewed.
    c. Offers of Employment - no minimally qualified candidate applied, routine interview process conducted consistent with the express terms of the CBA does not result in a recommendation of a candidate acceptable to the interview team, candidate(s) declining offers of employment.
3. Reasonable and good faith consideration of alternatives to fill an open position
    a. Certificated Substitute, or in the case of a nurse, a licensed registered nurse.
    b. Emergency cert, out of endorsement.
    c. Emergency sub cert, temporary filling.
    d. Emergency sub cert, Paraprofessional to Cert program.
    e. Overage, collapsing classes, adjusting caseload, reassignment.
    f. Assigning non-classroom duties such as IEP writing to qualified staff, so as many staff as possible are assigned to work with students.
    g. Hiring retired staff to take on some FTE and/or only to write IEP's.
    h. Hiring contracted services to solely write IEP's to account for filling a position with a certificated substitute.
4. Notification: ISD shall notify IEA of intent to hire contracted services as soon as the District determines such need.
5. Replacement of Contracted Services

a. ISD will actively seek qualified applicants to fill any open position filled by a contracted service,

b. ISD will replace the individual contracted for services as soon as possible, which is when the routine hiring process ends with an offer of employment to an applicant that is qualified and acceptable to the interview team.

This Memorandum of Understanding shall be in effect for the duration of the successor collective bargaining agreement.

Agreed to this 15th day of August, 2018.

FOR THE DISTRICT:

_____

Lisa Hechtman
Assistant Superintendent of Human Resources

FOR THE ASSOCIATION:

_____

Derona Burkholder
Co-Lead Bargainer IEA

ADDENDUM A

ISSAQUAH SCHOOL DISTRICT 411 — 2022-2023 District Calendar

M	T	W	Th	F
SEPTEMBER				
29	**30**	31	1	**2**
5	**6**	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	Th	F
OCTOBER				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

M	T	W	Th	F
NOVEMBER				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

M	T	W	Th	F
DECEMBER				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	Th	F
JANUARY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

2022-23 School Calendar
Baord of Directors approval
8/26/2021

Aug 30:	**First day of school for students**
Sept 2 :	**First day of school for Kindergarten students**
Sept 5:	**Labor Day** *No school for students or staff*
Sept 8:	**First day for ECE/ Bridge to K / Transitional K**
Oct 24:	**Teacher Work Day** *No school for students*
Nov 11:	**Veterans Day Observance** *No school for students or staff*
Nov 24-25:	**Thanksgiving Holiday** *No school for students or staff*
Nov 30-Dec 1:	**Elementary Conferences**
Dec 19-Jan 2:	**First Winter Break** *No school for students or staff*
Jan 16 :	**Martin Luther King Jr. Day** *No school for students or staff*
Jan 27:	**Teacher Work Day** *No school for students*
Feb 20:	**Presidents Day**
Feb 21-24:	**Second Winter Break** *No school for students or staff*
March 17:	****No School (1st Weather Make-up Day)** *No school for students or staff OR first WEATHER MAKE-UP Day*
Apr 10-14:	**Spring Break** *No school for students or staff*
May 29 :	**Memorial Day** *No school for students or staff*
June 19:	**Juneteenth** *No school for students or staff*
June 20:	**Last day of school**

INCLEMENT WEATHER MAKE-UP DAYS

*** If school is closed during the school year due to inclement weather, March 17th will be the first make up day. Additional school days will be added to the calendar in June as needed.*

M	T	W	Th	F
FEBRUARY				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

M	T	W	Th	F
MARCH				
		1	2	3
6	7	8	9	10
13	14	15	16	**17
20	21	22	23	24
27	28	29	30	31

M	T	W	Th	F
APRIL				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

M	T	W	Th	F
MAY				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	Th	F
JUNE				
			1	2
5	6	7	8	9
12	13	14	15	16
19	**20**	21	22	23
26	27	28	29	30

