

COLLECTIVE BARGAINING AGREEMENT 2009 – 2010



**College Place School District
No. 250**

&



**Walla Walla Valley
Educational Association**

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**COLECTIVE BARGAINING AGREEMENT
BETWEEN
COLLEGE PLACE SCHOOL DISTRICT NO. 250
AND
WALLA WALLA VALLEY EDUCATION ASSOCIATION**

THIS AGREEMENT is made and entered into by and between the College Place School District No. 250 Board of Directors hereinafter referred to as the “Board” and Walla Walla Valley Education Association hereinafter referred to as the “Association.”

WITNESSETH:

It is the purpose of this Agreement to achieve and maintain harmonious labor-management relations between the Board and Association in order to effectuate the provisions of RCW 41.59. The parties hereto have reached certain understandings which they desire to confirm in this Agreement; now, therefore, it is agreed as follows:

ARTICLE – ADMINISTRATION

SECTION 1: RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated employees employed by the Board under Contract or on leave excluding: the Chief Administrative Officers of the Board such as the Superintendent of the District, Deputy Superintendent, Administrative Assistant to the Superintendent, Assistant Superintendent, Business Manager, Personnel Officer, Principal, Vice-Principal, Assistant Principals, Special Programs Director and classified employees.

The term “teacher” or “employee” when used hereinafter in the Agreement shall refer to all contracted employees represented by the Association in the bargaining unit as defined above including long-term substitutes and leave replacements. Long-term substitutes and leave replacement employees are defined in Article III, Section 17. Provisional employees are defined in RCW 28A.405.220 and all provisions of this law shall be applicable.

The only rights that substitute teachers, as defined in Article III, Section 17: Leave Replacement Employees and Long-term Substitutes, Part B: Long-term Substitutes, have in relation to this agreement is the payment for services rendered. All other substitutes will be paid at the rate currently approved by the College Place School District Board of Directors.

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

SECTION 2: STATUS OF AGREEMENT

Throughout this Agreement, certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this agreement.

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms (to the extent of conflict only). Existing rules, regulations, policies, resolutions or practices of the District not in conflict with this Agreement may remain in full force at the Board's discretion.

Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from individual salaries and/or employee benefits in effect prior to the effective date of this Agreement.

SECTION 3: CONFORMITY TO LAW

This Agreement shall be governed and construed to the Constitution and laws of the State of Washington. If any provisions of the Agreement or any application of this Agreement to any teacher or groups of teachers covered hereby should be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions of the Agreement shall continue in full force and effect.

If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonable possible.

SECTION 4: DISTRIBUTIUN OF AGREEMENT

Following ratification and signing of this Agreement, the District shall upload a copy of this agreement to the District's website. All certificated employees new to the District shall be provided a copy of the Agreement by the District upon issuance of their individual contract, and such Agreement shall be available for review to all applicants for certificated employee positions. Copies of the Agreement shall be distributed to all District administrative personnel, members of the Board, the WWVEA negotiators and any teacher who requests a copy. The cost of printing and distributing the Agreement shall be borne equally by both the District and the Association. Additional copies requested by the Association shall be paid for at the cost per copy by the Association.

SECTION 5: CONTRACT ADMINISTRATION

The Board and the Association recognize the importance of good communication for the effective administration of this Agreement.

SECTION 6: HIRING PRACTICES

The Board shall, in all instances, employ teachers who are properly credentialed in accordance with applicable state laws, Washington Administrative Code, and by such other requirements as specified by the Office of the State Superintendent of Public Education.

Classified personnel shall not be assigned to perform work in the instructional setting which will replace a currently employed certificated employee in his assignment or employment.

ARTICLE II – BUSINESS

SECTION 1: PAYROLL DEDUCTIONS

The Association and its affiliates have the exclusive right of automatic payroll deduction of membership dues, assessments, and fees for certificated employees who voluntarily join the Association. The Association agrees to reimburse any teacher from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excess amount.

The rules and regulations are as follows:

- A. The Association shall provide the appropriate payroll authorization form to each certificated employee. The certificated employee may choose to sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year. Once a certificated employee has signed the appropriate automatic payroll authorization, dues deductions shall be continuous thereafter.
- B. In the event that any teacher chooses not to sign and deliver the appropriate automatic payroll authorization form to the Association, the District agrees to deduct from the salary of such teacher a representative fee in an amount equal to membership dues and assessment less the deductions for NEA-PAC; provided, however those teachers who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the Business Office in the same fashion as membership deductions as provided for in this Section.

Any teacher claiming bona fide religious objection shall notify the Association and the Business Office of such objection in writing within 30 days of commencement of employment.

Pending determination of a bona fide religious objection, the Business Office agrees to deduct from the salary of the teacher claiming such objection, an amount equivalent to the Association dues and assessments. However, said monies shall not be transmitted until such time as the Business Office is notified that a final determination pursuant to the act has been made.

In the event that it is finally determined that the teacher does not have a bona fide religious objection, the Business Office agrees to remit promptly to the Association all monies being held as deductions from that teacher's salary for Association dues and assessments.

In the event that a teacher has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said teachers shall pay an amount of money equivalent to regular Association dues and assessments to a

designated charitable organization as mutually agreed to by the employee and the Association.

Within thirty (30) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said teacher may sign and deliver to the Business Office a Representation Fees Check-Off Authorization and Assessment form which is attached hereto as Appendix G and incorporated in the Agreement, which shall authorize the deduction of an amount equal to the Association dues and assessments and payment in installments as hereinabove provided, including any deductions made but not previously transmitted to said designated charitable organization. The Business Office agrees to remit to the Association each month, a list of the teachers on behalf of whom charitable deductions have been made.

- C. The Association shall submit the automatic payroll authorization to the district payroll officer for processing. A table of prorated annual dues, assessments and fees shall be supplied to the District Office by the Association to determine monthly dues deductions.
- D. The automatic payroll authorization form shall clearly state that it is understood by the employee signing the authorization that continuation of dues deduction until the end of the dues period on August 31 of each year is a binding condition for automatic payroll deduction. Revocation of membership shall be made in writing to the Association on the form available from the Association between August 15 and September 1 and shall become effective at that time. The Association shall promptly submit notice of such revocation to the district payroll officer.

Other Deductions:

The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for approval insurance plans as noted in Article III, Section 13, tax-sheltered annuities, United Way, or any other plans or programs approved by the Board.

SECTION 2: DISTRICT BUDGET

Implementation language:

- A. The Association has the right to request a sit down with the District concerning F-196 by November 15th to discuss the exact amount of money generated (see Formula following).
- B. The Association will present the District with their declaration of how the funds will be spent by the last working day of April
- C. Using the formula that follows, the Association shall not be responsible should a negative balance occur.
- D. The District and the Association both agree that this is not the only funds available. This does not limit the Associations rights or ability to negotiate for other monetary items.

Formula:

1. Last years expenditures multiplied by 8.25% equals dollar figures.
2. Actual ending fund balance minus above dollar figure equals new dollar amount.
3. New dollar amount multiplied by 16% equals the amount to be applied to the ensuing year's contract.

SECTION 3: ASSOCIATION RIGHTS

- A. The Board shall furnish at a reasonable fee to the WWVEA, upon request, already available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, roster of certificated employees, tentative budgetary requirements and allocations, agendas and minutes of the Board meetings, and enrollment data which may be necessary for the WWVEA to process any grievance or complaint.
- B. Any representation of the WWVEA who is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings shall suffer no loss in pay.
- C. The WWVEA may use school facilities and equipment by arrangement at reasonable times, when equipment is not otherwise in use. The WWVEA shall pay for the reasonable cost and maintenance of all material and supplies incident to such use.
- D. The WWVEA may use District mail service for communication to certificated employees when mail service is in operation.
- E. The WWVEA may use District buildings for meetings to transact official business. Arrangements for such meetings shall be made through the administration. The WWVEA shall pay any reasonable costs incurred for such use when special arrangements are necessary for such a meeting.
- F. The WWVEA shall have the right to post notices and matters of WWVEA concern on a bulletin board in each faculty lounge of each building of the District.
- G. Association Leave
Leave for the work of the Association will be granted as needed by the Association, in carrying out is responsibilities as bargaining representative under RCW 41.59. Leave for this purpose shall be granted to the Association members upon request of the Association President. The District shall secure a substitute when necessary, and the cost fo the substitute shall be borne by the Association.

SECTION 4: CALENDAR

Record and Report Days:

Three ½-days for records and reports will be on the district's calendar.

No deviations from the published calendar of the College Place School District shall be made accept by mutual consent of the District and the Association.

Tentative agreement of the first day of school for the succeeding year shall be reached by May 1st of each school year. This time limit may be extended by mutual consent.

ARTICLE III – PERSONNEL

SECTION 1: SENORITY

Definition

The term “seniority” as used herein shall be defined as WA State certificated school FTE (full-time equivalent) teaching experience.

When calculating the FTE for purposes of determining seniority the current year’s FTE will be included in the total.

It is agreed that the current year FTE will be estimated based on the available data on the date the seniority is calculated.

It shall be the duty of the Superintendent to develop and distribute, by July 1, a seniority list showing each employee’s seniority. Any errors or challenges of the employee’s position on the list must be made in writing and presented to the office of the Superintendent by September 1. If such additional information changes the position of any employee on the list, a revised list shall be distributed by October 1.

In the event that the District anticipates a reduction in force may be put into place, the seniority list will be distributed to staff by March 15. Errors or challenges of an employee’s position on the list must be made in writing and presented to the office of the Superintendent by April 1. A revised list, if necessary, will be published by May 1.

SECTION 2: REDUCTION AND RECALL

A. Definition

The term “reduction” as used herein refers to action by the Board of Directors in reducing the number of certificated employees in the District due to economic conditions resulting from levy failures or a significant loss in actual local/state/federal revenues. No provision of this Agreement shall be construed as an abrogation of the rights of any certificated employee, pursuant to RCW 28A.405.210 or RCW 28A.405.300 no any of the District’s responsibilities under the cited statutes.

Prior to May 15, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year. If it is determined that such financial resources are not reasonably assured for the following school year, the Board shall adopt a modified educational program and identify those certificated staff members who will be retained to implement such a modified program and those certificated staff members, if any, whose contract will not be renewed.

In the event of reduction, the District shall provide written notice of non-renewal to all affected certificated employees and the Association on or before May 15 for reductions to be implemented at the end of the current school year.

Where revenues are categorical and depend on actual expenditures rather than a budgeted amount, every effort will be made to maintain these programs to the limit of their categorical support. (e.g., vocational education, federally supported programs, lunchroom, etc.).

B. Determination of Vacant Positions

The District shall determine as accurately as possible, the total number of certificated staff known, as of May 15, to be leaving the District for the reasons of retirement, family transfer, normal resignation, leaves, discharge, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following school year.

C. Certification

Possession of any valid Washington State Certificate which may be required for the position(s) under consideration shall be a prerequisite for retention.

