

**Forks Education Association
Collective Bargaining Agreement
2011-2013
Quillayute Valley School District
No. 402**

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PREAMBLE

This Agreement is entered into between the Quillayute Valley School District (QVSD) Board of Directors, referred to as the Employer, and the Forks Education Association (FEA), referred to as the Association. The FEA is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender will include both the masculine and feminine.

The Employer and the Association recognize their mutual aim is to maintain effective Employer/Employee relationships, and towards that end, the parties, having reached agreements pursuant to RCW 41.59 (Appendix A), The Educational Employment Relations Act, do hereby agree as follows:

ARTICLE I: ADMINISTRATION

SECTION 1: RECOGNITION

A. The Employer recognizes the Association as the exclusive bargaining representative for all full-time professional certificated personnel and all part-time professional certificated personnel holding valid contracts with the District or on leave by Board action. Such representation will exclude the following positions: Superintendent, Principal, Assistant Principal, and Assistant Superintendent. Substitute teachers are also excluded except for the provisions in sections C and D below.

B. When used in this Agreement, the terms employee and educational employee mean any certificated employee and refer to all employees represented by the Association in the bargaining unit as defined above.

C. Certificated substitute teachers who have served twenty (20) full consecutive working days in the same assignment will, from the 21st day of service on, be paid double the regular certificated substitute rate or the substitute's state salary scale placement per diem, whichever is less. One sick leave day per month will be provided, which can be accrued. When it is anticipated that a certificated absence will extend beyond a consecutive 20 day period, and the substitute teacher will assume all the teacher responsibilities, the building principal will provide in writing to the district payroll coordinator that the position is immediately eligible for compensation. Certificated substitute teachers must meet highly qualified requirements if they are employed for a consecutive 20 day period.

SECTION 2: STATUS OF THE AGREEMENT

A. Individual contracts between the Employer and an individual employee will be subject to, and consistent, with Washington State Law and with the terms of this Agreement. Any

individual employee contract will expressly provide that it is subject to the terms of the Agreements between the Employer and the Association. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, will be controlling.

B. This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings between the parties that are contrary to or inconsistent with this Agreement.

SECTION 3: CONFORMITY TO LAW

If any provision of this Agreement is held to be invalid by operation of law, such provisions will become inoperative, but the remainder of the Agreement will remain in full force and effect. The Employer and the Association within thirty (30) days of the date of invalidation, will enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s) unless a postponement is mutually agreed upon.

SECTION 4: PRINTING/DISTRIBUTION OF AGREEMENT

A. Within ten (10) days following the ratification and signing of this Agreement by the parties, the Employer will post in electronic format on the District website copies of this Agreement for each employee; the Association will accept the Agreement on behalf of the employees and will be responsible for distribution.

Upon offering employment, Employer shall provide a copy of this Agreement to the prospective employee

The Employer will ensure all new employees of the District have access to a fully executed copy of the Agreement within five (5) calendar days of their start date.

ARTICLE II: BUSINESS

SECTION 1: ASSOCIATION RIGHTS

A. Inter-school mail, including e-mail and fax machines, and facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official.

B. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings will not interfere with school operations. It is recognized and understood that the superintendent is responsible for District facilities and operations.

Accordingly, the use of District facilities will be arranged in advance with the superintendent or his/her designee. District facilities and equipment will not be utilized for strike actions, slowdowns, picket meetings or any other meetings that may stop or impede normal school operations.

C. The Association agrees to reimburse the Employer for any extra direct costs resulting from Association use of District facilities. Such sum shall not exceed Fifty Dollars (\$50.00) per annum without prior employer notification and mutual agreement.

D. The Association may use school equipment at reasonable times during non-duty hours, provided that such equipment will not be removed from school property and provided such use will not interfere with school operations. The Association recognizes that all equipment in a building is ultimately the responsibility of the building administrator and that:

1. The use is strictly to service the legitimate business of the local Association such as records, notices, correspondence, etc.

2. The purpose is for internal business use of the Association and is not for public distribution.

3. Supplies in connection with such equipment use will be furnished or paid for by the Association.

E. The Association will be responsible for damage resulting from the Association's use of facilities and equipment.

F. The Association may post notices of activities and matters of Association concern on designated bulletin boards in faculty lounges so long as such communications are labeled as Association materials and contain the name of the authorizing Association official.

G. Duly authorized representatives of the Association will be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with, interrupt or affect normal school operations or assigned duties. It is the responsibility of any non-employee Association representative to report to the building principal or designee prior to contacting members in individual buildings.

H. The Association will be given no less than sixty (60) minutes during the first mandatory working day of the year to outline Association programs to all employees within the bargaining unit.

I. The Employer agrees to furnish to the Association, in response to reasonable requests, all available information that is a matter of public record. These materials will be provided to the Association within one week after the request at the expense of the District. This provision will be consistent with policies regarding District patrons.

J. Whenever Association representatives are mutually scheduled with the Employees' representative to participate in negotiations or grievance hearings or other matters pertaining to the administration of this Agreement during working hours, said representative will suffer no loss of pay.

K. Interview Teams

1. In the process of hiring new teachers and/or administrators, the Employer shall make a good faith effort to include Association members of the appropriate grade-level/subject area as willing participants to assist with the interview process. And at least one member of the interview team shall be chosen from such list if they're available. The interview team will submit its recommendation to the superintendent.
2. The Association will supply the Employer a list of employees who will be available for these interviews; however, in the event such an employee is unavailable, Employer may select other available Association Employee(s).

SECTION 2: PAYROLL DEDUCTION

- A. The Association and its affiliates (WEA & NEA) will have the right of automatic payroll deduction of membership dues for certificated employees.
- B. Employees' dues deduction will be subject to the employee signing and delivering to the Employer an Assignment of Wages Form (Appendix B); this form will authorize deduction of membership dues. Such authorization will be irrevocable for the period beginning in September through August of the school year and will automatically continue in effect from year to year unless the employee revokes in writing, with a copy to the Association and the Employer. Such authorization is to be made after August 15th and prior to September 15th of the school year in which the revocation is to take place.
- C. On or before September 15 of each school year, the Union President of the Association shall notify the Employer of the dollar amount per employee of the dues to be deducted under payroll deduction for the school year. All monthly dues will be collected and paid directly through Automatic Payroll Authorization.
- D. If an employee failed to sign and deliver an Assignment of Wages Form as described herein, the Employer will deduct from the salary of such employee a representation fee. The representation fee will be in the amount equal to FEA membership dues, UniServ dues, WEA dues, and NEA dues. Representation fee deductions will be handled and transmitted by the Employer in the same manner as membership deductions, as provided for in this Article. The Employer will submit to the Association a list of employees subject to the deduction for representation fees.
- E. If an employee has chosen not to sign and deliver an Assignment of Wages Form as described herein due to bona fide religious objections, the Employer will direct the employee to seek approval from the Association for religious objector status. If approved, the employee and the Association will mutually determine the non-religious charity to which the representation fee deductions will be sent. The representation fee for religious objectors shall be kept in an interest bearing account by the Association or the Employer until the status and/or charity is approved by the Association.

F. All salaries are subject to payroll deduction for:

1. State Teachers or State Employment Retirement System.
2. Withholding Tax.
3. FICA.
4. Absence not provided for by leaves computed at per diem based on the employee's annual salary for each day's absence.
5. Workman's Compensation.

G. The following deductions may be made if authorized for district employees, (according to RCW 28A.400.250 (Appendix C), and 28A.400.240 (Appendix D):

1. Dues and other Association contributions
2. Additional withholding tax
3. Approved medical plans
4. Salary insurance
5. Tax-sheltered annuities
6. Payments to School Employees Credit Union of Washington
7. Mutually approved insurance programs
8. 125 Cafeteria Plan
9. Deferred Compensation Plan #457

SECTION 3: ASSOCIATION LEAVE

The Association will be granted up to 30 days of paid leave per year, provided that notice for such leave will be given one (1) week in advance, no more than two (2) employees will be on such leave on the same day, and the cost of the substitute(s) will be reimbursed by the Association. A petition for variance in the number of employees taking Association leave may be submitted to the superintendent for his/her consideration and decision. A petition for a change in the number of days or variance in days may be submitted to the superintendent.

SECTION 4: MANAGEMENT RIGHTS

A. The rights, powers, authority and functions of management shall remain exclusively vested in the District, except as expressly limited by the provisions of the Agreement.

B. All matters not expressly covered or treated by the language of this Agreement will be administered by the District.

C. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making such rules and regulations, the District shall give due regard to the rights of employees and to the obligations imposed by this Agreement and the laws of the State of Washington.

SECTION 5: MEETINGS BETWEEN THE PARTIES

A. Monthly Meetings between the Employer and the Association

1. Association representative(s) will meet with the superintendent and/or his/her designated representatives at a scheduled monthly meeting to review and discuss matters covered by this Agreement, general employee/employer relations, and matters that affect instructional effectiveness (such as class size, instructional materials and supplies, building conditions, support services, curriculum articulation and alignment, etc.)

2. Such meetings may be postponed, or canceled, by either party, if mutually agreed.

3. Such meetings are not intended to bypass administrative channels or the grievance procedures.

B. Additional Meetings between the Employer and the Association

1. At the discretion of either party, additional meetings will be scheduled, at a mutually agreeable time, but not later than ten (10) working days from the date the request is made.

2. Such requests shall be in writing and will contain the items of concern.

SECTION 6: SCHOOL IMPROVEMENT TEAM (SIT)

A. Purpose: School Improvement Team (SIT)'s are created to give employees meaningful participation in the decision making process and to facilitate communication and problem solving at the building level. The parties recognize that all recommendations of the SIT may not be possible to implement but agree that serious consideration will be given to their recommendations.

B. Composition: Membership on the SIT will include management and representatives from certificated staff. The SIT may also include a non-certificated staff member, parent, community member, and/or student. There will be a team member from each department, grade level, and/or special interest group, but the total number shall not exceed the number as set forth in Article VIII, Section 8. Members will be selected by

those they represent for a term to be determined by the building as a whole. The SIT will select a chairperson from among its members. Minutes taken at each meeting will be distributed to the building staff and superintendent.

C. Functions and Responsibilities:

1. Each SIT will solicit and consider the points of view of interested parties and will work to attain consensus whenever possible. If consensus cannot be reached, recommendations will be made by the majority vote. The SIT will have the ability to make building decisions on the following matters based on available district resources and final district authority:

- a. building goals/school improvement goals
- b. timely communication regarding building and district initiatives
- c. building budget
- d. student discipline and code of student conduct
- e. staff development programs
- f. scheduling of classes
- g. scheduling of school activities and special events
- h. extracurricular activities

I. problem solving for immediate issues that may arise

2. The SIT will meet regularly at a frequency and time to be determined by the team but not less than once per month.

3. If a recommendation is made which is in violation of a state law or regulation, Board policy or action, the Agreement or an administrative procedure or directive, the Employer and Association will provide assistance to the building in an effort to seek a waiver or to find a manner of implementing the intention(s) of the building in such a fashion so as to avoid the violation. If, however, these efforts are unsuccessful, the parties will not allow the implementation of the recommendation.

4. The SIT is created to coordinate the resources that will help all students meet high academic standards through site based management. The SIT is the umbrella group that oversees the management and coordination of our School Improvement Plan (SIP). The SIP's purpose is to: promote successes, monitor progress, and implement ideas, plans and strategies to bring about increased achievement and partnership.

ARTICLE III: EMPLOYEE RIGHTS

SECTION 1: JUST CAUSE AND DISCIPLINE

- A. No employee will be disciplined without just cause.
- B. An employee has the right to be informed of allegations against him/her within seven (7) working days of the making thereof.
- C. An employee has the right to question his/her accusers (unless it is a minor), within seven (7) working days of the making thereof and to have a representative of their choice present at such time. In the case of accusation by a minor, then the minor will be questioned by the appropriate authorities or representatives of the Board and the Association.
- D. An employee has the right to present evidence in his/her defense.
- E. An employee will be advised by administration of right of representation prior to any disciplinary situation/action that may adversely affect his/her employment status. When the teacher requests such representation, no action will be taken with respect to the teacher until such representation is present.
- F. The Administration agrees to follow a practice of progressive discipline. Any disciplinary action taken against a teacher will be appropriate to the behavior that precipitates the action.
- G. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

SECTION 2: WORK STATION VISITATION

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

- A. All visitors to a school and/or classroom work station(s) will report to the school office to announce their presence.
- B. The principal or his/her designee will contact the teacher in person or by phone to determine if a visit at the present time would be in the best interest of the students.
- C. If the visit is approved, a pass will be issued for the visitor.
- D. In the event the visit needs to be postponed, the visit will be rescheduled.
- E. If visitors arrive unannounced, the teacher will immediately direct them to the office.

SECTION 3: NONDISCRIMINATION AND NON-RESTRICTION

- A. The parties agree to comply with federal and state laws requiring non-discrimination.
- B. Nothing contained in this Agreement will be construed to deny or restrict to any employee rights he/she may have under the laws of the State of Washington and of the United States or WACs except as limited by binding arbitration of grievances.
- C. The private and personal life of any employee is not within the appropriate concern or attention of the employer unless it affects general teaching performance.
- D. The Employer will not interfere with the legal rights of employees to organize, join and support the Association. The Association further recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- E. An employee will have the right to have an Association representative present during any conference.
- F. Whenever possible, potentially difficult conferences and/or communication should be held at the end of the employee's workday.