8/5/2022

ADDENDUM B

Salary Schedule for 2022-2023

EXP	Step		BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/DOC
0	1	Base	$ 62,822	$ 63,765	$ 64,720	$ 65,691	$ 72,260	$ 76,235	$ 80,427
0	1	Per-Diem Days	$ 2,443	$ 2,480	$ 2,517	$ 2,555	$ 2,810	$ 2,965	$ 3,128
0	1	Hourly Rate	$ 49.86	$ 50.61	$ 51.37	$ 52.14	$ 57.35	$ 60.50	$ 63.83
0	1	TRI	$ 2,513	$ 2,551	$ 2,589	$ 2,628	$ 2,890	$ 3,049	$ 3,217
0	1	Tech Org & Comm Time	$ 1,595	$ 1,619	$ 1,644	$ 1,668	$ 1,835	$ 1,936	$ 2,043
0	1	1:1 Implementation Time	$ 349	$ 354	$ 360	$ 365	$ 401	$ 424	$ 447
0	1	Total	$ 69,723	$ 70,768	$ 71,829	$ 72,906	$ 80,198	$ 84,608	$ 89,262
1	2	Base	$ 63,765	$ 64,720	$ 65,691	$ 66,677	$ 73,344	$ 77,379	$ 81,634
1	2	Per-Diem Days	$ 2,480	$ 2,517	$ 2,555	$ 2,593	$ 2,852	$ 3,009	$ 3,175
1	2	Hourly Rate	$ 50.61	$ 51.37	$ 52.14	$ 52.92	$ 58.21	$ 61.41	$ 64.79
1	2	TRI	$ 2,551	$ 2,589	$ 2,628	$ 2,667	$ 2,934	$ 3,095	$ 3,265
1	2	Tech Org & Comm Time	$ 1,619	$ 1,644	$ 1,668	$ 1,693	$ 1,863	$ 1,965	$ 2,073
1	2	1:1 Implementation Time	$ 354	$ 360	$ 365	$ 370	$ 407	$ 430	$ 454
1	2	Total	$ 70,769	$ 71,829	$ 72,907	$ 74,000	$ 81,400	$ 85,878	$ 90,601
2	3	Base	$ 64,720	$ 65,691	$ 66,677	$ 67,677	$ 74,444	$ 78,539	$ 82,858
2	3	Per-Diem Days	$ 2,517	$ 2,555	$ 2,593	$ 2,632	$ 2,895	$ 3,054	$ 3,222
2	3	Hourly Rate	$ 51.37	$ 52.14	$ 52.92	$ 53.71	$ 59.08	$ 62.33	$ 65.76
2	3	TRI	$ 2,589	$ 2,628	$ 2,667	$ 2,707	$ 2,978	$ 3,142	$ 3,314
2	3	Tech Org & Comm Time	$ 1,644	$ 1,668	$ 1,693	$ 1,719	$ 1,891	$ 1,995	$ 2,104
2	3	1:1 Implementation Time	$ 360	$ 365	$ 370	$ 376	$ 414	$ 436	$ 460
2	3	Total	$ 71,829	$ 72,907	$ 74,000	$ 75,111	$ 82,621	$ 87,166	$ 91,960
3	4	Base	$ 65,692	$ 66,676	$ 67,678	$ 68,692	$ 75,561	$ 79,718	$ 84,102
3	4	Per-Diem Days	$ 2,555	$ 2,593	$ 2,632	$ 2,671	$ 2,938	$ 3,100	$ 3,271
3	4	Hourly Rate	$ 52.14	$ 52.92	$ 53.71	$ 54.52	$ 59.97	$ 63.27	$ 66.75
3	4	TRI	$ 2,628	$ 2,667	$ 2,707	$ 2,748	$ 3,022	$ 3,189	$ 3,364
3	4	Tech Org & Comm Time	$ 1,668	$ 1,693	$ 1,719	$ 1,745	$ 1,919	$ 2,025	$ 2,136
3	4	1:1 Implementation Time	$ 365	$ 370	$ 376	$ 382	$ 420	$ 443	$ 467
3	4	Total	$ 72,908	$ 74,000	$ 75,111	$ 76,237	$ 83,861	$ 88,474	$ 93,340
4	5	Base	$ 66,841	$ 67,843	$ 68,861	$ 69,894	$ 76,883	$ 81,113	$ 85,573
4	5	Per-Diem Days	$ 2,599	$ 2,638	$ 2,678	$ 2,718	$ 2,990	$ 3,154	$ 3,328
4	5	Hourly Rate	$ 53.05	$ 53.84	$ 54.65	$ 55.47	$ 61.02	$ 64.38	$ 67.92
4	5	TRI	$ 2,674	$ 2,714	$ 2,754	$ 2,796	$ 3,075	$ 3,245	$ 3,423
4	5	Tech Org & Comm Time	$ 1,698	$ 1,723	$ 1,749	$ 1,775	$ 1,953	$ 2,060	$ 2,173
4	5	1:1 Implementation Time	$ 371	$ 377	$ 383	$ 388	$ 427	$ 451	$ 475
4	5	Total	$ 74,183	$ 75,295	$ 76,425	$ 77,571	$ 85,328	$ 90,022	$ 94,973
5	6	Base	$ 68,011	$ 69,031	$ 70,067	$ 71,117	$ 78,229	$ 82,532	$ 87,071
5	6	Per-Diem Days	$ 2,645	$ 2,685	$ 2,725	$ 2,766	$ 3,042	$ 3,210	$ 3,386
5	6	Hourly Rate	$ 53.98	$ 54.79	$ 55.61	$ 56.44	$ 62.09	$ 65.50	$ 69.10
5	6	TRI	$ 2,720	$ 2,761	$ 2,803	$ 2,845	$ 3,129	$ 3,301	$ 3,483
5	6	Tech Org & Comm Time	$ 1,727	$ 1,753	$ 1,779	$ 1,806	$ 1,987	$ 2,096	$ 2,211
5	6	1:1 Implementation Time	$ 378	$ 384	$ 389	$ 395	$ 435	$ 459	$ 484
5	6	Total	$ 75,482	$ 76,614	$ 77,763	$ 78,929	$ 86,822	$ 91,597	$ 96,636
6	7	Base	$ 69,201	$ 70,239	$ 71,292	$ 72,362	$ 79,598	$ 83,976	$ 88,594
6	7	Per-Diem Days	$ 2,691	$ 2,732	$ 2,772	$ 2,814	$ 3,095	$ 3,266	$ 3,445
6	7	Hourly Rate	$ 54.92	$ 55.75	$ 56.58	$ 57.43	$ 63.17	$ 66.65	$ 70.31
6	7	TRI	$ 2,768	$ 2,810	$ 2,852	$ 2,894	$ 3,184	$ 3,359	$ 3,544
6	7	Tech Org & Comm Time	$ 1,757	$ 1,784	$ 1,811	$ 1,838	$ 2,022	$ 2,133	$ 2,250
6	7	1:1 Implementation Time	$ 384	$ 390	$ 396	$ 402	$ 442	$ 467	$ 492
6	7	Total	$ 76,802	$ 77,955	$ 79,123	$ 80,310	$ 88,341	$ 93,200	$ 98,326
7	8	Base	$ 70,758	$ 71,820	$ 72,896	$ 73,990	$ 81,389	$ 85,866	$ 90,589
7	8	Per-Diem Days	$ 2,752	$ 2,793	$ 2,835	$ 2,877	$ 3,165	$ 3,339	$ 3,523
7	8	Hourly Rate	$ 56.16	$ 57.00	$ 57.85	$ 58.72	$ 64.59	$ 68.15	$ 71.90
7	8	TRI	$ 2,830	$ 2,873	$ 2,916	$ 2,960	$ 3,256	$ 3,435	$ 3,624
7	8	Tech Org & Comm Time	$ 1,797	$ 1,824	$ 1,851	$ 1,879	$ 2,067	$ 2,181	$ 2,301
7	8	1:1 Implementation Time	$ 393	$ 399	$ 405	$ 411	$ 452	$ 477	$ 503
7	8	Total	$ 78,530	$ 79,709	$ 80,903	$ 82,117	$ 90,329	$ 95,297	$ 100,539
8	9	Base	$ 72,350	$ 73,436	$ 74,537	$ 75,655	$ 83,221	$ 87,798	$ 92,626
8	9	Per-Diem Days	$ 2,814	$ 2,856	$ 2,899	$ 2,942	$ 3,236	$ 3,414	$ 3,602
8	9	Hourly Rate	$ 57.42	$ 58.28	$ 59.16	$ 60.04	$ 66.05	$ 69.68	$ 73.51
8	9	TRI	$ 2,894	$ 2,937	$ 2,981	$ 3,026	$ 3,329	$ 3,512	$ 3,705
8	9	Tech Org & Comm Time	$ 1,837	$ 1,865	$ 1,893	$ 1,921	$ 2,114	$ 2,230	$ 2,352
8	9	1:1 Implementation Time	$ 402	$ 408	$ 414	$ 420	$ 462	$ 488	$ 515
8	9	Total	$ 80,297	$ 81,502	$ 82,724	$ 83,965	$ 92,362	$ 97,441	$ 102,800