D. Appeals

Any employee may file a written appeal with the Superintendent to request reconsideration or modification of seniority. The Employee must include in the appeal a full statement as to the facts on which the reconsideration or modification should be based. Documentation such as transcripts or employment validation must be supplied with the letter of appeal.

E. Retention

Certificated employees shall qualify for retention in available positions as they currently meet state and federal requirements. In the event that there are more qualified employees than available positions, those that have the greatest seniority shall be retained. If a seniority tie exists, the following order and method shall determine retention:

1. College Place Public Schools FTE teaching experience;
2. Total certificated experience;
3. Place numbered pieces of paper in a container and each employee within the tie situation will draw a number. The person(s) drawing the lowest number(s) will be retained for the position(s) in contention.

F. Employment Pool

All certificated employees who are not recommended for retention in accordance with these procedures shall be placed in an employment pool for possible re-employment for a period of up to twenty-four (24) months from when they were placed on layoff status. Employment pool personnel shall be given the opportunity to fill any open positions for which they are qualified, as they occur. If more than one such employee is qualified for an open position, the criteria shall be applied as stated in section E. After district hiring procedures have been followed – if a vacancy still exists, and if a qualified employee is still in the pool – they shall be given the position as a voluntary assignment.

There shall be no challenge to the unemployment compensation of any bargaining unit member on layoff status who declines substitute employment, except those individuals who have already been accepting substitute employment.

By March 1 of each year, the District shall send by certified mail to each employee in the pool, a form to be signed by the employee to indicate his intent. If such notification is not received, the name of any certificated employee shall be dropped from the employment pool. It shall be the responsibility of each certificated employee placed in the employment pool to notify the Superintendent in writing, by April 1, if such employee wishes to remain in the employment pool. Employees in the employment pool have the responsibility to maintain a current mailing address with the Payroll Officer.

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual shall be by certified mail with return receipt or be personal delivery. Such individual shall have seven (7) calendar days from receipt of the letter to accept the position. Between August 1st and October 1st: if all avenues to reach an employee within seven (7) days fails – the employee is unable to be reached – the position will be considered “declined.” If an individual fails to accept such position offered, such individual shall be dropped from the employment pool.

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

Teachers who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time teacher with less status on the seniority list, as described in Section 1, shall be recalled to any part-time teaching position unless such position is declined by all teachers (full- and part-time) with greater status on the seniority list.

When a certificated employee is recalled, such person shall be granted the salary schedule status which was held at the time of reduction. In addition, if during the period of reduction, a laid-off certificated employee increased his educational training and/or teaching experience, then upon recall, said certificated employee shall have the additional training and teaching experience entered on the employee’s service record and such additional training and teaching experience shall be used to calculate employee’s position on the salary schedule.

While in the employment pool, a certificated employee may, at said employee’s option, be continued in any fringe benefit program in the District provided said certificated employee reimburses the cost of the program to the District in advance by the first of each month.

Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

G. New Employees

No certificate employee will be hired by the Board from outside the bargaining unit until all employees on layoff status shall have been determined to not be qualified for the position or qualified persons in the pool have rejected the offered position.

SECTION 3: EMPLOYEE RIGHTS

A. Employees shall be entitled to full rights of citizenship.

There shall not be, under the provision of applicable state or federal law any discrimination against any employee on the basis of race, creed, color, national origin, sex, age, marital status, of the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

Employees of the District who are represented by the Association shall have the right to freely organize, join, and support the Association and its activities.

B. Rights to Due Process

No employee shall be reprimanded, disciplined, reduced in rank or compensation without just cause. An employee shall be entitled to have present a representative of the Association during any formal disciplinary action.

C. Safety

The parties shall abide by the applicable safety standards set forth in the Washington Industrial Safety and Health Act.

SECTION 4: ACADEMIC FREEDOM

Academic freedom shall be guaranteed to all employees, and no special limitation shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility, community standards, and District-approved curriculum. These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth, and development of children, and an insistence upon objective scholarship.

Employees who create work on their own time, own the right to that work.

SECTION 5: GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a written statement by the Association that a controversy, dispute, or disagreement of any kind or character exists which arises out of or in any way involves the interpretation or application of the express term or terms of this Agreement.

2. "Days" shall mean working days, except during the summer months when "days" shall mean days of the week, excluding weekends and holidays.
3. "Grievant" shall mean an individual, group of individuals, or the Association.

B. Procedures

Within thirty (30) days following the time when the grievant knows or could reasonably have known of the act or condition which is the basis of the grievance, the grievant may file a written grievance with his principal or immediate supervisor, with a copy to the Superintendent. Grievances filed in the name of the Association may be initiated at Step 2 of this grievance procedure as set forth below. All certificated Association may be initiated at Step 2 of this grievance procedure as set forth below. All certificated employees shall have the right of Association representation at each step of the grievance procedure.

Step 1:

The school principal or immediate supervisor shall meet within five (5) days following receipt of the grievance and attempt a mutually satisfactory resolution of the grievance. If no satisfactory agreement is reached, the grievant may, within three (3) days of the meeting, appeal to Step 2.

Step 2:

The grievant shall meet within five (5) days following receipt of the grievant's appeal to the Superintendent, with the Superintendent or his designee. If no satisfactory agreement is reached, the grievant may, within three (3) days of the meeting, appeal to Step 3.

Step 3:

The grievant shall meet within five (5) days following the receipt of the grievant's appeal to the Board, with the Board or committee of the Board. The parties shall not present any issue to the arbitrator which has not been included within the grievance as presented to the Superintendent in Step 2. If no satisfactory agreement is reached, the grievant may, within three (3) days of the meeting, appeal to Step 4.

Step 4:

All proceedings during the arbitration shall be conducted in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have no power or authority to rule on any issue not specifically before him. The parties shall not present any issue to the arbitrator which has not been specifically included within the grievance as presented to the Board in Step 3. The arbitrator shall not have any authority to decide any subject not specifically set forth in the express terms of this Agreement, nor shall he decide any subject not expressly contemplated by the terms of this Agreement. To the extent any arbitrator's decision exceeds the limitations of his authority; it shall be null and void. The expenses of the arbitrator and administrative fees shall be shared equally by the parties. Parties shall be responsible for costs of their own representation.

Individuals under continuing contract who have been non-renewed or terminated may elect to use either the grievance procedure, including arbitration, or the statutory hearing provisions, but not both.

SECTION 6: CERTIFICATED EMPLOYEE EVALUATION PROCEDURE

A. Purpose:

The evaluation of professional performance in the District is an important process in the continuing improvements of the education program. A positive attitude on the part of the administration, the evaluator, and the employee is important to develop and maintain an effective evaluation program. All certificated employees holding non-administrative positions (collectively referred to as “employees”) herein, shall be evaluated during each school year in accordance with the procedures and criteria set forth in this section.

B. Evaluation

1. **Responsibility for Evaluation:** The certified administrator, or their designee, shall be responsible for the evaluation of employees assigned to them.
2. **Evaluation Criteria:** All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement as Appendices B and B-1, which are hereby made a part of this Agreement. This criteria and procedure shall be distributed and explained at a building meeting of all employees to be held during the first month of the school year. For new employees hired after September 15, the evaluating administrator or his supervisory designee shall explain the criteria and procedure in a personal conference held prior to the first observation.

Each employee shall become familiar with Performance Indicators in Appendix F. Each principal will hold a collaboration meeting with their staff for the sole purpose of establishing which three (3) of the “Performance Indicators” listed on the evaluation form will be points of focus for evaluation for the coming year. Each employee shall be evaluated in all eight (8) areas annually, but all eight (8) will not be a point of focus. Specific “Performance Indicator” language from Appendix (F) will be used in the final evaluation write-up. This meeting will occur prior to any evaluation and within 30 calendar days after the start of the school year.

3. **Required Evaluations:** All certificated employees newly employed by the District shall have a minimum of three (3) formal evaluations during their initial year with the District. They will be observed for at least thirty (30) minutes and be formally evaluated within the first thirty (30) school days of the commencement of their employment. One (1) additional formal evaluation will be completed during the first school semester and at least one (1) additional formal evaluation shall be completed during the second school semester prior to May 15 of that school year.

Continuing employees shall be formally evaluated at least twice (2) annually; one time each semester, the second evaluation to be completed not later than May 15 of each school year. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date whenever possible.

4. **Minimum Observation Criteria:** During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his or

her assigned duties for at least a total observation time of sixty (60) minutes. These observations shall be at least thirty (30) minutes in length and must be conducted in the teaching setting. To insure proper perspective of an employee's performance the evaluating administrator or his supervisory designee shall observe each employee at least once a school semester, except that employees expected to be placed on probation shall be observed and evaluated twice for at least sixty (60) minutes and formal evaluations completed before January 15.

5. Additional Observations: In addition to the observations required under paragraph B4 herein, the evaluating administrator or his supervisory designee may make additional observations. All these observations must be conducted with the knowledge of the employee concerned.
6. Evaluation Procedures: Within three (3) days
 - a. Following the completion of a formal evaluation report, a meeting shall be held between the evaluating administrator or other supervisor and the employee to discuss the report at a time arranged between the parties.
 - b. The employee shall sign the evaluation report from to indicate that the employee has received a copy of the form. The signature does not, however, necessarily imply that the employee agrees with the contents. The employee has the right to attach a written statement to the evaluation report.
 - c. Three (3) copies of the evaluation report shall be distributed as follows: 1 copy to the employee, 1 copy to the evaluator, 1 copy to the Superintendent for placement in the personnel file.
7. Alternate Evaluation Procedure RCW 28A.405.100(5)
 - a. After an employee has had four (4) years of satisfactory evaluations under the regular College Place School District evaluation procedures, an alternate form of evaluation may be used.
 - b. The regular evaluation procedures shall be used at least once every three (3) years, and an employee or an evaluator may request that the regular evaluation process be conducted in any given school year. The alternate evaluation procedure may not be used as a basis for determining that an employee's work is unsatisfactory, as under the regular evaluation procedures, nor as probable cause for non-renewal of the employee's contract under RCW 28A.405.210

Example: 1st Year = 1 evaluation
2nd Year = 1 evaluation
3rd Year = 2 evaluations
4th Year = start at year one again

- c. Minimally, the alternate evaluation procedure shall include a thirty (30) minute observation during the school year, with a final annual written evaluation based on the minimum criteria for evaluation as defined in RCW 28A.405.100(5).

8. Professional Growth Option (PGO)

- a. The Professional Growth Option is an alternative to Summative Evaluation emphasizing professional growth RCW 28A.405.100(5). All forms utilized in the PGO process may be found in the appendix to the negotiated agreement.