SECTION 4: PERSONNEL FILES

- A. Employees or former employees will, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references transmitted by the Employer, except closed references requested by the employee. Upon request, a copy of any document(s) contained therein will be afforded the employee at the employee's expense. The Employer will keep no secret personnel files. This will not limit the right of a supervisor to maintain a working file for the purpose of evaluation, provided that the contents of such file will be limited to pre- and post- observation notes, conference notes, and evaluation reports within the previous and current school years. Such working files and copies thereof shall be made available to the employee or his/her designated representative immediately upon request; a separate file for processed grievances will be kept apart from the employee's personnel file and will be open for inspection by the employee.
- B. Each employee's personnel file should contain the following minimum items of information:
 - 1. The employee's evaluation reports,
 - 2. Copies of annual contracts,
 - 3. Teaching certificate,
 - 4. Documentation of highly qualified status
 - 5. A transcript of academic records.

C. No evaluation, correspondence or other material making any reference to an employee's or former employee's competence, character or manner will be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own written comments. The Employee shall be notified within ten (10) working days after receipt of any material.

D. The employee will acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not indicate agreement with its content.

E. Any derogatory statements from non-administrative sources will only be placed in the personnel file after the employee's supervisor has made an investigation. If the supervisor judges the facts are substantiated, then an account of the investigation and finding will be included with the statement; otherwise the material will not be included in the file.

F. Any employee inspection of his/her personnel file will be with an Employer representative present. At the employee's request, anyone may be present at the review. Personnel files will be open to the public only as required by law.

G. After two (2) years, an employee may request to have derogatory material removed from the personnel file. The Employer retains the discretion to maintain or remove such material. (Issues of sexual misconduct must be retained.) Upon mutual agreement by Employer and Employee, such material shall be removed within five (5) working days.

SECTION 5: STAFF PROTECTION

A. Liability Insurance: The Employer, in accordance with RCW 28A.400.370 (Appendix E), shall provide and agrees to maintain at least the present level of coverage for the duration of this Agreement. Employees should contact their immediate supervisor for procedures to effectuate the utilization of such insurance.

B. Personal Property Insurance: The Employer will provide insurance for any clothing or other personal property damaged, destroyed or stolen as provided by RCW 28A.400.370 (Appendix E). The Employer will provide the primary coverage and pay any deductible. However, personal items used for educational instruction will not be covered unless the employee has written authorization from the superintendent or designee to have the property at school.

C. Time Loss Compensation: The Employee initiates and the Employer facilitate the application for workmen's compensation for injuries or a medical condition incurred within the scope of employment. Employees should contact their immediate supervisor for utilization of such procedures. Whenever an Employee is absent from work, as a result of an on-the-job injury or an occupational disease or health related issue, the

Employee will be paid in accordance with state law. An Employee may not receive both full sick leave and full time loss payments except for separate contractual benefits.

SECTION 6: ASSIGNMENT/TRANSFERS

A. The Employer will make grade, subject and activities based on needs of the Employer, and consideration will be given to the employee's professional training, experience, specific achievements and service to the Employer.

B. All employees will be subject to involuntary transfer, provided they are qualified to fill the position. It is understood that instructional requirements and best interest of the school system and pupils will be considered. Reasons for the involuntary transfer will be discussed between the supervisor and the employee prior thereto the involuntary transfer. At such time as the transfer occurs, or within five (5) working days of notification of an involuntary transfer, the Employer shall provide to the Employee or his/her designated representative, in writing, the basis for such action.

C. All employees presently employed will be given written or verbal notice of their specific assignments for the forthcoming year not later than the last day of school. Such notification will include position, grade-level, or class or subject. Should the assignment be altered after August 1st, the employee will be given three (3) days before school starts for moving and/or planning for the new assignment and paid at his or her per diem rate.

D. An Employee being involuntarily transferred to another elementary or middle school grade level, another building or classroom will be given two (2) staff days at his/her per diem rate or provided with release time at the discretion of the building administrator for moving and preparation prior to the arrival of students. Additional days may be provided for abnormal circumstances. District custodial assistance will be provided to complete the physical moving of instructional supplies/materials from classroom to classroom.

E. The individual employee may initiate request for reassignment and transfers. To facilitate the reassignment process, whenever a professional position becomes vacant the employees will be given notice of such vacancy through District staff bulletins. Any employee wishing to be notified of vacancies occurring during the summer will leave written notice at the administration office prior to the close of school. The employee will be notified of the position and application procedure.

F. Vacancies on the professional staff will be filled according to the following priority:

1. Any newly created position or district-identified vacancy will be posted throughout the District.
2. The district-wide posting will be prior to the hiring of any person either from within or without the district.
3. Prior to placement of an individual from outside the District, the superintendent or designee will review requests for transfer from employees desiring transfer.

4. All employee applicants who meet the minimum qualifications will be given first consideration over outside applicants. Such procedures shall be in alignment with Article V Section 2 (B) 5 hereof.
 5. Employees will be notified of acceptance or rejection.
 6. Reasons for rejection will be explained if requested.
 7. Public notice of District vacancies will not be released prior to an in-district decision when the vacancy occurs before the first week of May.
 8. After the first week in May, advertising for positions will be done simultaneously, in District and out.
- G. Individual contracts will be issued within five working days of when the governor signs the omnibus budget for the current legislative season and will be returned within five calendar days.

SECTION 7: EMPLOYEE FACILITIES

A. Each administrative unit will have the following facilities and equipment for the exclusive use of employees in the administrative unit:

1. Space in each classroom to store instructional materials and supplies that the teacher and students use on a day-to-day basis.
2. A furnished staff lounge and dining area, equipped with a telephone for local calls, for the exclusive use of staff.
3. A work area containing equipment and supplies to aid in the preparation of instructional materials.
4. A serviceable desk and chair and a filing space in each teaching station.
5. A well-lighted and clean restroom, separate for each gender and separate from student restrooms, as facilities allow or new facilities are built.

B. The Employer will provide supplies and equipment as financial resources allow. In the event of a budget freeze, any Employee may request funds for budgeted expenditures that are critically necessary for classroom operation through the building administrator.

C. The Employer will provide a safe and healthful working environment. Certificated staff will be provided with immediate notice when they are potentially exposed to contagious diseases and illnesses and they will be instructed as to prevention from the disease or illness.

ARTICLE IV: EVALUATION/PROBATION

SECTION 1: PURPOSE

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas through the systematic assessment of the instructional program.

SECTION 2: PROCEDURE

A. The principal or designee in each school in which the employee works will evaluate each employee. If an employee works in more than one (1) building, one (1) evaluator will be designated by the superintendent to conduct the evaluation. In this event, the evaluator will conduct at least one (1) observation of the required two (2) in the building where the supervisor resides.

B. No member of the bargaining unit will evaluate any other member of the bargaining unit nor will any member of this bargaining unit evaluate a classified staff member. This language does not apply to evaluations within the Forks Coaches Association.

C. Nothing in this section will preclude an employee from serving as a mentor to another employee for the singular purpose of the improvement of instruction - if mutually agreed between the evaluator and the employee.

D. No evaluation conference will be used as a forum to formally discipline employees.

SECTION 3: REQUIRED EVALUATIONS

Annually, employees will be observed a minimum of sixty (60) minutes prior to the formal evaluation conference, with no required observation being less than thirty (30) continuous minutes in length; except as provided for in Section 6 below. The first observation of continuing employees will be completed by December 5th, and the second observation of continuing employees will be completed by May 15th of the school year. For provisional employees, a formal evaluation conference will be held within the first ninety (90) calendar days of employment, but in no event later than December 5th, and May 15th of the school year. For all other employees, the formal evaluation conference will be held by June 1st.

SECTION 4: OBSERVATIONS

Observations, where appropriate, will take place under a variety of circumstances (for example, different subject areas, different instructional methods, and different times of the day, week and

year). The evaluator will utilize the evaluation criteria listed on the Teacher Evaluation Form (Appendix F) as the basis for the observation. Following an observation, the evaluator will document the results, and provide the employee a copy within three (3) days after the observation. Each employee will conference with his/her evaluator either following receipt of the observation summary or at a time mutually satisfactory to the participants. During such conference, the parties shall discuss strengths and areas for potential growth observed. Upon request of the Employee or Employer, a pre-observation conference will be held between the evaluator and the employee prior to the employee's first observation to apprise the evaluator of the employee's objectives, methods and materials planned for the situation to be observed.

A. The evaluator will, in the process of observing and evaluating an employee, take into consideration and note in writing any circumstances that may adversely affect an employee's performance, provided that the employee has communicated such information to the evaluator beforehand.

B. The evaluator will complete no evaluation report without incorporating all observation reports prior to the date of completing the Teacher Evaluation Form. Such evaluation forms shall be consistent with the teacher's areas of expertise. (Appendices F through K) Attached hereto, and incorporated herein by reference. This provision shall include any "Short Form" or "Professional Growth Option" evaluation as may be elected pursuant to Article IV, Section 6 hereof.

C. Learning Walks will be non-evaluated observations, and staff will be notified in advance. The purpose of the Learning Walks is to gather data related to instructional practices and provide opportunities for teachers to have meaning conversations and reflect on their work. School authorized individuals on Learning Walks will not be considered visitors.

SECTION 5: EVALUATION REPORT

A. The principal or immediate supervisor will complete the Teacher Evaluation Form (Appendix F) for the employee's personnel file by June 1st.

B. The employee shall receive a copy of the final Teacher Evaluation Form two (2) days prior to the post evaluation conference unless otherwise agreed. The employee's signature on the Teacher Evaluation Form (Appendix F) does not necessarily indicate concurrence with the evaluation; the employee will sign the document to indicate receipt of the evaluation document. The employee has the right to attach a written statement within ten (10) days of receipt.

C. Distribution of the final Teacher Evaluation Form (Appendix F) will be as follows:

1. Original - school district personnel file
2. First copy – principal
3. Second copy - employee

D. The Teacher Evaluation Form (Appendix F) contained in the Appendices of this Agreement will be the only forms used for evaluations of employees covered by this Agreement.

E. All employees will be evaluated in accordance with the criteria set forth in the Appendices of this Agreement. All evaluations will be documented on the Teacher Evaluation Form (Appendix F), will acknowledge the strengths and deficiencies, if any, of employees and will also acknowledge supportive information for the conclusions made by the evaluator. If any indicator is checked as "indicator needs improvement," a written narrative explanation will be included with suggestions on how to improve performance to meet indicator. An indicator shall not have both Needs Improvement (NI) and Indicator Met (IM) marked.

F. Certificated support personnel are subject to all sections of Article IV Evaluation/Probation, with the following exceptions:

1. The criteria for evaluation will be those listed on the Certificated Support Personnel Teacher Evaluation Forms, specific to their job assignment (see Appendix L). If in the judgment of the evaluator, specific criteria on the form do not apply to a particular support employee, such will be indicated in the "does not apply" column by the evaluator.

2. During each school year, certificated support personnel will be observed for the purpose of evaluation at least twice in the performance of their primary work assignment. Total observation time will not be less than one (1) hour. At least one (1) observation will be for a minimum of thirty (30) minutes.

SECTION 6: SHORT FORM OF EVALUATION

After an employee has four (4) consecutive years of satisfactory evaluations under the provisions of this agreement, the principal or immediate supervisor of such employee may:

1. Elect to use a short form of evaluation provided the requirements of RCW 28A.405.100(5) (Appendix M) are fully met. The short form of evaluation will consist of a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the evaluation criteria and at least two (2) observation periods during the school year totaling at least sixty (60) minutes, without a written summary of such observations being prepared.

2. The employee may elect to have a Professional Growth Option (Appendix N) or a Short Form Evaluation. In the event that the employee elects the Professional Growth Option, the employee may request or apply for cost reimbursement through the School Improvement Team.

However, the normal evaluation process set forth in the preceding provisions of this Article will be followed at least once every three (3) years for each employee. The short form evaluation

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

SECTION 7: PROBATIONARY PROCEDURE

A. The probationary procedure, as set forth in this Agreement, will provide an employee with assistance in the improvement of performance relating to the instructional program.

B. All provisional employees are afforded no greater employment rights than prescribed by RCW 28A.405.220 (Appendix O).

C. If it becomes necessary to place a non-provisional employee on probation, such action will be in accordance with this Article and the adopted evaluation criteria (refer to Appendices F-K).

D. Such probationary period will begin no sooner than October 16th and no later than February 1st and will end no later than May 1st of the same year. The probationary process is to be implemented and completed within this time frame. In carrying out the probation procedure, the following steps will be followed:

STEP 1

The principal or immediate supervisor will meet with the employee in an attempt to resolve matters, relating to performance before probation is recommended. This conference will be held before the date of the formal evaluation and in no case later than January 25th. The employee will have an opportunity to have an Association representative in attendance at the conference.

STEP 2

If an employee is being considered for probation, the recommendation to the superintendent for probationary status must be made in writing and a copy of that recommendation be sent to the employee. The recommendation for probation will include a specific and reasonable program for improvement as follows:

1. A specific definition of the problem in terms of instructional deficiency;
2. A statement of reasonable expectations delineating what levels of performance will constitute acceptable performance in the deficient areas; and
3. Any prepared plan of improvement as provided for in this section will include specific, reasonable, written recommendations for improvement. Definite positive assistance, material resources, and consultant resources will be provided when necessary and reasonably available to implement the recommendations for improvement. If such resources are necessary, but not available, then the recommendation for improvement will be stricken from the plan.

STEP 3

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

1. A specific definition of the problem in terms of instructional deficiency;
2. A specific set of expectations delineating what would constitute acceptable performance in the problem areas defined;
3. A prescription for remediation that spells out courses of action and time expectations so the employee can reach an acceptable level of performance;
4. A prescription for assistance by the principal or immediate supervisor that spells out courses of action whereby the employee's performance is brought to an acceptable level; and
5. 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/her area(s) of deficiency.