9	10	Base			$ 76,213	$ 77,356	$ 85,092	$ 89,773	$ 94,711
9	10	Per-Diem Days			$ 2,964	$ 3,008	$ 3,309	$ 3,491	$ 3,683
9	10	Hourly Rate			$ 60.49	$ 61.39	$ 67.53	$ 71.25	$ 75.17
9	10	TRI			$ 3,049	$ 3,094	$ 3,404	$ 3,591	$ 3,788
9	10	Tech Org & Comm Time			$ 1,936	$ 1,965	$ 2,161	$ 2,280	$ 2,405
9	10	1:1 Implementation Time			$ 423	$ 430	$ 473	$ 499	$ 526
9	10	Total			$ 84,585	$ 85,853	$ 94,438	$ 99,634	$ 105,114
10	11	Base				$ 79,485	$ 87,433	$ 92,242	$ 97,315
10	11	Per-Diem Days				$ 3,091	$ 3,400	$ 3,587	$ 3,784
10	11	Hourly Rate				$ 63.08	$ 69.39	$ 73.21	$ 77.23
10	11	TRI				$ 3,179	$ 3,497	$ 3,690	$ 3,893
10	11	Tech Org & Comm Time				$ 2,019	$ 2,221	$ 2,343	$ 2,471
10	11	1:1 Implementation Time				$ 442	$ 486	$ 512	$ 541
10	11	Total				$ 88,216	$ 97,037	$ 102,374	$ 108,004
11	12	Base				$ 81,671	$ 89,838	$ 94,779	$ 99,992
11	12	Per-Diem Days				$ 3,176	$ 3,494	$ 3,686	$ 3,889
11	12	Hourly Rate				$ 64.82	$ 71.30	$ 75.22	$ 79.36
11	12	TRI				$ 3,267	$ 3,594	$ 3,791	$ 4,000
11	12	Tech Org & Comm Time				$ 2,074	$ 2,282	$ 2,407	$ 2,539
11	12	1:1 Implementation Time				$ 454	$ 499	$ 527	$ 556
11	12	Total				$ 90,641	$ 99,706	$ 105,190	$ 110,975
12	13	Base					$ 92,308	$ 97,385	$ 102,741
12	13	Per-Diem Days					$ 3,590	$ 3,787	$ 3,996
12	13	Hourly Rate					$ 73.26	$ 77.29	$ 81.54
12	13	TRI					$ 3,692	$ 3,895	$ 4,110
12	13	Tech Org & Comm Time					$ 2,344	$ 2,473	$ 2,609
12	13	1:1 Implementation Time					$ 513	$ 541	$ 571
12	13	Total					$ 102,447	$ 108,082	$ 114,027
13	14	Base					$ 95,538	$ 100,793	$ 106,337
13	14	Per-Diem Days					$ 3,715	$ 3,920	$ 4,135
13	14	Hourly Rate					$ 75.82	$ 79.99	$ 84.39
13	14	TRI					$ 3,822	$ 4,032	$ 4,253
13	14	Tech Org & Comm Time					$ 2,426	$ 2,560	$ 2,701
13	14	1:1 Implementation Time					$ 531	$ 560	$ 591
13	14	Total					$ 106,032	$ 111,864	$ 118,017
14	15	Base					$ 98,882	$ 104,321	$ 110,059
14	15	Per-Diem Days					$ 3,845	$ 4,057	$ 4,280
14	15	Hourly Rate					$ 78.48	$ 82.79	$ 87.35
14	15	TRI					$ 3,955	$ 4,173	$ 4,402
14	15	Tech Org & Comm Time					$ 2,511	$ 2,649	$ 2,795
14	15	1:1 Implementation Time					$ 549	$ 580	$ 611
14	15	Total					$ 109,744	$ 115,780	$ 122,148
15	16	Base					$ 102,343	$ 107,972	$ 113,910
15	16	Per-Diem Days					$ 3,980	$ 4,199	$ 4,430
15	16	Hourly Rate					$ 81.22	$ 85.69	$ 90.40
15	16	TRI					$ 4,094	$ 4,319	$ 4,556
15	16	Tech Org & Comm Time					$ 2,599	$ 2,742	$ 2,893
15	16	1:1 Implementation Time					$ 569	$ 600	$ 633
15	16	Total					$ 113,585	$ 119,832	$ 126,422
15	16	Commitment					$ 3,500	$ 3,500	$ 3,500
15	16	Grand Total					$ 117,085	$ 123,332	$ 129,922