The primary focus of the College Place Public Schools Professional Growth Option is to increase student learning through teacher performance. This is accomplished by setting a PGO goal or goals according to specific criteria listed below. The PGO option is a teacher-centered process that requires the total support of the teacher's evaluator. The role of the evaluator in PGO is that of a "coach" who assists, guides, and encourages the teacher as they work towards accomplishing their goals. A prerequisite for a successful PGO experience is a high level of trust between the teacher and the coach.

- b. By law, any alternative to the summative evaluation, such as the PGO, shall include either a thirty-minute observation during the school year with a written summary, or a final annual written evaluation based on two observations totaling at least 60 minutes.

The Professional Growth Option may not be used as a basis for determining that an employee's work is unsatisfactory, as under the summative evaluation procedures, nor probable cause for non-renewal of the employee's contract under RCW 28A.405.210.

c. Eligibility

- i. Any certificated teacher who has had four (4) years of satisfactory evaluations under the College Place Public Schools summative evaluation procedures may request the PGO option.
- ii. Teachers with four (4) consecutive years of satisfactory evaluations in another school district, including at least two (2) years of certificated employment in the same school district in the State of Washington, may become eligible for the PGO procedure commencing with their second year of employment in College Place School District.
- iii. Participation in the Professional Growth Option requires agreement of both the assigned evaluator and the teacher.
- iv. New candidates for the PGO shall be identified by February 1st for the following year. These candidates shall attend an in-service in the spring regarding goal setting, communication and increased student learning through improvement of instruction. This in-service will be jointly sponsored by WWVEA and Walla Walla and College Place School Districts. Teachers are not eligible for PGO unless their evaluator has attended the PGO in-service.
- v. A teacher or their evaluator may request that the summative evaluation process be conducted in any given year. This decision should be made by June 1st of the previous school year. If it is the evaluator's decision to switch the teacher to the summative procedures, he/she shall state their reason for the change on the PGO Verification Information Form.

- vi. In the event of a change in building assignment, it is recommended that the teacher return to a summative evaluation for at least one year.
- d. Criteria for Acceptable PGO Goals
 Note: At least one of the goals listed on the Goal Implementation Form must meet the criteria listed below and be identified as the PGO goal(s):
- i. The PGO goal shall be the result of some sort of assessment. The Assessment may relate to peer review and evaluation, input by parents or students, personal and/or professional goals, school district or building goals, self-assessment, personal academic records, or school district evaluations. The assessment shall not be included as part of the employee's permanent records WAC 392-192-060.
 - I. The teacher shall be able to explain how their review of collected data initiated the goal development.
 - ii. The attainment of the PGO goal shall result in improved student learning.
 - I. The teacher shall be able to explain the link between goal and improved student learning.
 - iii. The PGO goal should relate directly to the Essential Academic Learning Requirements (EALRs), the Washington Assessment of Student Learning (WASLs), or the College Place Public Schools evaluation criteria.
 - I. The teacher shall be able to identify the EALR, WASL, or evaluation criteria to which the goal applies.
 - iv. The PGO goal shall be attainable and measurable.
 - I. The teacher shall be able to explain how he/she will determine if the goal was attained and show supportive data.
 - v. The PGO goal shall have definite and reasonable timelines.
 - vi. The Goal Implementation Form shall be completed and returned to the employee's evaluator by October 15.
- e. Group PGO Goal Guidelines
 Teachers with similar interests and/or teaching assignments may choose to develop group PGO goals.
- i. The group goal(s) must satisfy all of the Criteria for Acceptable PGO Goals and be directed towards improving learning for all of the students of the teachers involved in the group.
 - ii. The group shall meet with the evaluators or the teachers in the group to gain their approval for the PGO goal(s) and to assign one administrator as the evaluator (coach) for the group.
 - iii. The teachers shall follow the procedures and use the forms for the PGO plan as a group.

SECTION 7: PROBATIONARY PROCEDURE

A. Purpose

The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The building administrator or his supervisory designee shall meet with the certificated employee in an attempt to resolve a matter relating to performance before probation is recommended by November 1st. The certificated employee may have an Association representative at the conference.

B. Supervisor's Report

In the event the evaluating supervisor determines that, based on the evaluation criteria, the performance of an employee is unsatisfactory, the building administrator or his supervisory designee shall report the same to the Superintendent on or before November 1st. The report shall include:

1. The evaluation report on which unsatisfactory performance has been based.
2. Identification of specific areas of deficiency.
3. A specific and reasonable program designed to assist the employee in improving his performance and remedying his deficiencies.

C. Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before November 15 and ending no later than April 15. On or before November 15, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

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

D. Evaluation During Probation

1. Within five (5) working days after the delivery of the probationary letter, the supervisor shall schedule a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
2. During the probationary period, the principal or other evaluator shall meet with the probationary employee at least twice (2) monthly to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall specifically note the progress being made by the employee and shall be documented on the regular evaluation report form.
3. The probationary employee may be removed from probation at any time if there has been demonstrated improvement in those areas specifically set forth in the notice of probation, to the satisfaction of the building administrator or his/her supervisory designee and concurred with by the Superintendent.

E. Post-Probation Report

If by May 1st and after all the steps and processes of the probationary period have been followed, the certificated employee does not demonstrate the acceptable level of performance as originally stated in the probationary notification (the actual letter of probation and subsequent supportive evaluation documentation), then that certificated employee may be subject to non-renewal of contract.

Conversely, if by May 1st and after all the steps and processes of the probationary period have been followed, the certificated employee does demonstrate the acceptable level of performance as originally stated in the probationary notification (the actual letter of probation and subsequent supportive evaluation documentation), then the certificated employee shall be given a favorable evaluation for inclusion in the certificated employee's district personnel file.

In either case, the Superintendent shall notify the certificated employee in writing no later than May 15 of the status of his contract renewal. If probable cause for non-renewal of the employee's contract is determined, such notification shall be by action of the Board in accordance with RCW 28A.405.300 or RCW 28A.405.210.

SECTION 8: PERSONNEL FILES

Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel files kept within the District. Anyone, at the employee's request, may be present in this review. Any derogatory material received by the District shall be brought to the attention of the employee within ten (10) days after receipt or composition. A certificated employee shall have the right to attach his own written comments relating to materials in the file.

Derogatory materials shall be deleted from an individual's personnel file after two (2) years.

SECTION 9: STAFF PROTECTION

- A. The District shall protect certificated employees acting within the scope of their employment by purchasing liability insurance in the amount of at least five million dollars (\$5,000,000) per occurrence, and the District shall include the certificated employees as named insured under the liability insurance and errors and omissions policy of the school district.
- B. Legal counsel shall be provided, through insurance, to any certificated employee against whom a lawsuit is initiated, provided such certificated employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the District.
- C. A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify an Administrator. The Administrator shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken in cooperation with the employee to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.

- D. The District will provide coverage to cover the cost of the loss of property sustained in the course of employment provided that a certificated employee exercised reasonable safeguards in maintaining security of his personal belongings. A deductible of seventy-five dollars (\$75) will be paid by the employee. Personal property used as classroom instructional aids shall be approved and registered with the building principal on a written form, prior to coverage under this section.
- E. Whenever a certificated employee is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, the certificated employee, during such a period of disability, may utilize his/her sick leave to compensate for the difference in the amount of State Worker's Compensation and his/her regular salary to the limits of his/her accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to his/her salary.
- F. In the event that a certificated employee has been physically disabled because of an assault on his/her person in the course of his/her employment that is not due to willful negligence, the Board will grant the injured certificated employee leave of absence with contract pay for a period up to and not to exceed one (1) year, less the amount of any workmen's compensation award made for disability due to said injury.

In the event of vandalism to the private auto of a certificated employee while parked on school property and while the employee is engaged in school activities, the District will follow its insurance company's practices.

SECTION 10: ASSIGNMENT, TRANSFER AND VACANCIES

- A. Definition of Terms
 - 1. A vacancy is a position which has been permanently vacated or one which has been newly created.
 - 2. An assignment shall mean the placement of an individual in a particular grade level, subject area, or District program.
 - 3. An involuntary transfer is an administratively initiated change in assignment in the same or different building.
 - 4. Seniority is defined in Article III, Section 1.
 - 5. A voluntary transfer request is one initiated by the employee for a change in assignment in the same or different building. This written request can be made to the Building Principal or Superintendent.
- B. To assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualifications in specialty areas. Teachers shall be notified in writing no later than June 30 of any tentative changes in their programs and schedules for the ensuing school year, including teaching assignments. Tentative assignment may be changed after June 30 for good cause. Employees shall be notified as far in advance as possible of the assignment change.
- C. In determination of assignments and transfers, the convenience and work of the teacher shall be considered to the extent that these considerations do not conflict with

the educational program. Certificated employees will be assigned on the basis of their qualifications, the needs of the District and their expressed desires. When it is not possible to meet all these conditions, personnel shall be assigned first in accordance with the needs of the District, and second, in accordance to the expressed preferences of the employee.

A transferred staff member will be required to use, in combination, two (2) sub days / sixteen (16) hours of paid District work for instructional purposes.

- D. Vacancies – All certificated vacancies and new certificated positions shall be publicized to the current staff through District email notification. Vacancies will also be listed on the School District Web page as quickly as possible. The notice shall set forth the qualifications for the positions and the procedure for applying.

In filling vacancies, the District will consider and interview qualified employees, including those individuals in the employment pool, who show interest in the District email. When there are individuals in the employment pool to be included, then refer to the timeline in Article III, Section 2, F.

- E. Involuntary Transfer – To assure compliance with state and federal requirements and to assure the best quality educational program in the District, it becomes necessary on occasion to make transfers on an involuntary basis. Prior to selection of any member for an involuntary transfer, the Superintendent shall notify the certificated staff and the WWVEA of the potential for an involuntary transfer. The process of determining who shall be in a grade level is:

1. The District will first try to make such a transfer on a voluntary basis provided that the member requesting transfer is qualified.
2. If an employee currently teaching in the affected grade level has taught the grade which the involuntary transfer is directed to within the current year and one year previous, they will be transferred regardless of seniority. If there is a tie, then the individual with the least seniority will be transferred. In the event that there are two or more qualified employees with equal status, the Superintendent shall make the final decision.
3. This language is only applicable to K-6 grade levels.

If there are two or more qualified employees within an effected area, that would not cause a negative impact to the educational program if transferred, then the individual with the least seniority will be subject to involuntary transfer.

An employee may only be involuntarily transferred two times within a five year period.

This agreement will terminate (Sunset Provision) reverting to original language at the opening of the 2013-2014 contract. (Original language states: No K-6 classroom teacher shall be reassigned to a new grade level or curriculum/district program for the following two years after an involuntary transfer unless they apply for the reassignment as a voluntary transfer.)

4. Certificated employees who are to be transferred to another assignment shall be notified as far in advance of the transfer as possible.
5. A transfer shall be made only after the certificated employee has been notified of the reasons for the transfer and a meeting with the building principal or Superintendent has been held.
6. If a physical movement of a classroom is required, to a different building, sixteen (16) hours of paid district work will be allotted (timesheet).