STEP 4

1. At or within two (2) days of the delivery of a probationary letter, the principal or immediate supervisor will hold a personal conference with the employee to discuss the performance deficiencies and the remedial measures to be taken as outlined in the probationary letter.
2. During the probationary period, the principal, immediate supervisor or other mutually agreed upon evaluator will meet with the employee at least twice monthly at mutually agreed upon times to supervise and make a written evaluation of the progress, if any, made by the employee. The employee will be given a copy of the written evaluation of the progress. At such meetings, the employee may have representative of his/her choice present.
3. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas defined in his/her notice of probation.

STEP 5

Unless the employee has previously been removed from probation, the principal or immediate supervisor will submit a written report to the superintendent, with a copy to the employee, prior to the end of the probationary period established in Step 3. This report will identify whether the performance of the employee has been improved and will set forth one of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employee's contract; or
4. However, prior to submission of such recommendation, the employee shall be given 10 (ten) working days to attach a rebuttal document.

SECTION 8: ACTION OF THE SUPERINTENDENT

Following a review of the report submitted pursuant to Step 5, the superintendent will determine which of the alternative courses of action is proper and will take appropriate action to implement such determination. In any case, the superintendent will notify the employee in writing no later than May 15th of the state of his/her contract renewal.

ARTICLE V: LAYOFF AND RECALL

SECTION 1: PROGRAMS, SERVICES, AND STAFF RETENTION

A. Prior to May 15th, the Board of Directors will 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.

B. If it is determined that such financial resources are not reasonably assured for the following school year, the Board will adopt a modified educational program developed by the administrative leadership team with input from FEA. Upon receipt of notice from the Board of probable cause for program modification, the Superintendent shall provide written notice to FEA and request input for program modification.

1. The modified educational program will be based on the district focus and goals.
2. The Board will 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.

3. In the event the Employer determines that probable cause for layoff exists based on a lack of sufficient funds, or a loss of levy election, the non-renewed employee(s) will receive a notice of probable cause pursuant to RCW 28A.405.300 (Appendix P) or 28A.405.210 (Appendix Q). The employee, with the exception of a provisional employee, may appeal any said probable cause determination directly to the superior court of the county in which the District is located. Such appeal will not impede the District from continuing its implementation.

SECTION 2: ADMINISTRATIVE PROCEDURES

A. Programs and Services

1. If educational programs and services of the District are to be modified because of a lack of financial resources the following guidelines will be taken into consideration in determining the programs and services to be retained, modified, or eliminated.

- a. High priority will be given to maintaining reasonable pupil/teacher ratios in the classroom as determined by the current Legislative funding formula of said school year.
- b. When revenues are categorical and depend on actual expenditures rather than budget amount, every effort will be made to maintain these programs, where reasonable, to the limit of their categorical support (for example, vocational education, federally supported programs, etc.).
- c. High School course offerings required for graduation will be retained.

2. The Association shall have the opportunity to make recommendations to the Employer about possible program and service modifications prior to April 15th.

B. Staff Retention

1. In the event there is modification of programs and services for financial reasons, the number of certificated personnel required to implement the modified educational programs and services will be determined as provided in this Section by May 15th.

2. In an effort to eliminate the necessity of non-renewal or involuntary terminations, every reasonable effort will be made to ascertain the number of certificated positions that will be open for the following school year by reason of normal attrition as outlined below. Such vacancies will not be replaced except as indicated in c below.

- a. Voluntary and mandatory certificated personnel retirements.

- b. Certificated personnel resignations.
 - c. Transferring currently employed certificated staff members within the District unless by reason of certification, endorsement, training or experience, no qualified person is available to fill vacant positions.
3. To ensure that the certificated staff recommended for retention will be qualified to implement the educational program determined by the Board, all certificated employees must possess such valid Washington State certificate(s) or endorsements as may be required for the position(s) under consideration. In addition, to allow for the least disruption of the on-going program and to provide for the least deviation from the present assignment of personnel, teachers (including administrators) will be grouped district-wide in separate categories as follows:
- a. Elementary school - grades K through 5
 - b. Middle school - grades 6 through 8
 - c. High school - grades 9 through 12
4. Each certificated employee will, in accordance with the criteria set forth in paragraph 5, be considered for retention in the category or specialty held at the time of the implementation of these procedures, and in addition, in such additional categories as any such employee may designate in writing to the superintendent, provided that in order to qualify for consideration in any such additional category, the employee:
- a. Must have had a minimum of one (1) year full-time professional experience teaching within the last six (6) years in each such additional category, or
 - b. The employee must have the equivalent of a college minor (15 quarter hours or 10 semester hours or endorsement)
 - c. Any written designations for consideration in additional categories will be submitted within five (5) days after any request for such information is made by the superintendent. Employees will only be considered for additional categories under this paragraph if they do not qualify for retention in the category held at the time of the implementation of these procedures.
5. Certificated employees will be recommended for available positions within each category or specialty on the basis of District affirmative action goals, seniority

(years of experience) as a certificated employee in education, within Washington State, as recorded in the District Superintendent's office.

- a. Within each category, the senior employee(s) will be recommended for retention if the category is not eliminated.
- b. If ties exist, the preferences will be given to the employee(s) that is (are) the farthest to the right in horizontal placement on the salary schedule as credited by the District Superintendent's office by September 25th on the current salary schedule.
- c. If ties still exist, preference will be given to the employee(s) who has (have) the ability to handle extracurricular activities in addition to their teaching assignment, the ability to handle both teaching and administrative duties where a need for flexibility exists, or the ability to be involved in several programs or departments where a need for flexibility exists.
- d. If ties still exist, the preference will be given to the employee(s) within the tie situation drawing a piece of paper with a number on it.

6. In the event the Employer determines that probable cause for lay-off exists, each certificated employee in the District will be listed in conformance with all provisions in Section B: 3, 4, and 5.

- a. The list will be ordered from the highest rating (with respect to the criteria) to the lowest.
- b. Every certificated employee to whom this policy applies shall be provided with the seniority list annually by October 1st by the posting thereof on the District's website.

1. In the event the Board approves a resolution of Program Modification, the Superintendent's office shall post the seniority list upon the District's website, upon which that employee's name appears, along with the number of certificated employees projected to operate the District's proposed program

c. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the superintendent his/her objection to the ranking order.

1. The employee may request consideration for the modification of the ranking order based on the information in the Employer's possession.

2. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified.
3. If the superintendent rejects the individual's requests for modification of the list, he/she will do so in writing, and provide the individual and the Association with copies thereof.
7. Prior to May 15th of the year immediately preceding the school year in which the modified educational programs will take effect, the name(s) of certificated personnel to be non-renewed or terminated, if any, will be identified and submitted to the Board for approval and action under RCW 28A.405.210 (Appendix Q). The superintendent has the discretion of granting time for the purposes of interviewing for other positions once personal leave days have been exhausted
8. All certificated personnel who are not recommended for retention in accordance with these administrative procedures will be terminated from employment and placed in an employment pool for possible re-employment.
 - a. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties for which they are qualified.
 - b. If more than one such employee is qualified for an open position the employee that was last non-renewed or terminated will be first offered such position.
9. When a vacancy occurs, for which any person in the employment pool qualifies, notification from the Employer to such individual will be by certified or registered mail, or personal contact by the superintendent or his/her designee. Such individual will have five (5) calendar days from receipt of the letter or from the date of the personal contact to accept the position.
10. If an individual in the employment pool fails to accept a position for which he/she is eligible, pursuant to this policy, such individual will be dropped from the employment pool.
11. At the end of the school year in which any modified educational program is to be implemented, certificated staff members remaining in the employment pool will be offered contracts for available certificated positions for which they are qualified.
12. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool will be re-established for one (1) additional year.

13. The Employer will utilize employment pool personnel as substitute teachers on a first priority basis.
14. Certificated personnel within the employment pool may pay their total medical insurance premium to the Employer, and in turn, the Employer will forward the money to the appropriate medical payment center so that the member of the employment pool and/or his/her dependents will be included within the group medical insurance.
15. Any member of the employment pool who accepts or signs any contract with an educational institution will disqualify himself/herself from the employment pool.
16. All benefits to which an employee was entitled at the time of layoff will be restored upon return to active employment.

ARTICLE VI: INSTRUCTION

SECTION 1: ACADEMIC FREEDOM

A. Academic freedom is the right of employees to encourage freedom of discussion of controversial questions and non-controversial questions in the classroom by studying, investigating, presenting or interpreting facts, information and ideas. This right is guaranteed to all employees provided that:

1. Issues discussed are reasonably relevant to the subject matter of the course being taught.
2. They are presented in an objective manner with due regard for the maturity level of the employee's students.
3. They are consistent with Board Policy Number 2331 (Appendix R) as developed in consultation with teachers.
4. Clearly questionable matters concerning the appropriateness of the issue and the maturity of the students will be referred to the principal for consultation and decision in accordance with Board Policy Numbers 2020 (Appendix S) and 2331 (Appendix R).

B. No mechanical device will be used for the purpose of audio or video recording of the procedures and discussion in any classroom unless mutually agreed upon by the employee and supervisor.

SECTION 2: CLASS SIZE

Class size concerns may be dealt with by the following procedure:

- A. By the beginning of the third week of school, teachers will report overloaded grade/class levels to the principal.
- B. At the Leadership Team meeting immediately following the above report, the principal will report the situation to the superintendent.
- C. Within a week of the above Leadership Team meeting, the principal will meet with and report back to the teachers of the affected grade/class level the decision of the superintendent.
- D. By the school board meeting immediately following the above report, the teachers of the affected grade/class level may request inclusion on the board meeting agenda and report directly to the Board.

SECTION 3: BUS & RECESS DUTIES

Employees will not be required to perform bus or recess duties, except in the case of a bona fide emergency. Further, except in the case of levy loss situations, the Employer will guarantee that prior to assigning an employee to bus or recess duties, it will make efforts to find a suitable replacement that is not a certificated employee.

SECTION 4: STUDENT DISCIPLINE

- A. The Employer will expect acceptable behavior on the part of all students who attend schools in the District. Discipline will be enforced fairly and consistently.
- B. The Employer will support and uphold certificated employees in their efforts to maintain discipline in the District. The authority of employees to use prudent disciplinary measures for the safety and well being of students and employees is supported by the Employer.
- C. The Employer will support and uphold certificated employees in the exercise of authority by an employee to control and maintain order and discipline.
- D. Each employee will be advised of any complaint from an identifiable source made to the principal or other school district administrator regarding the employee's discipline of students. The employee will be given the opportunity to present his/her version of the incident and to meet with the complaining party in the event that any conference with the complaining party is arranged.
- E. By May 1st, the staff and administrator(s) at each site will review their building disciplinary plan and current teacher and student rights handbooks and prepare such handbooks for the succeeding year. The building plan and teacher handbooks will include procedures to be followed in the case of verbal or physical assault on employees by non-students. Also, the Employer will hold building-level meetings for employees covering applicable federal, state and local laws and district rules, regulations, and procedures

related to student discipline and employee safety. Each employee will be provided a copy of the building discipline plan.

F. Teachers will be notified before any student is admitted into a class after having committed physical or verbal assault upon any employee or if the student has a known, documented history of violent or threatening behavior. A functional behavior assessment will be completed to assist with the development of a behavior plan. A plan of action for behavior improvement and specific behavior expectations will be developed by the principal and/or designee and/or the appropriate teacher. This plan will be in effect prior to the student admission to class. In addition, any teacher may request a similar plan of action for any chronically disruptive student.

G. Any employee who is threatened with physical harm by any person or group while carrying out assigned duties will immediately notify the administration and, if necessary, the appropriate law enforcement authority. Immediate steps will be taken by the administration in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts

H. Employees will have the right to exclude a disruptive student from their classroom for the balance of any class period. Such student may not be returned to that classroom without a conference being scheduled within the next five (5) school days between the employee, the student, the appropriate administrator and, if appropriate, the parent or guardian of the student; and until a satisfactory program has been established to prevent reoccurrence, to assure health and safety of everyone involved, or that otherwise satisfactorily deals with the problem.

I. The Employer will print the following notices in each student handbook: "It is a misdemeanor for an individual to physically or verbally abuse, intimidate, or interfere with an employee of this school within the performance of such employee's duties. If students willfully or maliciously damage or destroy school or employee property, their parents and guardians will be held liable for such damages."

J. All provisions of this section are conditional upon implementation of student discipline consistent with federal and state laws and Board Policy.

SECTION 5: EMPLOYEE TRAINING

A. A budget allocation of at least \$30,000 per year for the duration of this agreement will be distributed on a per FTE-basis within each building budget for the purpose of providing staff development in alignment with district goals and priorities, and SIP within the employee's area of professional expertise. Employees wishing to apply for staff development funds should complete an Application for Staff Development Funds (see Appendix T) and submit it to the SIT. Each building's SIT will distribute funds for activities supporting the building goals as defined by the building plan and/or activities that support the employee's area of professional expertise. Extracurricular training and

workshop/clinic attendance is not an allowable expenditure of these funds. This budget allocation is to fund all costs of a staff development activity including, but not limited to, substitutes, travel, registration, meals/lodging, and compensation for any time approved by the respective SIT. Application for monies for activities outside the scope of this section may be made to the building principal. Employees who have been approved for reimbursement or advance travel funds shall be paid in accordance with Board Policy #6213 (Appendix U).

B. Unspent funds shall be carried over to a subsequent budget year with the approval of the superintendent on or before June 1st of each year, unless, upon a showing of good cause the superintendent reallocates said funds.

C. It is recognized that effective training programs are necessary to provide continuing opportunities for the growth of employees. Therefore, the Employer will survey employees to determine employee development needs. Such surveying, planning, and implementation may be with the assistance of other agencies, or colleges and universities.