*The salary schedules for 2023-2024 and 2024-2025 will be published subsequently after the state-funded IPD adjustments have been calculated.

ADDENDUM C

Chapter 180-87 WAC
PROFESSIONAL CERTIFICATION -- ACTS OF UNPROFESSIONAL CONDUCT

WAC SECTIONS

180-87-003 Authority.
180-87-005 Purpose.
180-87-010 Public policy goals of chapter.
180-87-015 Accountability for acts of unprofessional conduct.
180-87-020 Applicability of chapter to private conduct.
180-87-025 Exclusivity of chapter.
180-87-030 Prospective application of chapter and amendments.
180-87-035 Education practitioner -- Definition.
180-87-040 Student - Definition.
180-87-045 Colleague - - Definition.

ACTS OF UNPROFESSIONAL CONDUCT

180-87-050 Misrepresentation or falsification in the course of professional practice.
180-87-055 Alcohol or controlled substance abuse.
180-87-060 Disregard or abandonment of generally recognized professional standards.
180-87-065 Abandonment of contract for professional services.
180-87-070 Unauthorized professional practice.
180-87-080 Sexual misconduct with students.
180-87-085 Furnishing alcohol or controlled substance to students.
180-87-090 Improper remunerative conduct.
180-87-093 Failure to assure the transfer of student record information or student records.
180-87-095 Failure to file a complaint.

DISPOSITIONS OF SECTIONS FORMERLY CODIFIED IN THIS CHAPTER

180-87-1 Sunset provision. [Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-001, filed 1/2/90, effective 2/2/90.) Repealed by 93-20-068, filed 10/1/93, effective 11/1/93. Statutory Authority: RCW 28A.410.010.