If a physical movement of a classroom is required within a building eight (8) hours of paid district work will be allotted (timesheet).

An involuntarily transferred staff member will be required to use, in combination, two (2) sub days / sixteen (16) hours of paid district work for instructional purposes.

SECTION 11: CONTRACT, WORKDAY, AND PAYMENT

Individual Employee's Contract

The District shall provide each employee a contract in conformity with Washington State Law and the terms of this Agreement.

Copies of Contract

A contract shall be given to the employees each year for signature. One (1) copy of the fully executed contract is to be placed in the employee's personnel file and one (1) copy returned to the employee.

Release From Contract

Employees under contract may be released by the School Board, on the teacher's written request, up to and including June 30.

Length of Workday

All certificated teachers may be assigned appropriate starting and dismissal times. The total length of the workday shall be seven and three-quarter ($7\frac{3}{4}$) hours, which shall include a continuous thirty (30) minute duty-free lunch period. Necessary administrative meetings may extend the work day by fifteen (15) minutes. Individual exceptions to the seven and three quarter ($7\frac{3}{4}$) hour day may be granted for good cause and by prior approval of the administrator. Employees shall be considered in their schedules, by their principals, for a brief relief period both morning and afternoon and provisions for preparation time.

In situations which necessitate the shortening of the school day (i.e. inclement weather and/or hazardous road conditions, etc.) all employees will be expected to report to work as soon as possible. It shall be the responsibility of each employee to contact his/her immediate supervisor as early as possible if the employee will be late for the employee scheduled start of school.

On Fridays and all days before holidays, teachers will be allowed to leave the school building fifteen (15) minutes before established employee dismissal time.

Grade K

150 minutes per week of preparation time shall reside inside the regular student instructional day.

This provision shall be contingent on:

1. Levy approval; and
2. The continuation of all-day kindergarten program.
 - a. If the program reverts back to ½ - day, then preparation time shall be 150 minutes per week during the teacher workday when they don't have administratively assigned student responsibilities.

Grades 1-6

Preparation time shall be during the regular student instruction day when specialists such as music, P.E., library, etc., are instructing the teacher's class or other duty-free time. Preparation time shall not be less than 160 minutes per week. (This provision shall be contingent on levy approval for the following year).

Grades 7-8

All Full-time equivalent grades 7-8 teachers shall be granted one (1) class period a day for the purpose of preparation and evaluation. An exception to this condition will be schedules which have been altered for school activities. (This provision shall be contingent on levy approval for the following year.)

Additional Certified Coverage

Teachers who are asked by the administration to perform administrative duties on an emergency basis for one or more days shall be compensated at the rate of an additional thirty dollars (\$30.00) per day.

Teachers shall not be regularly assigned to cover the absences of other teachers. In situations of bona fide emergencies, teachers may be assigned such duties when time does not permit the securing of a regular substitute or a substitute is not available. Teachers who are asked by the administration to substitute for a teacher on an emergency basis for one or more days shall be compensated at the rate of twenty dollars (\$20.00) per hour for each hour of such duty performed.

Employee Work Year

The work year covered by this Agreement shall consist of the number of days identified in RCS 28A.150.220(3) for continuing employees.

New employees to the District will be granted one (1) additional day to RCW 28A.150.220(3).

The District will automatically adjust the work-year, salaries, and insurance benefits allocation to conform to State appropriations during each year of this contract.

Payment

Regular certificated employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.

In the event of a mistake in payment resulting in underpayment or overpayment, the District and employee involved shall mutually determine an arrangement for correction.

Supplement Days

It will be each staff members' responsibility to sign the "signoff sheet" in their building's office. The signatory timeframes will be published via email and/or direct announcement where applicable.

The day shall be used and compensated as follows:

Teachers employed by the District during 2002-2003 school year, will received per diem or no less than \$200/day. Teachers newly employed in 2003-2004 school year or subsequent years will receive per diem.

A. 1 day – Staff Orientation Day

1. Attendance exceptions for the Staff Orientation Day may be granted by the Superintendent. Requests must be made to the Superintendent in writing within one (1) week of the missed Staff Orientation Day. Requests must include how the employee will acquire the missed information and your timeline for completion.

B. 2 days – Fall and Spring Parent/Student/Teacher Conferences

C. 1 day – District Day

1. This day will be mandatory, the day will be agreed upon by the District and Association, and the agenda set by the District.
2. Leaves may not be used for this day.
3. Emergency makeup language – If a staff member misses this day due to an unforeseen emergency, it will be mandatory for the staff member to make it up. The staff member will contract the Superintendent in writing within one (1) week of the missed District Day. The staff member must outline in writing how they plan to acquire the missed information and their timeline for completion.
4. NOTE: Excused absence for a planned professional development opportunity can be requested of the principal by the staff member.

D. Time and Effort

1. Each full-time teacher will be allocated up to 24 hours of document work **outside the regular contract**. Part-time teachers will receive these hours on a prorated basis according to their FTE.
2. Documented hours can be turned in by 8-hour increments at the discretion of the teacher. An email to the Business Manager will be the only acceptable form of documentation. The email must include dates and times started and ended.
3. Acceptable documented activities outside the regular contract include:
 - a. activities at school;

- b. Professional Development (i.e.: conferences and/or workshops).
- 4. Compensation will be paid at an employee's hourly rate.

Service Incentive Day

Employees who have completed ten (10) years of employment in the College Place School District shall be allowed one (1) additional supplemental day, non-accumulative, to be paid at the current supplemental day pay rate, deemed done.

Employees who have completed fifteen (15) years of employment in the field of education shall be allowed one (1) additional supplemental day, non-accumulative, to be paid at the current supplemental day pay rate, deemed done.

Employees who have completed twenty (20) years of employment in the field of education shall be allowed one (1) additional supplemental day at the current supplemental day pay rate, also deemed done. Such employees have a choice to work this day for the current supplemental day pay rate, or take leave from a regular contracted day.

SECTION 12: SALARY SCHEDULE

2009-2010 Salary Schedule (Based on LEAP Document 1)

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 or PHD
0	34,237	35,162	36,120	37,080	40,161	42,145	41,047	44,128	46,115
1	34,698	35,635	36,606	37,608	40,721	42,695	41,503	44,617	46,589
2	35,137	36,083	37,064	38,144	41,248	43,242	41,963	45,067	47,061
3	35,589	36,545	37,536	38,650	41,749	43,791	42,398	45,494	47,538
4	36,033	37,031	38,028	39,180	42,297	44,354	42,855	45,971	48,030
5	36,492	37,494	38,501	39,718	42,823	44,921	43,319	46,425	48,523
6	36,963	37,943	38,984	40,262	43,352	45,462	43,794	46,885	48,993
7	37,790	38,786	39,841	41,187	44,324	46,491	44,685	47,820	49,989
8	39,002	40,052	41,132	42,590	45,768	48,016	46,086	49,266	51,512
9		41,363	42,497	44,008	47,260	49,584	47,503	50,757	53,081
10			43,877	45,498	48,794	51,195	48,995	52,291	54,692
11				47,032	50,399	52,849	50,528	53,897	56,345
12				48,517	52,048	54,571	52,122	55,545	58,068
13					53,737	56,335	53,773	57,234	59,831
14					55,434	58,165	55,471	59,042	61,663
15					56,877	59,679	56,913	60,577	63,266
16 or more					58,014	60,871	58,051	61,788	64,531

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

Placement Criteria

- A. Placement on the schedule will be made by the Superintendent on the basis of:
1. Quarter hour credits earned in accredited institutions. Credits earned after the BA Degree but before the MA Degree in excess of forty-five (45) credits may be counted after the Master's Degree.
 2. Years of acceptable service as per state regulations.
 3. Degrees.
 4. Individuals who have achieved a BA+135 credits prior to January 1, 1992 will be placed at the BA+135 column. The maximum for other individuals is the BA+90 column unless they achieve a degree.
 5. Credits earned by the certificated instructional staff after September 1, 1995 shall be counted only if the content of the course:
 - a. is consistent with the school district's strategic plan for improving student learning;
 - b. is consistent with a school-based plan for improving student learning developed under Section 520(2) of this act for the school in which the individual is assigned;
 - c. pertains to the individual's current assignment or expected assignment for the following school year;
 - d. is necessary for obtaining endorsement as prescribed by the State Board of Education;
 - e. is specifically required for obtaining advanced levels of certification; or

- f. is included in a college or university degree program that pertains to the individual's current assignment, or potential future assignment, as a certificated instructional staff.
- B. Once credits earned by certificated instructional staff have been determined to meet one or more of the criteria A of this subsection, the credits shall be counted even if the individual transfers to other school districts.
- C. Approved clock hours will be counted on the salary schedule as per state rules and regulations; 10 clock hours equal 1 credit.

A request for upward revision of contract and documentation of credits earned must be submitted prior to September 15.

SECTION 13: INSURANCE BENEFITS

The District shall contribute the state allocated amount, less the retiree allocation, per employee towards premiums programs that are mutually agreed upon by the District and the Association. Said contribution shall apply to each full-time employee, and a prorated amount of the same for all regular part-time employees based on a full-time equivalency. In addition, the District shall contribute the actual cost of the HCA retiree allocation for the 2006 through 2011 school years at which time this payment will terminate (sunset provision). The Association will be able to negotiate insurance benefits for the following years: 2008-2009 and 2010-11. Participation in the Dental Plan and Vision Plan shall be 100% and this premium amount shall be deducted prior to employee selection of other available plans.

Premium payments shall cover a full twelve-month period commencing October 1 and ending September 30. Annual enrollment for employee's group insurance plans shall normally be during the first thirty (30) days of the school year.

Premium payments shall be proportional to the number of days and/or hours the employee works in relation to the total days and/or hours in the contract work year. Any employee terminating employment shall be entitled to continue receiving the District insurance contribution on a pro-rata based on the number of days worked to the number of days contracted.

SECTION 14: LEAVES:

A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with an advanced sick leave allowance of (12) days with full pay to be used for absence caused by illness, injury or other disability. Each teacher's portion of unused sick leave allowance shall accumulate to 180 days.
2. At the end of each year, the District will provide each teacher with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.
3. After three (3) consecutive days of absence, the District may require a physician's statement.

4. A teacher who is unable to perform duties because of personal illness, maternity or other disability, may, upon request, be granted a leave of absence for the remainder of the school year without pay at the exhaustion of sick leave.

Application for leave shall be made in writing to the Superintendent indicating the beginning and ending dates of the period. A teacher returning from such leave shall be placed in the position last held or a similar position in the District. If, for any reason, the employee is unable to return to work on the date indicated in the letter of application, the employee shall be deemed to have waived re-employment rights unless the Board further extends the leave of absence for a good cause.

B. Sick Leave Buy Back

Employees may cash in unused sick leave above an accumulation of sixty (60) days from the previous year's accumulation, at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at the rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month. At the time of separation from school district employment due to retirement* or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of employee for each four (4) days accrued sick leave for illness or injury.