D. Employee development activities may cover the following areas:

1. Release time for classroom observation and visitation
2. Release time for training
3. Workshops and classes designed to meet student needs
4. Consultant and material assistance for staff involved in curriculum innovation and change
5. National Board Certification or additional endorsements

E. The Association may recommend to the Employer topics for after-school courses, workshops, conferences and programs designed to improve the quality of instruction.

SECTION 6: SPECIAL EDUCATION, MIGRANT/BILINGUAL RELEASE TIME

Special Education, Migrant/Bilingual Education teachers will receive up to five (5) days per year of release time per teacher, authorized by the Student Services Director and the Substitute Coordinator (see Appendix V).

SECTION 7: PARA-EDUCATOR EVALUATIONS

Employees who are assigned a Para-Educator may provide input on the Para- Educator's evaluation. This input will not be used as the evaluation instrument (Appendix L).

ARTICLE VII: LEAVES

SECTION 1: GENERAL PROVISIONS

A. When an employee must be absent due to an unexpected illness or injury, the employee must notify the District not later than 7:00 a.m. of the first day of illness. If the absence may be for consecutive days, the Employer should be notified of the probable date of return.

B. The Employer may request a physician's statement for any absence of more than six (6) consecutive school days.

SECTION 2: SICK LEAVE

A. At the beginning of each school year, each employee will be credited with an advanced sick leave allowance of twelve (12) days with full pay to an accumulative maximum of one-hundred-eighty (180) days.

B. Deductions from sick leave may be taken for the following reasons:

1. Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health, maternity/paternity, quarantine or other disability.
2. Adoption leave will be granted with pay up to ten (10) days and will be deducted from sick leave.
3. Absence caused by illness, injury or doctor/dental/optical appointments for immediate family (spouse, child, or legal dependent).
4. Business/Emergency Leave may be granted by the superintendent and deducted from sick leave accumulations under the following conditions:
 - a. The problem must be suddenly precipitated and of such a nature that preplanning is not possible or where preplanning cannot relieve the necessity of the employee's absence.
 - b. The problem cannot be one of minor importance or of mere convenience for the employee.
 - c. Emergency leave will apply in the case of serious illness in the immediate family to include spouse, son, daughter, mother, father, sister, brother, grandparent, grandchild, step-parent, parent-in-law, foster son or foster daughter, step-son or step-daughter, step-sister, step-brother.
 - d. In the event of a wedding or graduation after personal leave has been exhausted.

SECTION 3: SICK LEAVE CASHOUT

A. Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, unused sick leave days may be cashed out in January of any school year, provided a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days for each day compensated.

B. The number of days of sick leave that may be cashed out annually is equal to twelve (12) less any days used for sick leave between January 1st and December 31st of the previous calendar year. Annual sick leave cash-out may not reduce the number of accumulated sick leave days to less than sixty (60).

C. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate will receive re-numeration at a rate equal to one (1) day's (1/180) current monetary compensation of the employee for each four (4) full days' accrued sick leave for illness or injury.

SECTION 4: LEAVE SHARING

A. An employee who has an accumulated sick leave balance of more than sixty (60) days, pursuant to Section 3, Subsection A above, may request the superintendent to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing. In no event may an employee request a transfer that would result in his/her sick leave accumulation going below twenty-two (22) days. Such a transfer of leave must be made for the benefit of a designated employee.

B. In addition to the requirements of Section 3, Subsection A above, to be eligible to use leave transferred hereunder, an employee must suffer from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which is likely to cause the employee to go on leave without pay or to terminate employment.

C. Transferred days will be deducted from the employee's sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days were transferred.

D. The value of the leave transferred will be based on the leave value of the person receiving the leave, except when the leave is being donated to a classified employee. In that situation, the value of the leave will be on a dollar-for-dollar basis. In situations where more than one (1) employee is offering to transfer sick leave to another employee, sick leave transfers will be implemented in an equitable manner.

E. This section will be implemented consistent with RCW 28A.400.380 (Appendix W) and any applicable WAC regulation, 392-126 (Appendix X).

SECTION 5: TEMPORARY DISABILITY LEAVE

A. Temporary disability leave without compensation may be granted for illness, injury, surgery, or other disability and will only be granted for the period of actual disability or the remainder of the current school year, whichever is less time.

B. An employee will notify his/her immediate supervisor of his/her request for temporary disability leave. If possible, such notification will be made thirty (30) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional program, the desire of the employee and employee's attending physician, by providing the Employer with a physician's certificate giving dates (or approximate dates) upon which the absence will begin and end, if so requested by the Employer.

SECTION 6: FAMILY MEDICAL LEAVE

The District will comply with the provisions of the Family Medical Leave Act and Board Policy.

SECTION 7: BEREAVEMENT LEAVE

Leave with pay will be granted for up to five (5) work days for absence due to death of a significant person in the employee's life. No deductions will be made from accumulated sick leave in this instance. If more than the five (5) days is needed, other leave provisions may be available. Bereavement leave is accessible on a case-by-case basis and is not cumulative.

SECTION 8: JUDICIAL LEAVE

Leave of absence will be authorized for subpoenas in any action that the Employer is not an adverse party and for jury duty. Employees may secure support from the District office in seeking relief from jury duty when it interferes with professional obligations. Pay for jury duty and subpoenaed appearance, not including transportation, will be deducted from the employee's salary up to the employee's per diem.

SECTION 9: MILITARY LEAVE

The Employer will provide military leave for the term of involuntary active service required by the government.

SECTION 10: PERSONAL LEAVE

A. Each K-12 employee is entitled to two (2) personal leave days. Personal leave days will be paid with the following restrictions:

1. Another employer may not compensate employees on a personal leave day.

2. The personal leave day will be paid with per diem.
3. Personal leave is contingent on the availability of substitutes.
4. Personal leave may be accumulated up to 5 (five) days. At the end of each year, personal leave days in excess of 3 (three) will be paid to the employee at the substitute daily rate of pay.
5. Employees may carry over three (3) person leave days into the following school year.
6. Employees may use personal leave for any purpose; however, such leave must be taken before requesting business/emergency leave, which may be granted at the superintendent's discretion.
7. Personal leave shall not be taken on a day preceding or following a holiday, unless otherwise approved by the immediate supervisor.

SECTION 11: LEAVES OF ABSENCE

Upon application to the Board, an employee may be granted a leave of absence up to one (1) year without pay or accrual of benefits. Leaves of absence may include medical leave, public office leave, professionally related travel, government, military deployment, full-time study program, child care, or working in a professionally related field (for example, Association related business for WEA/NEA), etc.

A. Employees on professional leave will spend the time in any college accredited program of higher learning, or in any professionally related work program that meets with the approval of the Board.

B. Employees requesting leave will apply through their immediate supervisor who shall make a recommendation to the superintendent. The superintendent will make a recommendation to the Board. The Board will make the final determination.

C. An employee on leave will return to the District to a position for which he/she is qualified, provided notice of intent to return has been received by the Board. Such notice must be received by February 15th of the school year prior to his/her intended return.

D. Employees on leave will retain all accumulated leave. Professional leave of one (1) year may be granted to an employee provided a satisfactory replacement is available for the time period specified. Only three (3) professional leaves per year will be granted. The employee will have the option of maintaining District medical insurance coverage at his/her own expense.

E. Extensions may be granted to those employees with five (5) or more years of service in the District.

F. In addition to the above, other unpaid leaves may be available at the discretion of the superintendent.

SECTION 12: ASSAULT LEAVE

A. Any assault and battery upon an employee while acting within the scope of his or her employment shall be reported promptly to the employee's immediate supervisor. Where criminal charges are warranted and the employee chooses to file such charges the District will support the employee.

B. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to an assault and battery as defined in A above, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Workman's Compensation award or benefits. No part of such absence will be charged to annual or accumulated sick leave.

ARTICLE VIII: FISCAL

SECTION 1: LENGTH OF WORKDAY

A. The regular workday for certificated employees shall be 7.5 hours per day, to include planning time, meetings, and a 30 minute duty free lunch.

1. The school district shall determine the starting and dismissal times for students, which may vary from school to school.

2. Prior to the commencement of the school year, each building principal shall notify staff of the start and end time of professional responsibilities (before and after school).

3. Schedules may vary from school to school based on input by SIT and agreed upon by mutual consent between district administration and the association. Reduced availability time (before and/or after student day) may be used to compensate for additional time per building administration to attend up to TWO faculty meetings per month for up to 60 minutes each that may extend beyond the regular contract day.

B. All employees who are required to travel from one (1) work duty station to another work duty station will have a total instructional workday not to exceed seven and one-half (7 ½) hours inclusive of a 30 minute duty free lunch.

C. Planning/Preparation Time:

1. Each classroom teacher shall be scheduled at least sixty (60) minutes of preparation time per day with one (1) segment of at least thirty (30) minutes.

2. In the secondary school, this preparation period will be scheduled during a regular instructional period; in the elementary, the preparation period will be scheduled during the instructional workday.

3. During regularly scheduled parent-teacher conferences and other late starts or early dismissals as provided for in this Agreement, this section will be waived.

4. No classroom teacher will be required to accept a teaching responsibility during his/her planning time except under emergency conditions.

5. If a teacher is asked to accept a teaching responsibility during his/her planning time, such employee will be reimbursed at a rate of thirty dollars (\$30.00) per hour. If a teacher is asked to cover an additional classroom of students during his/her normal duty time (combining two classrooms), then the aforementioned applies.

D. All employees will have scheduled a duty free lunch period of not less than thirty (30) continuous and uninterrupted minutes per instructional workday for the duration of the individual's contract.

E. If the Employer lengthens the student day, the parties will meet and confer prior to implementation.

F. Regular, Contracted Employee Substitute Coverage:

1. Regular, full-time contracted employees will not be assigned involuntarily to substitute for any employee during the regular, full-time contracted employee's regular workday except in case of emergency.

2. If a teacher substitutes for an administrator, a substitute teacher will be provided.

3. If splitting up a class provides K-6 substitute coverage, the current certificated substitute rate will be divided accordingly.

4. When the middle or high school library is used as a classroom site for substitute coverage, a Para Educator or substitute teacher will be provided for the librarian.

G. The regular workday will include participation in parent teacher conferences.

H. Upon request of an employee, the Employer may allow flexible beginning times to the instructional workday for an employee. The Employer reserves the right to condition the granting of such flextime on terms acceptable to the Employer.

SECTION 2: WORK YEAR

- A. The total length of the regular employee's individual contract shall be the minimum number of days compensated in the State Allocation Model, prorated for those who (1) commence employment after the start of the year, or (2) take a leave of absence, (3) separate employment prior to the scheduled end of the year or (4) accept a part-time assignment.
- B. The contract year for staff new to the District shall be the minimum number of days compensated in the State Allocation Model, and one (1) New Employee Orientation Day.
- C. In addition, two (2) paid workdays will be mandatory days for all employees. One paid workday will be prior to the students' first day of school. The second paid workday will be placed within the school calendar.
- D. Further, the Employer and the Association agree to the following:
1. The success of the Quillayute Valley School District is dependent upon hiring and retaining the highest quality teachers;
 2. Providing a quality education for students requires from teachers a commitment to the profession beyond the base contract, normal workday hours and school year;
 3. The additional commitment required of Quillayute Valley School District teachers cannot be accurately measured in hours or days;
 4. The time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgment..
- The supplemental contract (TRI) recognizes that employees will provide a professionally responsible level of service in the following areas that are above the basic contract:
1. Preparation for school opening
 2. Work connected with the conclusion of the school year
 3. Conferring/communicating with students or parents
 4. Supporting school/student activities
 5. Providing individual help to students
 6. Evaluating student work
 7. Workshops, classes and in-service work
 8. Researching educational materials and supplies
 9. Improving and maintaining professional skills
 10. Preparation and revision of materials
 11. Planning with other employees in areas of instruction and curriculum

12. Working with computers and other technology as related to educational uses
13. Attending District and/or school connected meetings (PTA, Booster Club, Open House, etc.)
- E. Any additional day's necessary as part of a building plan, as determined by the SIT, are mandatory and compensated at the individual teacher's per diem rate.
- F. For students and staff, school will be held for one-half (½) day on the day before Thanksgiving vacation, winter vacation (only if not a Friday), and the last day of school. This provision is conditioned on the Employer meeting Basic Education requirements without the need for being granted an exception to those requirements. Instructional time will reflect the Employer's need to be in compliance.
- G. The parties agree to meet and confer regarding the school calendar on or before February 1st with the intent to have resolution by no later than May 1st of each year.

SECTION 3: SALARY PAYMENT METHOD

- A. All employees will be paid in twelve (12) monthly installments. Each check will contain one twelfth (1/12) of the contracted salary. Mandatory and TRI days will be paid in eleven (11) equal installments beginning with the October paycheck. Payroll checks will be issued to all employees on the last business day of each month via a direct deposit to the financial institution of the employee's choosing.
- B. In the event of a mistake in payment resulting in underpayment, the corrections will be made on or before the next pay period provided the error is discovered before the 10th of the month.
- C. All compensation owed to an employee who is leaving the District will, upon employee request, be paid the next pay period provided that notice of the termination is received by the 10th of the month.

SECTION 4: SALARY SCHEDULE

The Employer will pay all employees based upon individual preparation, experience, and position pursuant to the State Salary Allocation Schedule contained in this Agreement (see Appendix Z).

SECTION 5: APPLICATION OF SALARY SCHEDULE

- A. The Employer agrees that all employees will be correctly placed on the State Salary Allocation Schedule.
- B. Credits earned for professional preparation must be completed by September 25th of each year, and official transcripts or proof of request for transcripts verifying credits earned

must be registered with the superintendent's office by September 25th in order to be applicable on the State Salary Allocation Schedule for the current year.