WAC 180-87-003 Authority. The authority for this chapter is RCW 28A.70. 005 which authorizes the state board of education to establish, publish, and enforce rules and regulations determining eligibility for and certification of personnel employed in the common schools of this state. This authority is supplemented by RCW 28A.70 .160 which authorizes the revocation of certificates for unprofessional conduct. (Note: RCW 28A.02 .201 (3)(a) requires most private school classroom teachers to hold appropriate Washington state certification with few exceptions.)
[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-003, filed 1/2/90, effective 2/2/90.)

WAC 180-87-005 Purpose. The sole purpose of this chapter is to set forth policies and procedures related to reprimand, suspension, and revocation actions respecting certification of education practitioners in the state of Washington for acts of unprofessional conduct. It is recognized that grounds for the discharge, nonrenewal of contracts, or other adverse change in contract status affecting the employment contracts of education practitioners are broader than stated herein. The grounds set forth as unprofessional conduct in this chapter shall not limit

discharge, nonrenewal of contracts, or other employment action by employers of education practitioners.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-005, filed 1/2/90, effective 2/2/90.]

WAC 180-87-010 Public policy goals of chapter. The public policy goals of this chapter are as follows:

(1) To protect the health, safety, and general welfare of students within the state of Washington.

(2) To assure the citizens of the state of Washington that education practitioners are accountable for acts of unprofessional conduct.

(3) To define and provide notice to education practitioners within the state of Washington of the acts of unprofessional conduct for which they are accountable pursuant to the provisions of chapter 180-86 WAC.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-010, filed 1/2/90, effective 2/2/90.]

WAC 180-87-015 Accountability for acts of unprofessional conduct. Any educational practitioner who commits an act of unprofessional conduct proscribed within this chapter may be held accountable for such conduct pursuant to the provisions of chapter 180-86 WAC.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-015, filed 1/2/90, effective 2/2/90.]

WAC 180-87-020 Applicability of chapter to private conduct. As a general rule, the provisions of this chapter shall not be applicable to the private conduct of an education practitioner except where the education practitioner's role as a private person is not clearly distinguishable from the role as an education practitioner and the fulfillment of professional obligations.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-020, filed 1/2/90, effective 2/2/90.]

WAC 180-87-025 Exclusivity of chapter. No act, for the purpose of this chapter, shall be defined as an act of unprofessional conduct unless it is included in this chapter.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-025, filed 1/2/90, effective 2/2/90.]

WAC 180-87-030 Prospective application of chapter and amendments. The provisions of this chapter shall take effect ninety calendar days after adoption and shall apply prospectively to acts of unprofessional conduct committed after such effective date. Unless provided to the contrary, any revision shall take effect six months after adoption and shall apply prospectively from such effective date.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-030, filed 1/2/90, effective 2/2/90.)

WAC 180-87-035 Education practitioner -- Definition. As used in this chapter, the term "education practitioner" means any certificate holder licensed under rules of the state board of education to serve as a certificated employee.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-035, filed 1/2/90, effective 2/2/90.)

WAC 180-87-040 Student - Definition. As used in this chapter, the term "student" means the following:

(1) Any student who is under the supervision, direction, or control of the education practitioner.

(2) Any student enrolled in any school or school district served by the education practitioner.

(3) Any student enrolled in any school or school district while attending a school related activity at which the education practitioner is performing professional duties.

(4) Any former student who is under eighteen years of age and who has been under the supervision, direction, or control of the education practitioner. Former student, for the purpose of this section, includes but is not limited to drop outs, graduates, and students who transfer to other districts or schools.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-040, filed 1/2/90, effective 2/2/90.]

WAC 180-87-045 Colleague -- Definition. As used in this chapter, the term "colleague" means any person with whom the education practitioner has established a professional relationship and includes fellow workers and employees regardless of their status as education practitioners.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-045, filed 1/2/90, effective 2/2/90.)

ACTS OF UNPROFESSIONAL CONDUCT

WAC 180-87-050 Misrepresentation or falsification in the course of professional practice. Any falsification or deliberate misrepresentation, including omission, of a material fact by an education practitioner concerning any of the following is an act of unprofessional conduct:

(1) Statement of professional qualifications.

(2) Application or recommendation for professional employment, promotion, certification, or an endorsement.

(3) Application or recommendation for college or university admission, scholarship, grant, academic award, or similar benefit.

(4) Representation of completion of inservice or continuing education credit hours.

(5) Evaluations or grading of students and/or personnel.

(6) Financial or program compliance reports submitted to state, federal, or other governmental agencies.

(7) Information submitted in the course of an official inquiry by the superintendent of public instruction related to the following:

(a) Good moral character or personal fitness.

(b) Acts of unprofessional conduct.

(8) Information submitted in the course of an investigation by a law enforcement agency or by child protective services regarding school related criminal activity.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-050, filed 1/2/90, effective 2/2/90.)