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

C. Sick Leave Sharing

Bargaining unit members who have accumulated more than sixty (60) days of sick leave may donate accumulated sick leave to other employees in College Place School District bargaining unit. The employee may not donate more than six (6) days of leave during any school year.

The bargaining unit member receiving the donated days must have exhausted all available leave before using the donated days, and the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature which has caused, or is likely to cause, the employee to:

1. go on unpaid leave of absence; or
2. terminate employment.

Requests for the initiation of a sick leave sharing program must be accompanied by a doctor's statement indicating that a valid medical condition exists which precludes the employee from returning to work. If the medical condition does not exist with the employee, then it must also be established that the family would greatly benefit from the personal attention of the employee. No employee shall receive an amount of

donated leave which totals more than the length of their annual basic employment contract. Furthermore, no employee may request a transfer of an amount of leave that would result in his or her sick leave account going below sixty (60) days. Donated but unused leave days shall revert back to the employee who donated the leave days. An employee receiving donated sick leave days shall receive the same benefits and pay as if he or she had been working. Leave shall be deducted from the donor on a one hour for one hour use by the recipient.

Contributions of sick leave shall be on a voluntary basis and the names of donors shall be kept confidential. The Association shall be permitted to make its membership aware of the need for donations but shall be precluded from individual solicitations. The names of individuals who do or do not make donations shall not be published.

D. Maternity Leave

A teacher requesting maternity leave should give written notice to the District at least (2) weeks prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment and, within thirty (30) days after the childbirth, shall inform the employer of the specific day when she or he will return to work. During this leave, the employee is entitled to use accumulated sick leave for the period of actual disability as specified in the physician's statement. This physician's statement shall be attached to the employee's notification of return to work. Failure to notify the employer of intent to return or failure to return to work on date stated shall constitute a waiver of re-employment unless the Board extends the leave.

E. Adoption Leave

When adopting a child up to 2 years of age, a teacher requesting adoption leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for adoption leave should include a statement as to the expected date of return to employment and, within thirty (30) days after the acceptance of child into the home, shall inform the employer of the specific day when she or he will return to work. During this leave, the employee is entitled to use accumulated sick leave. Failure to notify the employer of intent to return or failure to return to work on date stated shall constitute a waiver or re-employment unless the Board extends the leave.

F. Family and Medical Leave Act (FMLA)

All district employees who qualify under the conditions of the Family and Medical Leave Act may take up to 12 weeks of leave during any 12 month period for the employee's own health needs or to care for certain family members.

All FMLA will be deducted from the employee's accumulated sick leave until all sick leave is exhausted. When the sick leave has been exhausted, then all remaining days of FMLA will be taken without pay.

While on paid FMLA, employees are entitled to maintenance of all group health plan coverage and in most cases may purchase coverage when on unpaid status. When the employee returns to work from FMLA, they will assume the duties of the same

position or a position equivalent to the one the employee held when leave commenced. (District Policy #5404)

G. Bereavement Leave

Each teacher shall be allowed five (5) days per year with full pay for death in the immediate family. Immediate family is defined as stated herein. Such leave unused shall be non-accumulative. Immediate family is defined as the employee's: spouse, father, mother, parents of spouse, grandparents, grandparents of spouse, children, brother, sister, brothers-in-law, sisters-in-law, grandchildren, aunt, uncle, niece, nephew, or any relative residing in the employee's household.

Any additional incidents requiring bereavement leave for immediate family could be considered by administration during the same school year. It would be understood that any unused leave time from other sources would first be utilized before any additional bereavement leave time would be considered.

H. Business Leave

Each teacher shall be allowed five (5) days per year non-accumulative, deducted from sick leave allowance, for employee absence due to emergency, business, professional, household, or personal matters that cannot be attended to outside of working hours. Prior approval must be given by the administration with the exception of emergencies. The use of business leave will be allowed immediately preceding or following a school holiday, provided a substitute is available. In no instance shall more than two (2) teachers from the same building be allowed business leave on the same day.

I. Leave of Absence

1. Application shall be in writing to the Superintendent by March 1 of the school year prior to the year for which said leave is desired. The request will specify the reasons for which leave is requested. A certificated employee requesting leave shall be notified in writing no later than April 30 of the District's decision regarding the request for leave.
2. As unpaid leave of absence of up to one year may be granted to certificated employees by the Board of Directors. Said leave may be renewed upon written request to the Board. No more than three (3) certificated employees shall be granted such leave during any one (1) school year.
3. A certificated employee who has been granted a leave of absence shall be re-employed in the same or similar position. Administration shall contact the employee in writing of the position change no later than March 1 of the year in which he/she is to return. The employee shall notify the Superintendent in writing of his/her intent to return no later than March 15. Failure of the employee to notify the District in writing of his/her intent to return shall be deemed a voluntary resignation. The District will maintain the seniority and salary schedule rights of a certificated employee during the period of leave.
4. A certificated employee granted leave under this provision shall be on leave without pay or other benefits.

5. Exceptions may be granted by the Board

SECTION 15: NONCLASSROOM DUTIES

Employees shall not be required to use their own personal vehicles to drive students to or from activities. Each building principal shall establish an equitable system for handling non-classroom supervision of students.

SECTION 16: TEACHER FACILITIES

The District shall make provision in each school, at which certificated employees are assigned, for adequate storage and equipment and a system so that employees have access to their teaching assignment area and work area.

SECTION 17: LEAVE REPLACEMENT EMPLOYEES AND LONT-TERM SUBSTITUTES

A. Leave Replacement Employees

1. Leave replacement employees are those employees who are employees of the employer district but were hired by the employer district to fill a leave vacancy created when another employee of the employer district was on leave for all or part of the contracted teaching year.
2. Leave replacement employees shall receive the same benefits, accrue retirement credit and in all other matter receive the same treatment, privileges and benefits as other employees of the bargaining unit. Such fringe benefits shall be proportionate to the time employed.

B. Long-Term Substitutes

Long-term substitutes are those who have been employed twenty-one (21) consecutive days or more in the same position or those who have been employed thirty-on (31) days or more during the current school year. Beginning on the twenty-first (21st) consecutive day of employment in the same position or beginning on the thirty-first (31st) day of employment in different positions during the current school year, long-term substitutes shall receive one and one half (1 ½) times the normal substitute daily rate of pay.

ARTICLE IV – INSTRUCTION

SECTION 1: TEACHER WORK LOAD

The K-6 basic education regular classroom student/teacher class loads shall be based on the following levels and paid at a daily rate based on: BA+90 at zero years of experience / # students days per year / 23 FTE. The daily rate will be paid per enrolled student FTE over the limit listed below.

Building Secretaries will print off an enrollment report for each teacher the first student day of each month, except September when the report and count day will be the 2nd Monday of the month. The September count will be retroactive to the beginning of the year. October through June counts will be used for the entire month. It will then be the

individual teacher's responsibility to review the overload enrollment count with the principal, obtain both parties signatures and submit it to the Business Office for payment by the 10th of the current month for payment in that month. No overload pay will be awarded after 60 days from the count date. Overload payments will be made on a monthly basis.

Class loads shall be based on the following:

Grades K-3 (includes PE, Band, Music, Library)	23 FTE students/teacher
Grades 4-6 (includes PE, Band Music, Library)	26 FTE students/teacher
Grades 7-8 (includes PE, Band, Music, Library)	30 FTE students/teacher

The 7th and 8th grade basic education student/teachers class loads shall be based on daily FTE student enrollment per class period. If an individual classroom exceeds the load limit for the grade, then the individual instructor will receive supplemental pay of \$2.75 per student hour (class period) for each student above the grade limit for that class period capped at the daily rate, as calculated above, per averaged enrolled student.

K-6th grade physical education, music, band, and library are paid \$1.50 per student per class period over the established class load limit.

7th and 8th grade physical education, music, band, and library are paid at \$1.50 per student per class period over the established class load limit, capped at the daily rate, as calculated above, per averaged enrolled student.

The overload language above does not apply to specialist areas such as computer, federal programs, counseling, special education, remediation, bilingual, etc.

Individuals that are out of the classroom 10 consecutive days will no longer receive overload pay starting the 11th day.

In the event a teacher(s) believes his/her class load reflects an inequitable student distribution either because of the number or composition of students, or the placement of disruptive students, has created an unmanageable problem in the learning environment, the following procedures will apply:

- A. The building administrator shall meet with the affected certificated employee(s) to cooperatively analyze the situation and develop alternative plan(s) of solution.
- B. The building administrator and affected employee(s) will meet with the Superintendent to discuss the problem and alternative solutions.
- C. Recommendations arising from this conference shall be relayed to the School Board for authorization if such authorization is necessary.
- D. Superintendent and/or Board final determination of action to be taken shall be announced to the building administrator and affected employee(s) with five (5) school days of the Superintendent conference or Board meeting, whichever is appropriate.

SECTION 2: CLASSROOM VISITATION

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

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal or his designee has conferred with the employee, if possible.
- B. Whenever possible, the employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
- C. This provision does not apply to administrators and Board of Directors members.

SECTION 3: STUDENT DISCIPLINE

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws.

The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District, and shall give immediate response to all employees' requests regarding discipline problems. Further, the authority of employees to use reasonable disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations and locally developed policies and procedures. Reference: RCW 28A.600.020 and WAC 180.40.240

SECTION 4: STAFF DEVELOPMENT

The Superintendent may grant requests by employees without loss of salary, to attend staff development as it pertains to the District's plans for improved student learning.

Requests to attend any such staff development shall be made in writing not less than two (2) weeks prior to the date of the meeting, to the Superintendent, with prior approval by the building administrator, with such request being accepted up to, and including, June 15th.

Travel and personal expenses shall be reimbursed to the individual on a pre-determined basis if prior budget approval has been given.

Each staff member shall be allowed \$525 for staff development as it pertains to the District's plans for improved student learning, which will include travel, registration, and other directly associated costs that received prior approval from the building administrator and the Superintendent. Up to two (2) substitute days will be paid by the District for absence due to attending staff development. These funds can be used in part, or all, for credits for professional growth, subject to the prior approval procedures as stated.

Teachers working on Professional Certification will receive an additional \$100 annually, for up to three (3) years, to be applied towards this program. Appropriate documentation will be needed for reimbursement.

Each of three (3) individual staff members may receive an additional \$1,000 and an additional substitute day to attend a national convention/conference. Additional days will be the responsibility of the individual. Criteria and selection of staff for convention/conference attendance will be done by the staff negotiation's team. Any unused basic education staff development funds will be pooled after July 31; therefore, all staff development opportunities shall be concluded by this same date. The pooled funds will be available for use the following year to help offset insurance premiums for Association members.

SECTION 5: PRINCIPAL ADVISORY TEAM

There shall be established Principal Advisory Team at each building for the purpose of providing employees participation in the educational decision-making process at the building level.