C. College credits and State Board approved clock hours will be recognized for State Salary Allocation Schedule placement/advancement according to the OSPI rules and regulations for the State Allocation Model.

D. Credits earned after September 1, 1995, will be counted if the content of the course:

1. Is consistent with the District's plan for improving student learning;
2. Is consistent with a school-based plan for improving student learning in the school in which the individual is assigned;
3. Pertains to the individual's current assignment or expected assignment for the following year;
4. Is necessary for obtaining an endorsement as prescribed by the State Board of Education;
5. Is specifically required for obtaining advanced levels of certification;
6. Is included in a degree program that pertains to the individual's current assignment, or potential future assignment.

These credits are fully transferred to and from other districts.

E. Certificated personnel will receive for each forty (40) clock hours of participation in an approved internship with a business, an industry, or government, as defined by rule of the State Board of Education in accordance with Section 3, the equivalent of a one (1) credit college quarter course on the salary schedule. An employee is limited to two (2) college quarter credits for such internships during a calendar year period; provided further an employee is limited to a career maximum of fifteen (15) college quarter credits. Clock hours eligible for application will be those hours acquired after December 31, 1995.

F. Experience credit will be granted in accordance with OSPI rules and regulations for the State Salary Allocation Schedule.

G. The rates of compensation for extended contracts, certificated extracurricular contracts, and release days are listed in Appendix V.

SECTION 6: INSURANCE BENEFITS

A. The Employer will participate in the payment of premiums for approved group insurance plans for employees covered by this Agreement. Approved insurance plans are those that are mutually agreed to by the Employer and the Association. The Employer will pay premiums for such plans to the maximum State funded amount per FTE per month.

B. Less than full-time employees will have the Employer contributions for insurance programs pro-rated accordingly.

C. The approved insurance programs are hereby listed (availability of programs subject to the requirements of the insurance carrier):

1. Washington Dental Service (WEA sponsored)
2. Premera Blue Cross Vision
3. Premera Blue Cross Medical

D. Additional mutually approved programs during the life of this Agreement will be made available to all employees within the bargaining unit.

E. If the State-funded amount per employee per month does not cover the premiums in full for the above insurance programs selected by the employee, the Employer will deduct from the employee's monthly salary the amount necessary to pay the premiums due, provided that all employees must be members of the Washington Full Family Dental and Full Family Vision Service programs, and others requiring 100% participation.

F. Insurance programs will only be provided consistent with state law. If the Employer fails to use the total state allocation for insurance benefits, amounts remaining will be pooled as required by state law.

G. New employees to the District will receive coverage under this Section on the first day of the month following the issuance of their first paycheck (for example, on October 1st for new September hires).

SECTION 7: EXTENDED CONTRACTS

A. Any employee contracted for days in excess of or in addition to one hundred eighty-one (181) days will receive additional compensation based on a 1/181st per diem of the employee's regular salary and benefits provided for in this Agreement.

B. The following positions are approved for additional compensation (as listed in Appendix V) for responsibilities beyond the base contract of each employee, payable on a monthly basis, September through August of each year:

1. High School Counselor
2. Middle School Counselor
3. Elementary Counselor
4. School Psychologist

5. Speech Language Pathologist
6. Alternative School Lead Teacher
7. Bilingual/Migrant Coordinator

SECTION 8: SCHOOL IMPROVEMENT TEAM (SIT)

The Employer will allocate to each building site financial support (benefits excluded) in recognition of certificated employees who are members of and serve on the SIT. The distribution will be two hundred dollars (\$200.00) per member, not to exceed seven (7) total members at the elementary school, four (4) total members at the middle school, and six (6) total members at the high school.

SECTION 9: HEPATITIS B VACCINATION

When an employee is required, or chooses, to have the Hepatitis B series of vaccinations, the Employer agrees to pay the insurance deductible.

SECTION 10: EXTRACURRICULAR CONTRACTS

A. The following positions will receive additional compensation (see Appendix V):

1. Middle School Band Director
2. High School Band Director
3. Middle School Choir Director
4. High School Choir Director
5. Middle School Yearbook Advisor (if extracurricular)
6. High School Yearbook Advisor
7. Middle School ASB/Leadership Advisor
8. High School ASB/Leadership Advisor
9. FBLA Advisor
10. VICA/SKILLS USA Advisor
11. FCCLA Advisor
12. Journalism Advisor (if extracurricular)
13. Honor Society Advisor
14. Class Advisors for Grades 6-12
15. Special Education Coordinator

- B. There will be a Supplemental Contract for the above-specified extracurricular and supplemental assignments. Appointments to extracurricular, special and supplemental assignments will be for one (1) school year and will be consistent with statutory provisions.
- C. The Employer will make every effort to notify employees, in writing, of their contract status for the following year prior to the last day of school.
- D. Reasonable effort will be made to seek acceptable and willing certificated employees or substitutes prior to Employer assignment.
- E. Employees who travel (pursuant to District Policy) or otherwise incur costs on behalf of the employer shall be reimbursed therefore within ten (10) days of submission of a claim or the pay period, whichever comes first.

ARTICLE IX: GRIEVANCE PROCEDURE

SECTION 1: DEFINITIONS

- A. A grievance is an alleged violation of terms and/or provisions of this Agreement.
- B. A grievant will mean an individual, a group of individuals and/or the Association.
- C. For the purpose of the grievance procedure, working days will mean teacher employment days within the school calendar and summer weekdays, provided that all potential grievances will be rendered null and void by twenty (20) weekdays after the ending of the school year.
- D. Nothing contained herein will be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

SECTION 2: PROCEDURES

A. Immediate Supervisor - Step 1

1. The grievant and the Association representative may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement and two (2) copies of the grievance will be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence or the events giving rise to the grievance, whichever is later.
2. The Formal Statement of Grievance (see Appendix AA) will name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s)

of the Agreement alleged to be violated, and the remedy (specific relief) requested.

3. The immediate supervisor, upon receipt of the written grievance, will sign and date the grievance form and will give a copy of the grievance form to the grievant(s). The immediate supervisor will answer the grievance in writing, but prior to such response upon request of the supervisor, the employee or the Association must orally discuss the grievance with the supervisor. Within ten (10) working days of receiving the grievance, the immediate supervisor will concurrently send his/her decision to the grievant(s), Association representative and the superintendent. The immediate supervisor's answer will include the specific reasons upon which the decision was based.

B. Superintendent - Step 2

1. If no satisfactory settlement is reached with the immediate supervisor (Step 1), the grievance may be appealed to the superintendent (Step 2), or his/her designated representative, within seven (7) working days of receipt of the decision rendered in Step 1.

2. The superintendent or his/her designated representative will arrange for a grievance meeting with the grievant(s) and/or Association representative, and such meeting will be scheduled within seven (7) working days of the receipt of the Step 2 Appeal. The purpose of this meeting will be to affect a resolution of the grievance.

3. The superintendent or his/her designated representative will provide a written decision incorporating the specific reasons upon which the decision was based, to the grievant, Association representative and immediate supervisor within five (5) working days from the conclusion of the meeting.

SECTION 3: POWERS OF THE ARBITRATOR

A. Arbitration

1. If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within the Article.

2. The arbitrator will hold a hearing within twenty (20) working days of his appointment. Ten (10) working days notice will be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within twenty (20) days from the date final written briefs have been submitted or, if revised by parties, twenty (20) days after the completion of the hearing.

3. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues submitted to him/her. The decision of the arbitrator will be final and binding upon the Employer, the Association and the grievant(s).

B. Jurisdiction of Arbitrator

1. The arbitrator will be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

2. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law.

3. The arbitrator will have no power or authority to rule on any of the following, and this Agreement will be construed such that no contractual rights are intended that would impact any of the following decisions of the Employer:

a. The termination of services of or failure to re-employ any provisional employee.

b. The termination of services or failure to re-employ an employee to a position on the supplemental salary schedule.

c. Any matter involving employee evaluation, provided that Evaluation Procedure (Article IV, Section 2) will be subject to the arbitrator's review.

d. Any matter involving employee probation procedures, discharge, non-renewal, statutory adverse effect or reduction in force.

e. Any decisions as to the qualifications of an employee or applicant or the standards of performance required of a particular position.

SECTION 4: COSTS

The parties will share the fees and expenses of the arbitrator equally. All other expenses will be born by the party incurring them.

SECTION 5: TIME LIMITS

A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

B. Failure on the part of the Employer, at any step of this procedure, to communicate the decision on a grievance within the specific time limit will permit the Association to lodge an appeal at the next step of this procedure.

C. Any grievance not advanced by the grievant from one (1) step to the next within the time limits of that step will be deemed resolved by the employer's answer at the previous step.

D. Accelerated Grievance Filing: In order to expedite grievance adjudication, the parties agree that any Association grievance, class action grievances, and grievances affecting evaluation procedures should be lodged at Step 1 unless it affects more than one building, at which time it should be lodged at Step 2.

SECTION 6: REPRISALS

No reprisal of any kind will be taken by the Employer against any employee because of his/her participation in any grievance.

ARTICLE X

SECTION 1: DURATION AND RE-OPENERS

This Agreement will become effective upon ratification by both parties beginning September 1, 2011, and will remain in full force and effect until August 31, 2013. The Association and Employer agree to reopen on all financial matters beginning in February 2012. This agreement may reopen if its terms are affected by any changes in the law, either by legislative or court or administrative action.

SECTION 2: ATTEST

In witness whereof, the Employer and the Association have executed this Agreement this 30th day of August, 2011, at Forks, Washington.

FOR THE ASSOCIATION
FOR THE EMPLOYER

President

Superintendent

Chairman of the Board

Board Member

Board Member

Board Member

Board Member

Chapter 41.59 RCW
Educational employment relations act

RCW Sections

- 41.59.010 Purpose.
- 41.59.020 Definitions.
- 41.59.060 Employee rights enumerated -- Fees and dues, deduction from pay.
- 41.59.070 Election to ascertain exclusive bargaining representative, when -- Run-off election -- Decertification election.
- 41.59.080 Determination of bargaining unit -- Standards.
- 41.59.090 Certification of exclusive bargaining representative -- Scope of representation.
- 41.59.100 Union security provisions -- Scope -- Agency shop provision, collection of dues or fees.
- 41.59.110 Commission, rules and regulations of -- Federal precedents as standard.
- 41.59.120 Resolving impasses in collective bargaining -- Mediation -- Fact-finding with recommendations -- Other.
- 41.59.130 Binding arbitration procedures authorized.
- 41.59.140 Unfair labor practices for employer, employee organization, enumerated.
- 41.59.150 Commission to prevent unfair labor practices -- Scope.
- 41.59.160 Applicability of administrative procedure act provisions to commission action.
- 41.59.170 Effective date of certain agreements -- Increased benefits during agreement authorized, when.
- 41.59.180 Employees in specialized job category -- Exclusion.
- 41.59.900 Short title.
- 41.59.910 Construction of chapter -- Effect on existing agreements -- Collective bargaining agreement prevails where conflict.
- 41.59.920 Construction of chapter -- Employee's rights preserved.
- 41.59.930 Construction of chapter -- Employer's responsibilities and rights preserved.
- 41.59.935 Construction of chapter -- Certain agreements subject to RCW 28A.150.410 and 28A.400.200.
- 41.59.940 Effective date -- 1975 1st ex.s. c 288.
- 41.59.950 Severability -- 1975 1st ex.s. c 288.

Notes:

Reviser's note: Phrase "the commission" is used throughout chapter 41.59 RCW; 1975 1st ex.s. c 288 § 4, wherein the commission was created, was vetoed by the governor; reference to the proviso in RCW 41.59.020(3) below, together with amendments and repeals in 1975-'76 2nd ex.s. c 5 (codified in chapter 41.58 RCW) suggests commission to be that created in RCW 41.58.010.

FORMAL STATEMENT OF GRIEVANCE – STEP ONE

GRIEVANT(S) _____

DATE OF FORMAL PRESENTATION _____

SUPERVISOR _____ SCHOOL _____

DATE ALLEGED VIOLATION OCCURRED _____

Specific facts giving rise to the grievance:

Specific provision(s) of the agreement alleged to be violated:

Remedy (specific relief) requested:

Signature of Grievant

Date

Signature of Association Representative

Date

Signature of Immediate Supervisor

Date

RCW 28A.400.250
Tax deferred annuities.

The board of directors of any school district, the Washington state teachers' retirement system, the superintendent of public instruction, and educational service district superintendents are authorized to provide and pay for tax deferred annuities for their respective employees in lieu of a portion of salary or wages as authorized under the provisions of 26 U.S.C., section 403(b), as amended by Public Law 87-370, 75 Stat. 796, as now or hereafter amended. The superintendent of public instruction and educational service district superintendents, if eligible, may also be provided with such annuities.

At the request of at least five employees, the employees' employer shall arrange for the purchase of tax deferred annuity contracts which meet the requirements of 26 U.S.C., section 403(b), as now or hereafter amended, for the employees from any company the employees may choose that is authorized to do business in this state through a Washington-licensed insurance agent that the employees may select. Payroll deductions shall be made in accordance with the arrangements for the purpose of paying the entire premium due and to become due under the contracts. Employees' rights under the annuity contract are nonforfeitable except for the failure to pay premiums.

The board of directors of any school district, the Washington state teachers' retirement system, the superintendent of public instruction, and educational service district superintendents shall not restrict, except as provided in this section, employees' right to select the tax deferred annuity of their choice or the agent, broker, or company licensed by the state of Washington through which the tax deferred annuity is placed or purchased, and shall not place limitations on the time or place that the employees make the selection.