WAC 180-87-055 Alcohol or controlled substance abuse. Unprofessional conduct includes:

(1) Being under the influence of alcohol or of a controlled substance, as defined in chapter 69.50 RCW, on school premises or at a school-sponsored activity involving students, following:

(a) Notification to the education practitioner by his or her employer of concern regarding alcohol or substance abuse affecting job performance;

(b) A recommendation by the employer that the education practitioner seek counseling or other appropriate and available assistance; and

(c) The education practitioner has had a reasonable opportunity to obtain such assistance.

(2) The possession, use, or consumption on school premises or at a school sponsored activity of a Schedule 1 controlled substance, as defined by the state board of pharmacy, or a Schedule 2 controlled substance, as defined by the state board of pharmacy, without a prescription

authorizing such use.

(3) The consumption of an alcoholic beverage on school premises or at a school sponsored activity involving students if such consumption is contrary to written policy of the school district or school building.

[Statutory Authority : RCW 28A.70 .005. 90-02-075, § 180-87-055, filed 1/2/90, effective 2/2/90 .]

WAC 180-87-060 Disregard or abandonment of generally recognized professional standards. Any performance of professional practice in flagrant disregard or clear abandonment of generally recognized professional standards in the course of any of the following professional practices is an act of unprofessional conduct:

(1) Assessment , treatment, instruction, or supervision of students.
(2) Employment or evaluation of personnel.
(3) Management of moneys or property.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-060, filed 1/2/90, effective 2/2/90.]

WAC 180-87-065 Abandonment of contract for professional services. Any permanent abandonment, constituting a substantial violation without good cause, of one of the following written contracts to perform professional services for a private school or a school or an educational service district is an act of unprofessional conduct:

(1) An employment contract, excluding any extracurricular or other specific activity within such contract or any supplementary contract.
(2) Professional service contract.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-065, filed 1/2/90, effective 2/2/90 .]

WAC 180-87-070 Unauthorized professional practice. Any act performed without good cause that materially contributes to one of the following unauthorized professional practices is an act of unprofessional practice.

(1) The intentional employment of a person to serve as an employee in a position for which certification is required by rules of the state board of education when such person does not possess, at the time of commencement of such responsibility , a valid certificate to hold the position for which such person is employed.

(2) The assignment or delegation in a school setting of any responsibility within the scope of the authorized practice of nursing, physical therapy, or occupational therapy to a person not licensed to practice such profession unless such assignment or delegation is otherwise authorized by law, including the rules of the appropriate licensing board.

(3) The practice of education by a certificate holder during any period in which such certificate has been suspended.

(4) The failure of a certificate holder to abide by the conditions within an agreement, executed pursuant to WAC 180-86-160, to not continue or to accept education employment.

(5) The failure of a certificate holder to comply with any condition, limitation, or other order or decision entered pursuant to chapter 180-86 WAC.

(6) Provided, That for the purpose of this section, good cause includes, but is not limited to,

exigent circumstances where immediate action is necessary to protect the health, safety, or general welfare of a student, colleague, or other affected person.

[Statutory Authority: RCW 28A.410.010. 97-21-075, § 180-87-070, filed 10/17/97, effective 11/17/97. Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-070, filed 1/2/90, effective 2/2/90.]

WAC 180-87-080 Sexual misconduct with students. Unprofessional conduct includes the commission by an education practitioner of any sexually exploitive act with or to a student including, but not limited to, the following:

(1) Any sexual advance, verbal or physical;

(2) Sexual intercourse as defined in RCW 9A.44.010;

(3) Indecent exposure as defined in RCW 9A.88.010;

(4) Sexual contact, i.e., the intentional touching of the sexual or other intimate parts of a student except to the extent necessary and appropriate to attend to the hygienic or health needs of the student;

(5) Provided, That the provisions of this section shall not apply if at the time of the sexual conduct the participants are married to each other.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-080, filed 1/2/90, effective 2/2/90.]

WAC 180-87-085 Furnishing alcohol or controlled substance to students. Unprofessional conduct includes the illegal furnishing of alcohol or a controlled substance, as defined in chapter 69.50 RCW, to any student by an education practitioner.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-085, filed 1/2/90, effective 2/2/90.]

WAC 180-87-090 Improper remunerative conduct. Any deliberate act in the course of professional practice which requires or pressures students to purchase equipment, supplies, or services from the education practitioner in a private remunerative capacity is an act of unprofessional conduct.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-090, filed 1/2/90, effective 2/2/90.]

WAC 180-87-093 Failure to assure the transfer of student record information or student records. The failure of a principal or other certificated chief administrator of a public school building to make a good faith effort to assure compliance with RCW 28A.225.330 by establishing, distributing, and monitoring compliance with written procedures that are reasonably designed to implement the statute shall constitute an act of unprofessional conduct.