- A. Three (3) certificated employees shall be selected by their peers at each building to serve one (1) year terms on the Principal Advisory Team.
- B. It shall be the responsibility of each teacher to become familiar with current building matters and to plan in advance accordingly.
- C. The building principals shall attend their respective advisory team meeting.
- D. Each building advisory team may meet separately or have joint meetings between building advisory teams as the need arises. Each principal advisory team shall develop their own operating procedures.
- E. Matters which are appropriate for each principal advisory team to consider, but are not limited to, are the following:
 1. student discipline
 2. building budget
 3. curriculum materials and supplies
 4. school events/parental participation
 5. in-service programs
 6. faculty meetings
 7. calendar of events
 8. school policies

All recommendations of the Advisory Team are advisory with the principal.

Each Principal Advisory Team is encouraged to meet on a monthly basis throughout the school year. Meeting times shall be held outside the normal employee workday. Employees shall be paid \$30 per hour. The team members are each allotted up to 18 hours of meeting time per school year.

The building principal shall involve teaches in the establishment of priorities and budget allocations to building for the purpose of purchasing curriculum and instructional

materials, developing curriculum, and implementing programs. Each building faculty shall elect a committee of certificated employees to serve as prescribe herein. Such recommendations shall be advisory to the building principal.

Upon request, a financial statement for the building budget shall be made available to the building through the building principal. The term school building is defined as any building in which instruction takes place. The primary responsibility for the building budget shall be the principal's, subject to the provisions contained herein.

A budget shall be provided for each classroom and/or department. It shall be the responsibility of each teacher to become familiar with current budgetary procedures and to plan in advance of anticipated needs.

Classroom teachers in grades K-8 shall have an individual general supply budget of \$200 per classroom.

SECTION 6: DISTRICT WORK

When the District office requests District level work, the District will attempt to convey the full nature of the team's charge, the nature of the results expected, tentative timeline, and who is responsible for team's leadership.

Where categorical funds are available, participants may be compensated at \$30 per hour for administratively required work outside of the normal contract hours.

If desired, a participant may request the team leader to write a letter of participation for their personnel file.

ARTICLE V – DURATION AND SIGNATORY PROVISION

This Contract shall remain in full force and effect from September 1, or it’s signing date if after September 1, until September 1 of the subsequent contract, or it’s signing date if after September 1, as amended, ratified, and signed as follows:

Either party may, upon written notice no later than July 1st , give notice of its intent to negotiate a successor Contract to the other Party as indicated below:

1. For 2009-2010 bargaining period this document shall be completely reopened for bargaining, if written notice is received as stated above.
2. For the next two (2) bargaining periods following #1 above, this document shall be reopened to negotiate salaries, insurance benefits, calendar, and any two (2) sections, if written notice is received as stated above.
3. However, upon mutual written consent of both parties, this Contract may be modified at anytime. Any and all such modifications shall be in writing.

The District will automatically adjust salaries, insurance benefit allocation, and calendar to conform to State appropriations during each year of this Contract.

In Witness of, the parties below have entered into this agreement in good faith on the _____ day of _____, 2009.

For the Association:

For the District:

Board Chair

Board Chair

Superintendent

Superintendent

APPENDIX A
COLLEGE PLACE SCHOOL DISTRICT NO. 250
and WALLA WALLA VALLEY EDUCATION ASSOCIATION

GRIEVANCE FORM A

NOTICE OF GRIEVANCE

Grievant _____

Date of Formal Presentation _____

Level Filed 1 _____ 2 _____ 3 _____

Home Address _____

Telephone (Home) _____ (School) _____

School Name _____

Immediate Supervisor _____

Subject Area / Grade Level _____ Association Representative _____

STATEMENT OF GRIEVANCE

- A. Date Grievance Occurred:
- B. Policy(s), Rule(s), Regulation(s), and Section(s) of Agreement Related to Grievance:
- C. Person(s) Involved Other than Grievant:
- D. Statement of Dispute:

ACTION REQUESTED

Distribution of Form:
Immediate Supervision
Association
Grievant
Superintendent

Signature of Grievant

Signature of Association Representative

APPENDIX A1
COLLEGE PLACE SCHOOL DISTRICT NO. 250
and WALLA WALLA VALLEY EDUCATION ASSOCIATION

ADMINISTRATION DECISION / ASSOCIATION RESPONSE

Grievant _____

Date of Formal Presentation _____

School _____

Level of Response: 1___ 2___ 3___

Person Responding: _____ Title: _____

Response: _____

ADMINISTRATION DECISION / PROPOSED SETTLEMENT

Signature of Administrator

Date of Decision

GRIEVANT'S RESPONSE (optional)

STATEMENT OF APPEAL

I accept the Administrative decision above;

I refer the above decision to the next level

___ Level 2 ___ Level 3 ___ Level 4

DATE OF RESPONSE _____

Signature of Grievant

Distribution of Form:

Immediate Supervisor

Superintendent

Association

Grievant

APPENDIX B
College Place Public Schools
Teacher Evaluation Form

Teacher: _____ Subject: _____ Date: _____

In each box below please place either an E for “Effective” or R for “Requires Improvement”:

INSTRUCTIONAL SKILL (The teacher demonstrates, in their performance, a competent level of knowledge and skill in designing and conducting an instructional experience.)
COMMENTS:

CLASSROOM MANAGEMENT (The teacher demonstrates, in their performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.) COMMENTS:

PROFESSIONAL PREPARATION AND SCHOLARSHIP (The teacher exhibits, in their performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and commitment to education as a profession.) COMMENTS:

EFFORT TOWARDS IMPROVEMENT WHEN NEEDED (The teacher demonstrates an awareness of their limitations and strengths, and demonstrates continued professional growth.)
COMMENTS:

STUDENT DISCIPLINE (The teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.) COMMENTS:

INTEREST IN TEACHING STUDENTS (The teacher demonstrates an understanding of the commitment to each pupil, taking into account each individual’s unique background and characteristics. The teacher demonstrates enthusiasm for or enjoyment in working with pupils.)
COMMENTS:

KNOWLEDGE OF SUBJECT MATTER (The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).) COMMENTS:

COMMUNICATION WITH PARENTS (The teacher communicates effectively with parents by regular reporting and addressing parental concerns in a positive and professional manner.)
COMMENTS:

Staff Member’s Comments: _____

Staff Member’s Signature: _____ Date: _____

(Employee’s signature does not necessarily mean agreement)

One copy each for the staff member, evaluator, and the Superintendent’s office.

*If a “Requires Improvement” is given, the evaluator must include specific deficiency(s) and recommendation(s) for improvement.

APPENDIX B1
College Place Public Schools
SPECIAL SERVICES SUPPORT PERSONNEL EVALUATION FORM

Employee: _____ Evaluator _____

Date: _____ Time: _____

EVALUATIVE CRITERIA:

I. Instructional Skill

- Demonstrates appropriate selection, administration and interpretation of assessment measures.
- Develops appropriate individual goals based upon the recommendations of the assessment summary.
- Designs and implements appropriate programs of prevention, evaluation and instruction.
- Assigns appropriate tasks and trains paraprofessional staff.
- Demonstrates effective use of specialized equipment.
- Selects/designs appropriate materials for program.

II. Classroom Management

- Complies with all federal, state regulations and district guidelines of special education.
- Meets required timelines for procedures and documentation.
- Provides written information in a timely manner that is meaningful to the intended audience.
- Utilizes effective time management practices.
- Provides organized and accessible materials.
- Manages and utilizes workspace appropriately.

III. Professional Preparation, Scholarship in Special Field

- Demonstrates depth and breadth of knowledge of content and theory in area of specialization.
- Demonstrates working knowledge of contemporary educational practices.
- Reviewed progress toward evaluation goal attainment.
- Demonstrates working knowledge of state and federal requirements governing special education as well as area of specialty.
- Integrates the area of specialty into the total school environment.

IV. Support Person as a Professional

- Exhibits an awareness of personal strengths and limitations.
- Makes effort toward improvement.
- Establishes professional growth.
- Demonstrates continued professional growth.
- Operates within professional standards for the field of specialization.

V. Involvement in Assisting Pupils, Parents, and Educational Personnel

- Demonstrates positive relationships with students, staff, administrators, parents and community.
- Contributes positively to the total school environment.
- Collaborates effectively with other educational and agency staff.
- Establishes linkage with appropriate agencies.
- Maintains appropriate confidentiality.
- Provides specialized assistance in identification and program implementation and ongoing support for students.
- Demonstrates effective communications skills with staff, parents, administrators and agency representatives.

Staff Member's Comments:

Staff Member's

Signature: _____

Date: _____

(Employee's signature does not necessarily mean agreement)

One copy each for the staff member, evaluator, and the Superintendent's office.
 *If a "Requires Improvement" is given, the evaluator must include specific deficiency(s) and recommendation(s) for improvement.

APPENDIX C
PGO PROCESS CHECKLIST

Name: _____ Date: _____
 Building: _____
 Supervisor: _____
 Assignment: _____

The information below is to be used by the supervisor and the participant to make sure that they meet the deadlines of the PGO process

<u>PGO Entrance Procedures</u>	<u>Timeline</u>	<u>Date Accomplished</u>
---------------------------------------	------------------------	---------------------------------

- | | | |
|--|--------|-------|
| 1. Notification of PGO eligibility. Both the teacher and supervisor agree to PGO Placement. | Feb. 1 | _____ |
| 2. Teacher attends goal setting conference. This is required for individual placed on PGO for The first time. | Spring | _____ |
| 3. Tentative goals conference between teacher and supervisor. Work on the planning worksheet. <u>This date is the deadline for either party to opt for Summative evaluation.</u> | June 1 | _____ |

PGO Annual Procedures

- | | | |
|---|---------|-------|
| 1. Teacher and supervisor meet to finalize goal Implementation plan. | Oct. 15 | _____ |
| 2. Teacher and supervisor meet for mid-year conference. | | _____ |
| 3. PGO evaluation option (a) <u>or</u> (b) completed. | Spring | _____ |
| (a) One formal 30 minute observation with written summary using summative observation report form. | | _____ |
| <u>or</u> (b) Two observations totaling 60 minutes with written final evaluation on summative observation report form. | | _____ |
| 4. Teacher and supervisor meet for year-end progress conference and establish tentative goals for next year. | June 1 | _____ |
| 5. Supervisor must file the verification form with the Personnel Office. | | _____ |

APPENDIX D

PGO VERIFICATION INFORMATION
To be completed by employee

GOAL(S)

Goal #1 This goal must be related to teacher performance. (A helpful question to answer when formulating this goal is: How will this goal improve student achievement?)

List other goals below:

Write a brief summary of the progress made towards goal attainment and identify the sources of information (i.e. people, training, research) that you used to obtain your goal(s).