The board of directors of any school district, the Washington state teachers' retirement system, the superintendent of public instruction, and educational service district superintendents may each adopt rules regulating the sale of tax deferred annuities which: (1) Prohibit solicitation of employees for the purposes of selling tax deferred annuities on school premises during normal school hours; (2) only permit the solicitation of tax deferred annuities by agents, brokers, and companies licensed by the state of Washington; and (3) require participating companies to execute reasonable agreements protecting the respective employers from any liability attendant to procuring tax deferred annuities.

[1984 c 228 § 1; 1975 1st ex.s. c 275 § 113; 1971 c 48 § 31; 1969 c 97 § 2; 1969 ex.s. c 223 § 28A.58.560. Prior: 1965 c 54 § 1, part. Formerly RCW 28A.58.560, 28.02.120, part.]

Notes:

Severability -- 1971 c 48: See note following RCW 28A.310.250.

RCW 28A.400.240

Deferred compensation plan for school district or educational service district employees — Limitations.

In addition to any other powers and duties, any school district or educational service district may contract with any classified or certificated employee to defer a portion of that employee's income, which deferred portion shall in no event exceed the appropriate internal revenue service exclusion allowance for such plans, and shall subsequently with the consent of the employee, deposit or invest in a credit union, savings and loan association, bank, mutual savings bank, or purchase life insurance, shares of an investment company, or a fixed and/or variable annuity contract, for the purpose of funding a deferred compensation program for the employee, from any life underwriter or registered representative duly licensed by this state who represents an insurance company or an investment company licensed to contract business in this state. In no event shall the total investments or payments, and the employee's nondeferred income for any year exceed the total annual salary, or compensation under the existing salary schedule or classification plan applicable to such employee in such year. Any income deferred under such a plan shall continue to be included as regular compensation, for the purpose of computing the retirement and pension benefits earned by any employee, but any sum so deducted shall not be included in the computation of any taxes withheld on behalf of any such employee.

[2001 c 266 § 1; 1975 1st ex.s. c 205 § 1; 1974 ex.s. c 11 § 1. Formerly RCW 28A.58.740.]

RCW 28A.400.370

Mandatory insurance protection for employees.

Notwithstanding any other provision of law, after August 9, 1971 boards of directors of all school districts shall provide their employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employees. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged.

[1971 ex.s. c 269 § 1. Formerly RCW 28A.58.425.]

Notes:

Severability -- 1971 ex.s. c 269: See note following RCW 28A.400.350.

**QUILLAYUTE VALLEY SCHOOL DISTRICT
CERTIFIED PERFORMANCE EVALUATION
(Teacher)**

Employee Name:	Date:
Job Title:	Employee #:
Review Period From:	To:
Date(s) of Observation(s):	
School / Department:	

Performance Evaluation Criteria Key	
N/A	Items NOT APPLICABLE to the position or NOT OBSERVED in the timeframe.
I/M	Work performance shows the INDICATOR MET .
N/I	Work performance shows the INDICATOR NEEDS IMPROVEMENT .

CRITERION 1 - INSTRUCTIONAL SKILL: The teacher demonstrates competency (knowledge and skills) in designing and conducting an instructional experience.			
Indicators:	N/A	IM	NI
1.1 Demonstrates through teaching the use of long and short range plans for each area of			

instruction.			
1.2 Leaves procedures and plans for a substitute teacher to use in continuation of the classroom educational program consistent with goals and objectives of the class.			
1.3 Plans and develops a variety of instructional experiences and resources appropriate to specified learning objectives/outcomes.			
1.4 Provides plans for learning activities and experiences that allow some student selection.			
1.5 Implements school district approved/adopted curriculum.			
1.6 Shares course and unit objectives with students through oral or written communications.			
1.7 Gives explanations, assignments, and directions clearly and uses effective questioning techniques.			
1.8 Evaluates students' learning/achievement of outcomes daily and uses the resulting data in the design of future instruction experiences.			
1.9 Provides opportunity for students to exchange ideas and develop skills of group cooperation consistent with learning objectives.			
1.10 Selects/creates and uses curricular/instructional materials and materials appropriate and relevant to the student(s), subject matter, and the outcome/objectives to			

be achieved.			
1.11 Identifies and appropriately uses resources available throughout the school district and community.			
Recommendations/Commendations/Comments:			

CRITERION 2 - CLASSROOM MANAGEMENT: The teacher demonstrates competency (knowledge and skills) in organizing the physical and human elements in the educational setting.

	N/A	IM	NI
2.1 Organizes the physical setting so that it contributes to learning.			
2.2 Effectively organizes for the use of audio/visual aids.			
2.3 Assumes responsibility for the care of instructional materials and equipment and reports damage, loss, theft, or depreciation of equipment, furniture, or fixtures to the building principal.			
2.4 Provides a classroom climate conducive to student learning.			
2.5 Uses instructional strategies as effective management tools.			
Recommendations/Commendations/Comments:			

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CRITERION 3 - HANDLING OF STUDENT DISCIPLINE AND ATTENDANCE PROBLEMS: The teacher demonstrates the ability to the non-instructional human elements/dynamics among students in the educational setting.

	N/A	IM	NI
3.1 Classroom operates under a set of rules which are taught, understood, and applied daily and available to all students based on mutual respect and recognition of the purpose of learning activities.			
3.2 Deals with discipline on an individual and consistent basis and follows due process procedures.			
3.3 Seeks parental help to correct student disciplinary and/or social problems.			
3.4 Develops appropriate strategies for preventing disciplinary problems.			
3.5 Responds appropriately to disciplinary problems and assists students to understand and accept the consequences of their actions or choices.			
3.6 Assists students toward self-discipline and acceptable standards of student behavior.			
3.7 Assists in maintaining control and enforcing rules throughout the school and on the school grounds.			

Recommendations/Commendations/Comments:
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CRITERION 4 - INTEREST IN TEACHING PUPILS: The teacher demonstrates commitment to each student’s unique background and characteristics and shows enthusiasm for and enjoyment in working with students.
--

	N/A	IM	NI
4.1 Develops rapport with the student in a professional manner.			
4.2 Informs students of progress through the use of personal conferences, progress charts, growth ladders, or assignment check lists, etc. throughout the grading period.			
4.3 Provision is made for students to feel successful within the learning situation.			
4.4 Informs parents of current programs, practices, and progress with the student through the use of personal contact, open houses, parent organization meetings, and student progress reports.			
4.5 Maintains confidences concerning student information consistent with state law and district policy.			
4.6 Encourages students to seek help from one another when appropriate.			
4.7 Enjoys the process of working with students (as evidenced by positive body language and communication).			
4.8 Uses knowledge of individual student(s) to design learning experiences and facilitate			

learning.			
4.9 Provides guidance and assistance for students not achieving objectives.			
4.10 Listens to and respects the concerns of parents and members of the community when appropriate.			
Recommendations/Commendations/Comments:			

CRITERION 5 - PROFESSIONAL PREPARATION AND SCHOLARSHIP: The teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and commitment to education as a profession.

	N/A	IM	NI
5.1 Use instructional strategies/methods appropriate to the student(s), subject matter(s) taught and learning outcomes desired.			
5.2 Participates in in-service and career development activities sponsored by the district, educational service district, and professional organizations..			

5.3 Demonstrate commitment to school and professional activities (attendance at local district and state meetings			
5.4 Furnish data for enrollments, class sizes. and other administrative requests for information or opinions.			
5.5 Participate in district curriculum planning which includes assisting in the development of course guides, objectives, goals, criteria and instruments for course and curriculum evaluation, and criteria for selection of textbooks, teaching materials and equipment.			
Recommendations/Commendations/Comments:			

CRITERION 6 - KNOWLEDGE OF SUBJECT MATTER: The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization at the elementary or secondary levels.

	N/A	IM	NI
6.1 Depth of knowledge in the subject matter area.			
6.2 Extent to which the teacher keeps abreast of new developments, ideas, and events in the subject matter areas.			
6.3 Relationship between one subject matter field and the other disciplines/subjects..			
6.4 Possession and maintenance of appropriate academic background in assigned			

subject areas.			
6.5 The attempt to develop skills in his/her assigned area when he/she has been assigned to an area other than one of competency or his/her major/minor..			
Recommendations/Commendations/Comments:			

CRITERION 7 - EFFORT TOWARD IMPROVEMENT WHEN NEEDED: The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.			
	N/A	IM	NI
7.1 The following-through and response to recommendations included in written observations and periodic personnel evaluations.			
7.2 Self-assessment/evaluation and identification of strengths, needs, and limitations (ex. through goal setting).			
Recommendations/Commendations/Comments:			

ents:

Overall Rating of Employee – Overall rating is normally an average of all areas combined, and is supported by the evaluation center. The employee’s overall rating for this period is:

- Unsatisfactory work
- Satisfactory Work

Recommendations/Commendations/Comments:

Development Plan – To be completed by the appraiser and employee together during performance evaluation session.

1. Major Strengths: What elements of performance contributed most to employee’s success?

2. What areas of performance need the most improvement?

3. What actions should be taken by either employee or supervisor to improve the employee's performance?

The supervisor is to review the form with the employee. Both parties are to sign the form. The employee's signature specifies that the evaluation has been reviewed with the supervisor, not necessarily agreement. Comments may be attached by either party.

Evaluation Conducted By:

Supervisor's Signature

Date

Employee's Signature

Date

**QUILLAYUTE VALLEY SCHOOL DISTRICT
CERTIFIED PERFORMANCE EVALUATION**
(Speech and Language Pathologist)

Employee Name:	Date:
Job Title:	Employee #:
Review Period FROM:	TO:
Date(s) of Observation(s):	
School / Department:	

Performance Evaluation Criteria Key	
N/A	Items NOT APPLICABLE to the position or NOT OBSERVED in the timeframe.
I/M	Work performance shows the INDICATOR MET .
N/I	Work performance shows the INDICATOR NEEDS IMPROVEMENT .

CRITERION 1 - INSTRUCTIONAL SKILL: The teacher demonstrates competency (knowledge and skills) in designing and conducting an instructional experience.			

Indicators:	N/A	IM	NI
1.1 Demonstrates through teaching the use of long and short range plans for each area of instruction.			
1.2 Leaves procedures and plans for a substitute teacher to use in continuation of the classroom educational program consistent with goals and objectives of the class.			
1.3 Plans and develops a variety of instructional experiences and resources appropriate to specified learning objectives/outcomes.			
1.4 Provides plans for learning activities and experiences that allow some student selection.			
1.5 Implements school district approved/adopted curriculum.			
1.6 Shares course and unit objectives with students through oral or written communications.			
1.7 Gives explanations, assignments, and directions clearly and uses effective questioning techniques.			
1.9 Evaluates students' learning/achievement of outcomes daily and uses the resulting data in the design of future instruction experiences.			
1.9 Provides opportunity for students to exchange ideas and develop skills of group cooperation consistent with learning objections.			

<p>1.10 Selects/creates and uses curricular/instructional materials and materials appropriate.</p> <p>and relevant to the student(s), subject matter, and the outcome/objectives to be achieved.</p>			
<p>1.12 Identifies and appropriately uses resources available throughout the school district and community.</p>			
<p>Recommendations/Commendations/Comments:</p>			

CRITERION 2 - CLASSROOM MANAGEMENT: The teacher demonstrates competency (knowledge and skills) in organizing the physical and human elements in the educational setting.

	N/A	IM	NI
<p>2.1 Organizes the physical setting so that it contributes to learning.</p>			
<p>2.2 Effectively organizes for the use of audio/visual aids.</p>			
<p>2.4 Assumes responsibility for the care of instructional materials and equipment and reports damage, loss, theft, or depreciation of equipment, furniture, or fixtures to the building principal.</p>			
<p>2.4 Provides a classroom climate conducive to student learning.</p>			

2.5 Uses instructional strategies as effective management tools.			
Recommendations/Commendations/Comments:			

CRITERION 3 - HANDLING OF STUDENT DISCIPLINE AND ATTENDANCE PROBLEMS: The teacher demonstrates the ability to the non-instructional human elements/dynamics among students in the educational setting.

	N/A	IM	NI
3.3 Classroom operates under a set of rules which are taught, understood, and applied daily and available to all students based on mutual respect and recognition of the purpose of learning activities.			
3.4 Deals with discipline on an individual and consistent basis and follows due process procedures.			
3.3 Seeks parental help to correct student disciplinary and/or social problems.			
3.4 Develops appropriate strategies for preventing disciplinary problems.			
3.6 Responds appropriately to disciplinary problems and assists students to understand and accept the consequences of their actions or choices.			
3.6 Assists students toward self-discipline and acceptable standards of student behavior.			

3.8 Assists in maintaining control and enforcing rules throughout the school and on the school grounds.			
Recommendations/Commendations/Comments:			

CRITERION 4 - INTEREST IN TEACHING PUPILS: The teacher demonstrates commitment to each student's unique background and characteristics and shows enthusiasm for and enjoyment in working with students.

	N/A	IM	NI
4.1 Develops rapport with the student in a professional manner.			
4.3 Informs students of progress through the use of personal conferences, progress charts, growth ladders, or assignment check lists, etc. throughout the grading period.			
4.3 Provision is made for students to feel successful within the learning situation.			
4.9 Informs parents of current programs, practices, and progress with the student through the use of personal contact, open houses, parent organization meetings, and student progress reports.			
4.10 Maintains confidences concerning student information consistent with state law and district policy.			
4.11 Encourages students to seek help from one another when appropriate.			