[Statutory Authority: RCW 28A.410.010, 28A.225.330(3) and 1995 c 311. 96-08-012, § 180-87-093, filed 3/25/96, effective 4/25/96.]

WAC 180-87-095 Failure to file a complaint. The intentional or knowing failure of an educational service district superintendent, a district superintendent, or a chief administrator of a private school to file a complaint pursuant to WAC 180-86-110 regarding the lack of good moral character or personal fitness of an education practitioner or the commission of an act of unprofessional conduct by an education practitioner is an act of unprofessional conduct.

[Statutory Authority: RCW 28A.70.005. 90-02-075, § 180-87-095, filed 1/2/90, effective 2/2/90.]

ADDENDUM D

Danielson's Framework for Teaching (2011) Rubrics by Washington State Criteria

For Use in the 2013-14 School Year – Version 1.1

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

***2b:** Establishing a Culture for Learning*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued. Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.	The classroom culture is characterized by little commitment to learning by teacher or students. The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students. The teacher conveys that with hard work students can be successful. Students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning and hard work.	The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning by all students and insists on hard work. Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.

***3a:** Communicating with Students*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing. The teacher's explanation of the content contains major errors. The teacher's spoken or written language contains errors of grammar or syntax. The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.	The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarifed after initial student confusion. The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are diffcult to follow. The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement. Teacher's spoken language is correct; how- ever, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.	The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly. Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement. Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.	The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding. The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests. Students contribute to extending the content and help explain concepts to their classmates. The teacher's spoken and written language is expressive, and the teacher fnds opportunities to extend students' vocabularies.

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

3c: Engaging Students in Learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses. The pace of the lesson is too slow or too rushed. Few students are intellectually engaged or interested.	The learning tasks and activities are partially aligned with the instructional out- comes but require only minimal thinking by students, allowing most to be passive or merely compliant. The pacing of the lesson may not provide students the time needed to be intellectually engaged.	The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding. The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.

Criterion 2: Demonstrating effective teaching practices.

3b: *Using Questioning and Discussion Techniques*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession. Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers. A few students dominate the discussion.	Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved. Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.	Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding. Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate. Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.	Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition. Students formulate many questions, initiate topics, and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.

4a: *Reflecting on Teaching*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson. Teacher has no suggestions for how a lesson could be improved.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met. Teacher makes general suggestions about how a lesson could be improved.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment. Teacher makes a few specifc suggestions of what could be tried another time the lesson is taught.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional out- comes, citing many specifc examples from the lesson and weighing the relative strengths of each. Drawing on an extensive repertoire of skills, teacher offers specifc alternative actions, complete with the probable success of different courses of action.

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

1b: *Demonstrating Knowledge of Students*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language profciency, interests, and special needs and does not seek such understanding.	Teacher indicates the importance of under-standing how students learn and the students' backgrounds, cultures, skills, language profciency, interests, and special needs, and attains this knowledge about the class as a whole.	Teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language profciency, interests, and special needs and attains this knowledge about groups of students.	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language profciency, interests, and special needs from a variety of sources. This information is acquired for individual students.

3e: *Demonstrating Flexibility and Responsiveness*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest. Teacher ignores student questions; when students experience diffculty, the teacher blames the students or their home environment.	Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success. Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.	Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests. Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have diffculty learning.	Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings. Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.

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

Student Growth 3.1: *Establish Student Growth Goal(s)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth 3.2: *Achievement of Student Growth Goal(s)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

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

1a: Demonstrating Knowledge of Content and Pedagogy

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
In planning and practice, teacher makes content errors or does not correct errors made by students. Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content. Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.	Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another. Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete. Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.	Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another. Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines. Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.

1c: Setting Instructional Outcomes

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline. Outcomes are stated as activities rather than as student learning. Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration. Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.	Most outcomes represent rigorous and important learning in the discipline. All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination. Outcomes take into account the varying needs of groups of students.	All outcomes represent rigorous and important learning in the discipline. The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration. Outcomes take into account the varying needs of individual students.

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

1d: *Demonstrating Knowledge of Resources*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	Teacher displays awareness of resources—not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.	Teacher displays extensive knowledge of resources—not only through the school and district but also in the community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.

1e: *Designing Coherent Instruction*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.	Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety. The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reason- able.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The learning activities have reasonable time allocations; they represent signifcant cognitive challenge, with some differentiation for different groups of students. The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.	Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity. Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice. The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.

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

2a: *Creating an Environment of Respect and Rapport*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.	Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Inter- actions among students are generally polite and respectful. Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.	Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.

2c: *Managing Classroom Procedures*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Much instructional time is lost through ineffcient classroom routines and procedures. There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively. There is little evidence that students know or follow established routines.	Some instructional time is lost through only partially effective classroom routines and procedures. The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning. With regular guidance and prompting, students follow established routines.	There is little loss of instructional time because of effective classroom routines and procedures. The teacher's management of instructional groups and the handling of materials and sup- plies are consistently successful. With minimal guidance and prompting, students follow established classroom routines.	Instructional time is maximized because of effcient classroom routines and procedures. Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies. Routines are well understood and may be initiated by students.