To be completed by supervisor:

___ Summative ___ PGO Supervisor/Teacher Agreement for ___
Year

Reason for teacher being placed on summative evaluation:

Date: _____

Supervisor: _____

APPENDIX E
College Place Public Schools
 Goal Implementation Form

Staff

Member: _____ Supervisor: _____

School Year: _____ Assignment: _____

Work Site: _____

Type of Evaluation: Provisional-Summative Non-Provisional-Summative
 PGO

Goals	Activity(ies), Procedures, Resources for Goal Accomplishment	Anticipated Indicators of Goal Progress and Timeline

Staff Member

Signature: _____ Date: _____

Supervisor

Signature: _____ Date: _____

GOALS MUST BE APPROVED BY: _____ Date Approved: _____

APPENDIX F

College Place School
District

Certified Staff

Quality Standards
and
Performance Indicators

The following eight categories and associated sub-categories are certified teaching staff standards of quality instructional leadership. Along with these standards are performance indicators that serve as signals for obtaining these standards. Numbers identify standard categories and sub-categories. Letters identify performance indicators.

1. **INSTRUCTIONAL SKILL: PLANNING**

- 1.1 **Identifies the learning needs** of individual students;
- A. Engages students in projects requiring knowledge and skills across several content area.
 - B. Plans the use of appropriate diagnostic assessment tools.
 - C. Demonstrates ability to develop “rubrics.”
 - D. Plans “developmentally appropriate” activities.
 - E. Degree of difficulty of the task appropriate for the individual learning need of the student.
 - F. Makes effective use of questioning in lessons.
 - G. Integrates curriculum to make it interesting and meaningful to students.
 - H. Uses thematic unites as organizing principles.
 - I. Integrates workplace readiness skills into content instruction.
- 1.2 Plans and develops a **variety of instructional experiences and strategies;**
- A. Active learner participation and involvement planned.
 - B. If seat work is used, active supervision/assistance provided to insure productivity.
 - C. Variety of grouping strategies planned (cooperative, competitive, individual).
 - D. Higher level thinking required (inductive and deductive reasoning).
 - E. Fun, stimulating, motivating activities, games, simulations.
 - F. Engages students in intellectual conversations.
 - G. Concrete/manipulative experiences incorporated.
 - H. Utilizes various sensory intelligences (visual, auditory, kinesthetic, spatial, musical, physical, interpersonal, intra-personal).
 - I. Provides “creative” learning opportunities.
- 1.3 Evaluates and **selects from available materials** to meet varied student needs and abilities;
- A. Uses a variety of resources, including “hands-on” in addition to the textbook.
 - B. Materials and activities match objectives and student developmental levels.
 - C. Identifies alternative resources.
 - D. Different materials for different learners (re-teaching, remedial, enrichment).
 - E. Plans experiences which incorporate adult volunteers and community resources.
 - F. Makes effective use of district resources.
 - G. Works to incorporate “real life” materials and applications of learning.
- 1.4 Demonstrates an ability to **differentiate curriculum and/or modify lessons to meet a wide range of student abilities; (strategies and content)**
- A. Learning strategies appropriate for different learning styles in the classroom; provides “multiple intelligence” learning opportunities.
 - B. Lessons are neither too difficult nor too easy on an *individual student* basis.

- C. Makes provisions for remedial and enrichment need of students.
- D. Uses different materials and examples to re-teach.
- H. Provides additional time for high need students; re-teaches priority content; reviews throughout the year.
- E. Makes use of tutoring.
- F. Provides options for students in demonstrating knowledge.
- G. Adjusts amount/type of material and type of instruction.

1.5 Plans **assessment aligned with lessons and units; utilizes assessment results in subsequent planning;**

- A. Teaches students scoring systems and how to evaluate their own work
- B. Diagnosis which skills each student has/needs relative to a lesson or unit.
- C. Feedback from students is used for future lesson design.
- D. Returns student assessments in a timely manner.
- E. Modifies resources and activities to increase effectiveness.
- F. Makes use of alternative assessments (variety of evaluation measures).
- G. Creates content rubrics.
- H. Utilizes effective questions strategies; checks for student understanding.
- I. Overt behaviors are measured and recorded.
- J. Checks for student understanding throughout lessons.
- K. Makes use of pre/post tests.

1.6 Takes into consideration the **cultural background** of students when planning learning experiences;

- A. Maintains high expectations for all learners.
- B. Integrates multi-cultural activities throughout the year.
- C. Forms culturally heterogeneous cooperative learning structures.
- D. Conducts activities designed to reduce prejudice and increase empathy among cultures, race, gender, socioeconomic level.
- E. Reviews assessment instruments and methods for cultural, gender, and other biases and makes changes as needed.
- F. Avoids practices detrimental to intercultural relations.
- G. Body language.
- H. Competitive vs. cooperative.
- I. Family values/student contact.

1.7 Applies **consistent grading standards;**

- A. Teachers clearly know what they want students to learn, how they want to assess and set a standard for performance.
- B. Teachers can demonstrate “how” grades are earned.
- C. Teachers are consistent in their application of standards for performance
- D. Teachers create a standard that fit the goal.

INSTRUCTIONAL SKILL: INSTRUCTION

- 1.8 **Implements an instructional plan:**
- A. Clearly states objective(s) of each lesson to students (states why it is useful, ties new to old learning).
 - B. Orients student to lesson (advanced organizer, study questions, prediction).
 - C. Clear, focused instruction, avoids digression.
 - D. Models expectations for students, uses relevant examples.
 - E. Continuously checks for students understanding and modifies instruction accordingly.
 - F. Paces lesson appropriately.
 - G. Expects students to participate
 - H. Uses appropriate guided and independent practice.
 - I. Provides clear, specific directions to students and checks understanding of directions.
 - J. Circulates to provide assistance, immediate feedback for oral and written work and helps students understand and correct errors.
 - K. Makes effective use of homework
 - L. Independent work and homework checked for accuracy.

- 1.9 Uses **principles of learning** to facilitate learning of objectives;

Developmentally appropriate practices:

- A. Task matched to cognitive levels of students.

Motivation:

- A. Active participation by students in the classroom.
- B. Uses students input when determining themes for organizing instruction.
- C. \Challenges students/gives students something worth learning.
- D. Relates to things of personal relevance.
- E. Immediate knowledge of results.
- F. Raises/lowers "level of concern."
- G. Degree of difficulty of task/level of success
- H. Positive feeling tone/students are given choices.
- I. Sense of community/cooperative learning/safe environment.
- J. Meaning and/or interest through novelty or relevancy.
- K. Contingent praise (reinforcement):
 - *positive reinforcement
 - *feedback related to goals and objectives
 - *specific and descriptive
 - *avoid unmerited/random praise
 - *incentive and rewards appropriate

Retention:

- A. Application of information.
- B. Relevance, meaning.
- C. Degree of original learning, modeling.
- D. Feeling tone.
- E. Schedules of reinforcement, practice, review.

Transfer:

- A. Linking new learning to past learning and experience.
- B. Similarity.
- C. Association of two learning.
- D. Critical attributes.
- E. Test meaningfulness by students generating own examples.
- F. Positive and negative examples.

Rate and degree of learning:

- A. Efficient use of class time/time on task.
- B. Monitor and adjust for individual differences; proper level of difficulty.
- C. Student accountability for assigned work.
- D. Practice
- E. Pacing is appropriate for developmental age of students
- F. Expectations.

1.10 Motivates students to **attend to daily lessons** and utilizes strategies that **actively engage students in learning;**

- A. Integrates technology.
- B. Pre-planned questions are asked, provides think time, then randomly calls on a student to respond.
- C. Tasks are matched to the content; success is high.
- D. Makes content interesting, novel, fun (use of humor, body language).
- E. Plans a variety of activities in which students participate.
- F. Plans “hands-on” activities/projects that are shared or used to teach beyond the walls of the classroom.
- G. Seat work is challenging.
- H. Students take responsibility for their own learning.
- I. Cooperative learning structures.
- J. Teaches attending behaviors (eye contact, face speaker, body language, no distractions, etc.).
- K. Moves about room.
- L. Immediate feedback.
- M. Monitors work.

1.11 Organizes and instructs to **maximize student time on task;**

- A. Begins and ends instruction on time.
- B. Circulates, uses proximity.
- C. Transitions are short.
- D. Establishes a process, sets routines.
- E. Avoids “birdwalks.”
- F. Keeps all students on task when working with a small group.
- G. Lessons are well planned, maintains pace.
- H. Holds students accountable for behavioral and academic expectations.
- I. Materials ready.

- 1.12 Uses strategies to **develop higher order thinking skills; uses effective questions** techniques, allowing **“think time”** when questioning students;
- A. Allows students opportunities to use information in diverse ways.
 - B. Allows for student “risks.”
 - C. Probes, redirects, reinforces to improve quality of student response.
 - D. Structures questions to focus on key concepts.
 - E. Incorporates higher cognitive questions 50% or more of the time above elementary level.
 - F. Makes sure low and high achieving students have equal opportunities to respond and equal “wait time.” (3 seconds for lower level questions, 5 for higher).
 - G. Incorporates critical and creative thinking questions.
 - H. *Avoids:*
 - yes – no questions
 - multiple questions, ambiguous questions
 - leading questions (Wouldn’t you say...)
 - questions out of statements (The slope of this line is what?)
 - teacher centered questions (Can someone give me the answer?)
 - answering your own question
 - I. Prepare questions in advance and logically sequenced.
 - J. Asks direct questions to which all students respond individually (on paper, in their minds, to one another signal to the teacher).
 - K. Allows student to student dialogues.
 - L. Asks “open ended” questions.
 - M. Asks questions that allow student self-reflection.
 - N. Uses questions to get feedback on student learning.

2. **CLASSROOM MANAGEMENT:**

- 2.1 **Organizing the physical setting** so that it contributes to learning;
- A. Seating arrangements/material distribution and collection contributes to higher level of engaged learning time.
 - B. Seating arrangement aligned with lesson design, materials and equipment.
 - C. Movement about the room for grouping structure planned.
 - D. Intentional placement of students (homogeneous, heterogeneous, ability).
- 2.2 Maintains **orderly, efficient and clean classroom environment** conducive to learning;
- A. Verbal and visual signals utilized.
 - B. Routines and procedures are taught, practiced, and monitored.
 - C. Transitions time minimized.
 - D. Students make efficient use of instructional time.
 - E. Pacing aligned with developmental level of students.
 - F. Students are taught routines that reinforce cleanliness and organization expectations.
- 2.3 Organizes **individual, small group and large group** learning experiences as appropriate to the student(s), subject matter, and outcomes desired, such as;

- A. Cooperative learning groups (group rewards, individual rewards, and individual accountability).
- B. Peer tutoring (train students to give feedback to one another).
- C. Cross-age tutoring.
- D. Competitive.
- E. Individualized.
- F. Whole group direct instruction:
 - *review and adjust groups when achievement changes
 - *different learning rates accounted for in planning and grouping
 - *maximum participation opportunities planned
 - *variety of group opportunities planned and monitored
- G. Interaction restricted to content.
- H. Lesson formatted for student need rather than teacher need.