4.12 Enjoys the process of working with students (as evidenced by positive body language and communication).			
4.13 Uses knowledge of individual student(s) to design learning experiences and facilitate learning.			
4.9 Provides guidance and assistance for students not achieving objectives.			
4.11 Listens to and respects the concerns of parents and members of the community when appropriate.			
Recommendations/Commendations/Comments:			

CRITERION 5 - PROFESSIONAL PREPARATION AND SCHOLARSHIP: The teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and commitment to education as a profession.			
	N/A	IM	NI
5.1 Use instructional strategies/methods appropriate to the student(s), subject matter(s)			

taught and learning outcomes desired.			
5.2 Participates in in-service and career development activities sponsored by the district, educational service district, and professional organizations..			
5.6 Demonstrate commitment to school and professional activities (attendance at local district and state meetings			
5.7 Furnish data for enrollments, class sizes. and other administrative requests for information or opinions.			
5.8 Participate in district curriculum planning which includes assisting in the development of course guides, objectives, goals, criteria and instruments for course and curriculum evaluation, and criteria for selection of textbooks, teaching materials and equipment.			
Recommendations/Commendations/Comments:			

CRITERION 6 - KNOWLEDGE OF SUBJECT MATTER: The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization at the elementary or secondary levels.			
	N/A	IM	NI
6.1 Depth of knowledge in the subject matter area.			
6.3 Extent to which the teacher keeps abreast of new developments, ideas, and events in the subject matter areas.			

6.3 Relationship between one subject matter field and the other disciplines/subjects..			
6.4 Possession and maintenance of appropriate academic background in assigned subject areas.			
6.5 The attempt to develop skills in his/her assigned area when he/she has been assigned to an area other than one of competency or his/her major/minor..			
Recommendations/Commendations/Comments:			

CRITERION 7 - EFFORT TOWARD IMPROVEMENT WHEN NEEDED: The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.			
	N/A	IM	NI
7.3 The following-through and response to recommendations included in written observations and periodic personnel evaluations.			
7.4 Self-assessment/evaluation and identification of strengths, needs, and limitations (ex. through goal setting).			

Recommendations/Commendations/Comments:

ents:

Overall Rating of Employee – Overall rating is normally an average of all areas combined, and is supported by the evaluation content. The employee’s overall rating for this period is:

- Unsatisfactory work
- Satisfactory Work

Recommendations/Commendations/Comments:

Development Plan – To be completed by the appraiser and employee together during performance evaluation session.

1. Major Strengths: What elements of performance contributed most to employee's success?

2. What areas of performance need the most improvement?

3. What actions should be taken by either employee or supervisor to improve the employee's performance?

The supervisor is to review the form with the employee. Both parties are to sign the form. The employee's signature specifies that the evaluation has been reviewed with the supervisor, not necessarily agreement. Comments may be attached by either party.

Evaluation Conducted By:

Supervisor's Signature

Date

Employee's Signature

Date

**QUILLAYUTE VALLEY SCHOOL DISTRICT
CERTIFIED PERFORMANCE EVALUATION
(School Psychologist)**

Employee Name:	Date:
Job Title:	Employee #:
Review Period FROM:	TO:
Date(s) of Observation(s):	
School / Department:	

Performance Evaluation Criteria Key	
N/A	Items NOT APPLICABLE to the position or NOT OBSERVED in the timeframe.
I/M	Work performance shows the INDICATOR MET .
N/I	Work performance shows the INDICATOR NEEDS IMPROVEMENT .

CRITERION 1 - DATA BASED DECISION-MAKING AND ACCOUNTABILITY: The certified school psychologist has knowledge of varied models and methods of assessment.

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Indicators:	N/A	IM	NI
1.1 Assessment instruments administered and scored in a standardized fashion.			
1.2 Individual reports reflect evaluation of WAC requirements.			
1.3 Reports link data collection to recommendations.			
1.4 Systematically collects and disseminates information essential to data-based decision making, including (review of prior data, interview information, observational data, relating assessment results).			
1.5 Utilizes problem-solving model/approach.			
1.6 Demonstrates knowledge of the state learning goals and essential academic learning requirements.			
1.7 Demonstrates knowledge of varied models and methods of assessment that yield information useful identifying strengths and needs, understanding problems, and measuring progress and accomplishments.			
Recommendations/Commendations/Comments:			

CRITERION 2 - CONSULTATION AND COLLABORATION: Knowledge and skills of behavioral, mental health, collaborative, and other consultation models and methods and of their application to particular situations.

	N/A	IM	NI
2.1 Seeks input from supervisor and/or mentor.			
2.2 Utilizes active listening skills.			
2.3 Effectively participates in discussions.			
2.4 Conveys information clearly to educators, students, and families.			
2.5 Works well with others at an individual, group, and systems level.			
2.6 Demonstrates knowledge of behavioral, mental health, collaborative, and/or other consultation models and methods, as well as their application to particular situations.			
Recommendations/Commendations/Comments:			

CRITERION 3 - EFFECTIVE INSTRUCTION AND DEVELOPMENT OF COGNITIVE/ACADEMIC SKILLS: Certified school psychologists have knowledge of human learning processes, techniques to assess these processes, and direct and indirect services applicable to the development of cognitive and academic skills.

	N/A	IM	NI

3.5 Demonstrates knowledge of cognitive and academic skills of students, principles and principles of student-centered learning.			
3.6 Demonstrates the ability to utilize a variety of assessment techniques and instruments.			
Recommendations/Commendations/Comments:			

CRITERION 4 - SOCIALIZATION AND DEVELOPMENT OF LIFE SKILLS: Certified school psychologists have the knowledge and skills of human development processes, techniques to assess these processes, and direct and indirect services applicable to the development of behavioral, affective, adaptive, and social skills.

	N/A	IM	NI
4.1 Demonstrates knowledge of human developmental processes and techniques to assess these processes.			
4.2 Utilizes direct and indirect service delivery models applicable to the development of behavioral, affective, adaptive, and social skills of children and adolescents.			
4.2 Demonstrates affective individual and group counseling skills in a variety of settings/ targets.			
4.14 Develops and implements behavior change programs to enhance student learning and behavior.			
4.15 Demonstrates knowledge about student development in social, affective, and adaptive domains.			

4.16 Demonstrates knowledge about programs to facilitate school to work transitions.			
Recommendations/Commendations/Comments:			

CRITERION 5 - STUDENT DIVERSITY IN DEVELOPMENT AND LEARNING: Certified school psychologists have the knowledge and skills of individual differences, abilities and disabilities, and of potential influence of biological, social, cultural, ethnic, experiential, socioeconomic, gender-related, and linguistic factors in development and learning.

	N/A	IM	NI
5.1 Demonstrates knowledge about individual differences and the influence of various factors on development and learning including: biological, social, cultural, ethnic, experiential, social-emotional, gender-related, sexual orientation, and linguistic factors.			
5.2 Demonstrates sensitivity and skills when working with diverse individuals.			
5.9 Develops interventions based on individual differences.			
5.10 Treats students, professional peers, and families from diverse backgrounds with respect and dignity.			

Recommendations/Commendations/Comments:

CRITERION 6 - SCHOOL AND SYSTEMS ORGANIZATION, POLICY DEVELOPMENT, AND CLIMATE: Certified school
 Psychologists have the knowledge of general education, special education, and other educational and related services, as well as the understanding of school and other settings as systems. The school psychologist works with individuals and groups to facilitate policies and practices that create and maintain safe, supportive, and effective learning environments for students.

	N/A	IM	NI
6.1 Demonstrates knowledge about both general and special education, school systems and structures.			
6.4 Demonstrates knowledge about schools as systems, and the nature of systems change.			
6.3 Facilitates practices that create safe, supportive and effective learning environments for all students.			

Recommendations/Commendations/Comments:

CRITERION 7 – PREVENTION, CRISIS INTERVENTION, AND MENTAL HEALTH: Certified school psychologists have the knowledge and skills of human development and psychopathology and of associated biological, cultural, and social influences on human behavior. The psychologist also provides or contributes to prevention and intervention programs that promote the mental health and physical well-being of students.

	N/A	IM	NI
7.5 Demonstrates knowledge and understanding of normal human development and psychopathology.			
7.6 Identifies factors that are obstacles to student learning			
7.7 Contributes to the development of programs that promote the development of the mental health and physical well-being of all students.			
7.8 Demonstrates knowledge of commonly used medications for school aged children.			

Recommendations/Commendations/Comments:

CRITERION 8 - HOME/SCHOOL/COMMUNITY COLLABORATION: Certified school psychologists have the knowledge of family systems, and influences on student development, learning, and behavior, and of methods to involve families in education and service delivery. The psychologist works effectively with families, educators, and others in the community to promote and provide comprehensive services to children and families.

	N/A	IM	NI
8.1 Demonstrates knowledge of family systems and family strengths, and their influences on child and adolescent development.			
8.2 Actively involves families in educational and service delivery decisions.			
8.3 Demonstrates knowledge about district/community resources.			
8.4 Works effectively with families and others in the community to provide comprehensive services to children and families.			

Recommendations/Commendations/Comments:

CRITERION 9 - RESEARCH AND PROGRAM EVALUATION: Certified school psychologists have the knowledge of research, statistics, and evaluation methods. The psychologist has knowledge and skills to evaluate research, translate research into practice, and understand research design and statistics in sufficient depth to plan and conduct investigations and program evaluations for improvement of services.

	N/A	IM	NI
9.1 Demonstrates knowledge of research, statistics, and evaluation methods.			
9.2 Evaluates research and utilizes research in practice.			
9.3 Understands research design and statistics in sufficient depth to plan and conduct investigations and program evaluations.			

**QUILLAYUTE VALLEY SCHOOL DISTRICT
CERTIFIED PERFORMANCE EVALUATION
(Counselor)**

Employee Name:	Date:
Job Title:	Employee #:
Review Period FROM:	TO:
Date(s) of Observation(s):	
School / Department:	

Performance Evaluation Criteria Key	
N/A	Items NOT APPLICABLE to the position or NOT OBSERVED in the timeframe.
I/M	Work performance shows the INDICATOR MET .
N/I	Work performance shows the INDICATOR NEEDS IMPROVEMENT .

CRITERION 1 - FOUNDATIONS OF THE SCHOOL COUNSELING PROFESSION: The certified school counselor designs, delivers, and evaluates student-centered, data-driven school counseling programs that advance the mission of the school.			
Indicators:	N/A	IM	NI

1.1 Articulates key features, benefits, goals, and objectives of a comprehensive school counseling program.			
1.2 Conducts counselor time utilization activities according to national ASCA model.			
1.3 Collects and analyzes data to determine impact of school counselor program on student achievement.			
1.4 Articulates and documents how the school counseling program and activities support the mission of the school and impacts student learning.			
1.5 Demonstrates the understanding of school district policies and procedures regarding counseling activities, student behavior, and the general operation of the school.			
1.6 Demonstrates the understanding of the School Improvement Plan (SIP) process and how it relates to the school counseling program.			
1.7 Uses the school report card, other data, and the SIP to design systemic interventions based on research and theory.			
Recommendations/Commendations/Comments:			

CRITERION 2 - SCHOOL COUNSELING AND STUDENT COMPETENCIES: The certified school counselor integrates academic, career, and personal/social student competencies, including Washington Student Learning Assessment (WASL) Goals and Essential Academic Learning Requirements (EALRs) into the school counseling program and teaches counseling and guidance related material by using effective curriculum and instructional strategies.

	N/A	IM	NI
2.1 Identifies needs of students in academic, career, personal, and social domains and determines positive impact on student learning.			
2.2 Demonstrates knowledge and skills in curriculum development, instructional and assessment practices, and classroom management.			
2.3 Uses student records to assist students and their parents/guardians to align academic and career expectations.			
2.4 Knows and integrates academic, career, and personal/social student competencies, including Washington Student Learning Assessment (WASL) goals, Essential Learning Requirements (EALRs), and Grade Level Expectations (GLEs) into the school counseling program.			
2.5 Guides individuals and groups of students through the development of educational and career awareness and/or plans in order to develop knowledge and skills for learning, living, and working.			
2.6 Promotes academic rigor and helps prepare students for successful transitions to the next level of schooling from kindergarten to high school and beyond.			
2.7 Assists teachers with infusing affective skills and career development, for			

example problem solving, goal setting, and decision making.			
2.8 Designs needs assessment, analyzes results, and uses data to set priorities.			
Recommendations/Commendations/Comments:			

CRITERION 3 - HUMAN GROWTH AND DEVELOPMENT: The certified school counselor applies comprehensive, in-depth Knowledge of human growth and development to improve student learning, well being, and enhance resiliency. The certified school counselor provides guidance to parents and teachers about developmentally appropriate practices that support students throughout their school experience.

	N/A	IM	NI
3.7 Demonstrates comprehensive, in-depth knowledge of human growth and development to improve student learning and well-being.			
3.8 Provides guidance to parents and caregivers about developmentally appropriate practices that support student to motivate and nurture growth in academic, career, and personal/social domains.			
3.9 Consults with staff and families about the developmental needs of students and increases resiliency of students through development of skills in academic, career, and person/social domains and enhances personal connections to school, family and community.			

3.10 Applies the knowledge of learning theory, including styles, modalities, and multiple intelligences.			
Recommendations/Commendations/Comments:			

CRITERION 4 - COUNSELING THEORIES AND TECHNIQUES: The certified school counselor demonstrates an understanding of established and emerging counseling theories through the effective use of individual and group techniques for working with diverse population.

	N/A	IM	NI
4.1 Counsels individual students and small groups of student using appropriate theories and techniques with respect to each diverse learner.			
4.4 Uses counseling strategies to help students so they can be emotionally and socially prepared to maximize their instructional time.			
4.3 Applies career development theory in education planning.			
4.17 Articulates a personal and professional belief statement and counseling philosophy.			
4.18 Demonstrates a knowledge of mental health disorders, including substance abuse and knows how and when to make referrals.			
4.19 Uses counseling strategies that maximizes students' success and instructional time.			