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

2d: *Managing Student Behavior*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
There appear to be no established standards of conduct and little or no teacher monitoring of student behavior. Students challenge the standards of conduct. Response to students' misbehavior is repressive or disrespectful of student dignity.	Standards of conduct appear to have been established, but their implementation is inconsistent. Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior. There is inconsistent implementation of the standards of conduct.	Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.	Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and that of other students against standards of conduct. Teachers' monitoring of student behavior is subtle and preventive. Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.

2e: *Organizing Physical Space*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The physical environment is unsafe, or many students don't have access to learning resources. There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.	The classroom is safe, and essential learn- ing is accessible to most students. The teacher's use of physical resources, including computer technology, is moderately effective. Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.	The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities. Teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and learning is accessible to all students, including those with special needs. Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities. Students contribute to the use or adaptation of the physical environment to advance learning.

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

1f: *Designing Student Assessments*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards. Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.	Some of the instructional outcomes are assessed through the proposed approach, but others are not. Assessment criteria and standards have been developed, but they are not clear. Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes. Teacher intends to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used. Teacher intends to use assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies have been adapted for individual students, as needed. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.

3d: *Using Assessment in Instruction*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.	Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning. Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work. Questions, prompts, and assessments are rarely used to diagnose evidence of learning.	Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specifc feedback that advances learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Questions, prompts, assessments are used to diagnose evidence of learning.	Assessment is fully integrated into instruction through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both their teacher and their peers, is accurate, specifc, and advances learning. Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.

Criterion 6: : Using multiple student data elements to modify instruction and improve student learning.			
4b: *Maintaining Accurate Records*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray. Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.	Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective. Teacher's records for noninstructional activities are adequate but require frequent monitoring to avoid errors.	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective. Students contribute information and participate in maintaining the records.

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

Student Growth 6.1: *Establish Student Growth Goal(s)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth 6.2: *Achievement of Student Growth Goal(s)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Criterion 7: Communicating and collaborating with parents and the school community.			
4c: *Communicating with Families*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Teacher communication with families— about the instructional program, about individual students— is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.	Teacher communicates frequently with families about the instructional program and conveys information about individual student progress. Teacher makes some attempts to engage families in the instructional program. Information to families is conveyed in a culturally appropriate manner.	Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication. Response to family concerns is handled with professional and cultural sensitivity. Teacher's efforts to engage families in the instructional program are frequent and successful.

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

4d: *Participating in a Professional Community*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher's relationships with colleagues are negative or self-serving. Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved. Teacher avoids becoming involved in school events or school and district projects.	Teacher maintains cordial relationships with colleagues to fulfll duties that the school or district requires. Teacher becomes involved in the school's culture of professional inquiry when invited to do so. Teacher participates in school events and school and district projects when specifcally asked to do so.	Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry. Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.	Teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. Teacher takes a leadership role in promoting a culture of professional inquiry. Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.

4e: *Growing and Developing Professionally*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher engages in no professional development activities to enhance knowledge or skill. Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher participates in professional activities to a limited extent when they are convenient. Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues. Teacher fnds limited ways to contribute to the profession.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. Teacher welcomes feedback from colleagues —either when made by supervisors or when opportunities arise through professional collaboration. Teacher participates actively in assisting other educators.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research. Teacher seeks out feedback on teaching from both supervisors and colleagues. Teacher initiates important activities to contribute to the profession.

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

4f: *Showing Professionalism*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher displays dishonesty in interactions with colleagues, students, and the public. Teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school. Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.	Teacher is honest in interactions with colleagues, students, and the public. Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school. Teacher's decisions and recommendations are based on limited but genuinely professional considerations. Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher displays high standards of honesty, integrity, and confdentiality in interactions with colleagues, students, and the public. Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed. Teacher maintains an open mind in team or departmental decision making. Teacher complies fully with school and district regulations.	Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confdentiality. Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under- served, are honored in the school. Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards. Teacher complies fully with school and district regulations, taking a leadership role with colleagues.

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
Student Growth 8.1: *Establish Team Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

ADDENDUM E

Addendum E: referenced in Article 4

Basic Education Funding Contributes to:	Enrichment Funding Contributes to:
Curriculum Preparation Curriculum Integration Curriculum Instruction Basic Grading & Reporting Elementary Conferences (1 per yr per student FTE) Evaluation	Web Presence Non-student Days 8-Hour workdays on Wednesdays Tech Training Commitment Parent & Community Volunteer Meetings Curriculum Night Attending Activities Outside of the Workday Other Professional Duties
Team and Department Planning Meetings Professional Development Differentiated Materials & Programs Grade Reporting & Assessments Parent Communication	