3. PROFESSIONAL PREPARATION AND SCHOLARSHIP:

- 3.1 Demonstrates **commitment to school** by working toward continuous school improvement; work productively with colleagues; shares responsibility;
 - A. Teams with other teachers to plan and deliver instruction.
 - B. Shares responsibility for making school wide decisions, demonstrates commitment to shared decisions and goals.
 - C. Supports school decision even when personally hesitant.
 - D. Participates on building level committees.
 - E. Engages in peer coaching /mentoring.
 - F. Tries new strategies/materials in the classroom.
 - G. Voices opinions in professional and constructive manner.
 - H. Suspends criticism (impulsive negativity).
- 3.2 Demonstrates commitment to profession by engaging in professional improvement activities;
 - A. Develops professional improvement goals.
 - B. Takes part in district, ESD, University, Professional Organization training.
 - C. Shares information with staff.
 - D. Growth oriented individual.
- 3.3 Demonstrates **commitment to the profession and its code of ethics;**
 - A. Treats all individuals with respect and dignity.
 - B. Keeps students and student learning as the focus of decision making.
 - C. Resolves conflicts in a mature and responsible manner.
 - D. Participation in district level committees.
 - E. Assists in becoming a “self-regulatory” organization.
 - F. Gives back to the profession in terms of teaching or assisting others.

4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED:

- 4.1 Shows professional **growth to the profession and its code of ethics;**
 - A. Data collected by teacher is evidence of growth.
 - B. Instruction is perceptively changed (style, delivery, content).

- C. Makes use of information gained in the classroom.
- D. Willingness to take “researched” risks.
- E. Teacher artifacts and materials reflect best practice.
- F. Verbalize/explain their level of growth.

4.2 **Responds to recommendations** included in periodic and annual personnel evaluations;

- A. Seeks out and accepts recommendations.
- B. Understands “performance bar” is always rising.

4.3 **Uses self-assessment** to identify strengths, needs, and limitations and takes appropriate actions to facilitate growth;

- A. Writes and works toward yearly improvement goals.
- B. Works toward increased level of teacher reflection.

5. **STUDENT DISCIPLINE:**

5.1 **Recognizes conditions that may lead to disciplinary problems:**

- A. Teaches smooth efficient routines, procedures, rules described in leadership plan.
- B. Provides sound instructional planning.
- C. Transitions smooth.
- D. Gives clear, concise directions, checks understanding.
- E. Avoids interrupting students.
- F. Purposeful assignments, activities, materials.
- G. Students have necessary materials.
- H. Teacher has all materials readily available.
- I. Handles administrative routines quickly.
- J. Teaches social skills and self control skills.
- K. Dignifies students.
- L. Stops misconduct before it spreads.
- M. Demonstrates ability attend to two or more tasks at one time.

5.2 **Establishes clear parameters for student conduct** and makes known expectations;

- A. Establishes and uses a positive classroom leadership plan.
- B. Reviews expectations, practices, re-teaches and monitor.
- C. Establishes standards consistent with the district expectations.
- D. Displays written behavioral standards.
- E. Standards are clear and specific.
- F. Reinforces productive behavior.
- G. Consistent response to rule infractions.
- H. Alerts non-performers in a positive manner.
- I. Makes known leadership plan and the expectations therein to parents.
- J. Monitors behavior and reinforces expectations outside of classroom throughout the district

- 5.3 **Holds students accountable** for expectations;
- A. Establishes expectations for completing assignments, turning in assignments, extra credit, participation in class, etc., within classroom leadership plan.
 - B. Holds high expectations for ALL students learning and behavior.
 - C. Consistent teacher response.
- 5.4 **Develops appropriate strategies for preventing disciplinary problems;**
- A. Utilizes proximity, circulation, eye contact.
 - B. Checks understanding of expectation of leadership plan.
 - C. Involves students in development of behavioral standards.
 - D. Uses low profile controls direct students to task at hand (pull students back in).
 - E. Establishes routines, procedures, and verbal and visual signals.
 - F. Stops misconduct before it spreads.
 - G. Consistently recognizes student's academic achievement and excellent behavior.
 - H. Plans participation opportunities for students.
 - I. Seating arrangements.
 - J. Teaches student responsibility.
 - K. Holds students accountable for behavioral expectations.
 - L. Asks questions, provides thinking time, then calls for a response.
 - M. Avoids birdwalks, minimum time spent on "transitions."
- 5.5 **Responds appropriately to disciplinary problems** when they do occur;
- A. Follows leadership plan and building discipline expectations.
 - B. Consistent, equitable sanctions congruent to leadership plan clearly linked to student inappropriate behavior.
 - C. Focus on specific inappropriate behavior, not on past history.
 - D. Consequences match infraction.
 - E. Private reprimands.
 - F. Progressive discipline.
 - G. Suggests alternative behaviors.
 - H. Parents contacted and involved in the solution.
 - I. Minimal use of class time for management concerns.
- 5.6 **Resolves discipline problems in accordance with law,** school board policy, and administrative regulations and policies;
- A. Supports and implements the building and individual classroom leadership plan.
 - B. Handles most disruptions in regular classroom.
- 5.7 Assists students toward **self-discipline and acceptable standards;**
- A. Helps students solve their own problems (identify problem, expectations, alternatives consequences, reinforcements).
 - B. Works with students to develop an internal focus of control (focuses attention on relationship between effort and achievement).
 - C. Serves as a role model for students.

- D. Systematically teaches appropriate social skills.
- E. Provides structured, motivating, reinforcing environment.

5.8 Facilitates a **positive classroom climate;**

- A. Attends to the psychological needs of students (belonging, power, freedom, and fun) in pursuit of the learning objectives.
- B. Insures mutual respect is demonstrated by students and modeled by the teacher.
- C. Grading practices and rules are fair, objective, consistent with leadership plan and explained.
- D. Builds/maintains a supportive classroom environment.
- E. Students feel safe (physically and emotionally).
- F. Shows warmth and caring for all students regardless of ability.
- G. Honors different student strengths by sharing different products and processes.
- H. Excellence is determined by standards, not peer comparisons.
- I. Compare students with past performances, not always with other students.
- J. Praise is earned.
- K. Learning is challenging, fun, stimulation, and successful.
- L. Students are treated with dignity, dignifies errors.
- M. Teacher communicates high expectations for all students.
- N. Divergent views encouraged.
- O. Extended teacher student contact.
- P. Validation of feedings (good listening skills).
- Q. Display of student work within the classroom and in common areas of the school.

6. **INTEREST IN TEACHING STUDENTS:**

6.1 **Enjoys the process of working with students;**

- A. Demonstrates a high degree of teacher/student interactions.
- B. Attends to student's interest, problems and accomplishments.
- C. Encourages student effort.
- D. Makes eye contact, smiles, gives nonverbal recognition.
- E. Builds rapport with students.
- F. Makes positive comments about student to others.
- G. Works to meet individual student needs.
- H. Demonstrates a positive attitude toward students and teaching.
- I. Volunteers for committees.

6.2 **Listens and responds to student concerns;**

- A. Active listening.
- B. Seeks help for student assistance.\
- C. Questions students.

7. **KNOWLEDGE OF SUBJECT MATTER:**

7.1 **Uses state essential learnings and district curriculum standards** as the foundation for subject matter;

- A. Focuses on learner outcome during the lesson design process.
- B. Implements district goals, objectives and policies.
- C. Prioritizes learning with district curriculum standards and performance indicators as the foundation.
- D. Sequences learning in line with district curriculum standards and performance indicators.
- E. Allocates time based on district curriculum standards and performance indicators.

7.2 **Shows enthusiasm and interest in subject(s) taught;**

- A. Uses district curriculum standards and performance indicators as the foundation for all instruction.
- B. Works with colleagues to improve instruction and content areas district wide.
- C. Provides a variety of experiences for students.
- D. Classroom displays.
- E. Extent and quality of courses taken and professional material read.
- F. Shares professional knowledge with other staff.
- G. Animation, tone of voice, gestures, smiles, laughs are sincere and trust building.
- H. Calls parents for positive as well as areas of concern.
- I. Materials Sought, developed, acquired.

7.3 **Presents content accurately;**

- A. Is able to relate ones subject matter to other disciplines.
- B. Sequential presentations.
- C. Uses other resources to affirm.
- D. Demonstrates ways to verify content (indicates sources).
- E. Does not “cover up” lack of information.

7.4 **Teaches process and skills** appropriate to the **subject** area and to the student **interests and abilities;**

- A. Involves students in meaningful activities.
- B. Assess individual knowledge of students.
- C. Recognizes and teaches to individual differences of students.
- D. Evidence of inductive and deductive reasoning.
- E. Higher level thinking skills embedded in subject.
- F. Identifies and teaches “*study skills*” associated with a subject.
- G. Identifies and teaches “*instructional strategies*” for learning and remembering subject content: particularly to high need students.
- H. Identifies and teaches “*test taking*” skills relative to a subject.
- I. Identifies and teaches “*problem solving strategies*” (examining our own thinking) relative to specific subject.

- J. Identifies and teaches “*problem solving strategies*” and real life applications.
- K. Draws on experiences of students.

8. COMMUNICATION WITH PARENTS:

8.1 “Attempts” to communicate effectively with parents:

- A. Involve parents in giving presentations, serving as an audience for student work/presentations, serving as information resources, etc.
- B. Classroom/district newsletters.
- C. Notes home.
- D. Documented calls.
- E. Parent conferences.
- F. Parent feedback.
- G. Parent surveys.
- H. Offer parents several different options for involvement.
- I. Provide parents with information and techniques for helping students learn.
- J. Encourage parents of ‘high needs’ students to express high expectations for academic achievement and behavior.

8.2 Reports regularly (following district guidelines) to parents regarding student course of study and student progress;

- A. Weekly communication/notes home.
- B. Work samples sent home frequently.
- C. Weekly progress reports sent home and checked for return.
- D. Conference reports.
- E. Alerts parents to difficulties students are having.
- F. Alerts parents to attendance problems.
- G. Encourages parents to keep track of student progress.
- H. Calls parents for positive as well as areas of concerns.

8.3 Addresses parental concerns in a positive and professional manner;

- A. Maintains a “customer service” attitude.
- B. Parent/Teacher meetings.
- C. Informal observations.
- D. Interactions with volunteers.
- E. Parent feedback (verbal or written).

APPENDIX G

REPRESENTATION FEES CHECK-OFF AUTHORIZATION AND ASSESSMENT

Name _____

Address _____

City _____ State _____ Zip _____

To: College Place School District #250

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the charitable organization representation fees equivalent in amount to the membership dues and assessments as certified by the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to the District and the College Place Education Association between August 1 and August 31 of any calendar year, and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

Date

Signature