Recommendations/Commendations/Comments:

CRITERION 5 - EQUITY, FAIRNESS, AND DIVERSITY: The certified school counselor values and shows respect for all members of the community and demonstrates fairness, equity, and sensitivity to every student. The school counselor also advocates for equitable access to instructional programs and activities by using data for designing and implementing plans that remove barriers to learning to assist in closing the achievement gap.

	N/A	IM	NI
5.1 Models, demonstrates, and advocates for fairness, equity sensitivity and respect for students, staff, parents/caregivers, and community members.			
5.2 Advocates for equitable access to instructional programs and activities through the design and implementation of plans that remove barriers to learning.			
5.11 Disaggregates data to identify areas where students may be negatively impacted by school practices and policies, and proposes solutions.			
5.12 Demonstrates an awareness of school climate and how it impacts student learning, especially for families and students who have been historically disadvantaged and marginalized.			
5.13 Demonstrates knowledge and awareness of special education and IEP goals and objectives.			

Recommendations/Commendations/Comments:

CRITERION 6 - SCHOOL CLIMATE: The certified school counselor works to establish and foster a safe, inclusive, and nurturing learning environment for students, staff, and families, as well as uses strategies designed to prevent and resolve problems that could limit or diminish the capacity of students to learn and achieve at their highest levels.

	N/A	IM	NI
6.1 Advocates for a safe, inclusive, nurturing, and intellectually stimulating learning environment.			
6.5 Demonstrates knowledge of current law and best practices in the prevention of bullying/harassment, violence, and substance abuse as barriers to student learning.			
6.6 Articulates the school counselor’s role as an active participant in the school improvement planning process to ensure a school climate that supports equitable learning for all students.			
6.7 Understands the site’s comprehensive safe schools plan and the role of staff, students, families, and community in this process, including peer helper and student			

leadership programs.			
6.5 Facilitates new student integration into the school environment.			
6.6 Demonstrates knowledge of the strategies and methodologies designed to prevent or resolve problems that could limit or diminish the capacity of student to learn and achieve at their highest goals.			
6.7 Collects and analyzes data regarding physical, social, psychological, and intellectual safety of the school environment.			
6.8 Models caring, acceptance, communication, and human relations skills to students, staff, parents and the community.			
6.9 Demonstrates knowledge of ways to identify child physical, sexual, emotional abuse, and child neglect, as well as knows mandated child abuse reporting laws and has knowledge of child abuse programs that identify best practices for teaching children who have been victims of abuse.			
Recommendations/Commendations/Comments:			

CRITERION 7 - COLLABORATION WITH SCHOOL STAFF, FAMILY, AND COMMUNITY: The certified school counselor works collaboratively to achieve common goals for the education of students, improvement of school, and advancement of the larger community and knows appropriate behavior management strategies to team with staff and families to improve student achievement, as well as make appropriate referrals based on the needs of students.

	N/A	IM	NI
7.9 Recognizes and fosters the value of community involvement in the schools and the design of effective methods for formal and informal written and oral communication.			
7.10 Demonstrates knowledge of effective methods of consultation.			
7.11 Accesses appropriate social service programs.			
7.12 Develops appropriate strategies to promote effective, positive support plans for students.			
7.13 Reduces barriers to student learning through direct referred services and/or in-district options.			
7.14 Provides support for students in crisis situations with a calm, effectual, and ethical manner consistent with school policies and procedures.			
7.15 Works with teachers and administrators to promote and support behavior management strategies.			
7.16 Regularly attends counseling staff meetings and other counseling related meetings.			
7.17 Demonstrates knowledge of commonly used medications for school-aged children.			
7.18 Adheres to laws and regulations governing limits of information sharing.			

Recommendations/Commendations/Comments:			

CRITERION 8 - INFORMATION RESOURCES AND TECHNOLOGY: The certified school counselor selects and uses informational resources and technology to facilitate the delivery of a comprehensive school counseling program that meets student needs and skillfully uses technology to enhance communication.

	N/A	IM	NI
8.1 Demonstrates proficiency in word processing, presentation of software, database use and utilization of search and navigation skills related to school counseling.			
8.2 Selects and utilizes technology to facilitate the delivery of a comprehensive school counseling program that meets student needs.			
8.3 Utilizes technology to strengthen communication with staff, families, and community.			

Recommendations/Commendations/Comments:			
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CRITERION 9 - STUDENT ASSESSMENT AND PROGRAM EVALUTION: The certified school counselor the basic principles and purposes of assessment, the collection and use of data. The school counselor monitors student’s progress and is able to communicate the purposes, design, and results of assessment to various audiences.

	N/A	IM	NI
9.1 Assesses, interprets, and communicates results to students, faculty, parents, and community with respect to aptitude, achievement, interests, and learning styles.			
9.2 Utilizes assessment tools, individual planning skills, and counseling to facilitate informed choices (aptitude, interest, academics, and careers).			
9.3 Collaborates with staff concerning assessment of students with special needs.			
9.4 Interprets results of Washington Assessment of Student Learning (WASL) and/or other informal/formal assessments to a variety of audiences.			
9.5 Uses data to identify and support students at risk of school failure.			
9.6 Articulates the basic principles and purposes of program evaluation.			
9.7 Identifies a “closing the gap” activity, articulates a tentative hypothesis, and proposes a research-based intervention.			
Recommendations/Commendations/Comments:			

CRITERION 10 - LEADERSHIP AND ADVOCACY: The certified school counselor supports practices and policies that promote academic rigor – skills for learning, living and working, as well as provides leadership that enhances student academic, career, and personal/social development and advocates for guidance as an integral part of the school’s educational system.

	N/A	IM	NI
10.1Contributes to the school improvement planning process.			
10.2Facilitates understanding the link between curriculum, instruction, and assessment to student effort, performance, and success beyond high school.			
10.3Works with colleagues to provide an effective learning climate within classrooms and the school.			
10.4Promotes active student and parent/guardian engagement in education planning.			
10.5Practices effective listening, conflict resolution, and group facilitation skills as a team member.			
10.6Conducts meaningful trainings, in-services, or presentations based on assessed needs.			
10.7Promotes best practices in, and advocates for, professional school counseling.			
10.8Advocates for balanced interventions that support needs of the whole child.			

Recommendations/Commendations/Comments:

CRITERION 11 - PROFESSIONAL, ETHICS, AND LEGAL MATTERS: The certified school counselor develops a professional identity congruent with the knowledge of all aspects of professional functions, professional development, and state/national school counselor organizations, as well as adheres strictly to the profession’s codes of ethics, state and federal policies, laws, and legislation relevant to school counseling.

	N/A	IM	NI
11.1Writes and speaks effectively in formal and informal communications.			
11.2Demonstrates professional and responsible work habits.			
11.3Follows the current ASCA Guidelines for Practice and ACA Code of Ethics.			
11.4Demonstrates knowledge of local, state and federal polices, and laws relevant to school counseling including FERPA (Family Educational Rights and Privacy Act) and HIPAA (Health Insurance Portability and Accountability Act).			
11.5Maintains current knowledge and skills through on-going reading, professional development, and participation in professional organizations.			
11.6Provides for a safe, confidential setting in which student can present their needs and concerns.			
11.7Promotes appropriate use of assessment tools and presentation of relevant, unbiased data.			

Recommendations/Commendations/Comments:

CRITERION 12 - REFLECTIVE PRACTICE: The certified school counselor integrates knowledge, skills, and life experiences to respond effectively to new or unexpected critical events and situations, serving as a change agent by using their understanding of schools as social, cultural and political systems within a larger organizational context.

	N/A	IM	NI
12.1 Reflects on and provides thoughtful rationales for his/her school counseling decisions.			
12.2 Actively solicits and uses feedback fro continuous improvement on his/her school counseling practice.			
12.3 Evaluates critical events and responds effectively and efficiently.			
12.4 Demonstrates knowledge of systems and organization change theory to promote engaging learning environments.			
12.5 Develops a Drat Professional Growth Plan.			

Recommendations/Commendations/Comments:

ents:

Overall Rating of Employee – Overall rating is normally an average of all areas combined, and is supported by the evaluation content. The employee’s overall rating for this period is:

- Unsatisfactory work
- Satisfactory Work

Recommendations/Commendations/Comments:

The supervisor is to review the form with the employee. Both parties are to sign the form. The employee's signature specifies that the evaluation has been reviewed with the supervisor, not necessarily agreement. Comments may be attached by either party.

Evaluation Conducted By:

**QUILLAYUTE VALLEY SCHOOL DISTRICT
CERTIFIED PERFORMANCE EVALUATION**

(Media Specialist)

Employee Name:	Date:
Job Title:	Employee #:
Review Period FROM:	TO:
Date(s) of Observation(s):	
School / Department:	

Performance Evaluation Criteria Key	
N/A	Items NOT APPLICABLE to the position or NOT OBSERVED in the timeframe.
I/M	Work performance shows the INDICATOR MET .
N/I	Work performance shows the INDICATOR NEEDS IMPROVEMENT .

CRITERION 1 - DEMONSTRATES PROFICIENCY IN THE MANAGEMENT AND ADMINISTRATION OF THE LIBRARY MEDIA CENTER:

Indicators:	N/A	IM	NI
1.1 Plans long-range goals of the library media center program with faculty, administration, and students.			
1.2 Plans the budget with the administration, school-based councils and/or advisory committees, based on the needs and objectives of the library media center program.			
1.3 Administers the budget according to the goals and objectives of the program.			
1.3 Meets periodically with the principal to evaluate and discuss short-range goals and accomplishments for improving the library media center.			
1.4 Develops library media center policies, e.g. materials selection, collection development, circulation, challenged materials, copyright, and technology.			
1.6 Administers a library media program that utilizes flexible access..			
1.7 Develops plans for maintaining a technologically current facility and program.			
1.8 Organizes, classifies, and catalogs library materials, following nationally recognized professional standards such as AACR2 (Anglo American Cataloging Rules), latest edition Dewey or Library of Congress, MARC format.			

1.9 Solicits suggestions from and communicates with faculty and students about services, materials, programs, and facilities.			
1.10Evaluates programs, services, facilities, and materials informally and formally on a continuous basis -- identifying strengths and weaknesses			
1.11Organizes and maintains the library media center as a functional, attractive, safe, and orderly environment for optimal use by students and faculty.			
1.12Publicizes the library media center programs, services, and materials through newsletters, announcements, and other innovative ways..			
1.13 Is responsible for the proper use of the facility, materials, and equipment..			
1.14Plans or participates in special projects or proposals, such as Library Fair.			
1.15Trains or supervises library media center clerical staff, volunteers, and student helpers.			

Recommendations/Commendations/Comments:

CRITERION 2 - PROVIDES EXEMPLARY RESOURCES THROUGH COLLECTION DEVELOPMENT:

Indicators:	N/A	IM	NI
2.1 Follows the district approved selection policy which includes a procedure for the reconsideration of materials.			
2.2 Possesses broad knowledge of the school curriculum and plans with teachers and administration for development of collection of materials to support the curriculum.			
2.3 Chooses materials using selection tools, bibliographies, periodical reviews, workshop and professional judgment recommendations..			
2.4 Maintains a professional collection.			
2.5 Demonstrates competency in selection, acquisition, circulation, and maintenance of materials, technology, and equipment which support the school's curriculum and educational philosophy.			

2.6 Keeps a card or automated catalog current.			
2.7 Maintains statistical records and shelf list needed to verify collection of the library media center holdings.			
2.8 Makes general repairs, weeds collections, and takes annual inventory.			
Recommendations/Commendations/Comments:			

<u>CRITERION 3 - PROVIDES EFFECTIVE LIBRARY MEDIA SERVICES:</u>			
Indicators:	N/A	IM	NI
3.1 Exercises a leadership role and serves as a catalyst in ensuring the library media center is central to the instructional program of the school.			
3.2 Maintains flexible use of the library media center by individuals, small groups, and large groups for research, browsing, recreational reading, and listening..			
3.3 Participates as a member of the instructional team(s) in curriculum development projects and plans regularly with teachers.			

3.4 Provides the leadership and expertise for the incorporation of information and instructional technologies into the school curriculum.			
3.5 Provides training to staff in use of new materials, technology, and equipment, demonstrating practical applications for curriculum connections.			
3.6 Supports classroom teachers as a consultant in the development of instructional units, activities, and curriculum with print and non-print materials.			
3.7 Assists faculty in the selection of materials to supplement classroom instruction..			
3.8 Establishes positive rapport with staff and students.			
3.9 Makes the library media center and its resources accessible to students and faculty.			
3.10 Provides orientation for new faculty and students.			
3.11 Maintains effective communication with staff and students, ex. informs faculty and students of new acquisitions and services.			
3.12Facilitates the circulation of materials among schools in the district or with other agencies.			
3.13Is available as a personal resource for all students and faculty.			

3.14 Provides the resources and promotes recreational reading for the school community.			
Recommendations/Commendations/Comments:			

CRITERION 4 - ENABLES STUDENTS TO BECOME EFFECTIVE INFORMATION USERS:			
Indicators:	N/A	IM	NI
4.1 Plans and implements a library media center program of library information literacy in collaboration with classroom teachers toward the achievement of the goals of KERA and the academic expectations.			
4.2 Informally evaluates individual and group needs and provides appropriate learning experiences.			
4.3 Creates a climate conducive to learning in which students display initiative and assume a personal responsibility for learning and conduct.			
4.4 Provides for independent and cooperative group learning.			
4.5 Guides students in the selection of appropriate resources.			
4.6 Helps students to develop habits of independent reference work and to			

develop literacy in the use of reference materials in relation to planned assignments.			
4.7 Promotes appreciation of various forms of literature emphasizing the highest quality.			
4.8 Encourages students to develop lifelong reading, listening, viewing, and critical thinking skills and to become skilled in all modes of communication.			
4.9 Incorporates the use of technology in accessing information.			
4.10 Assists students in the use of multi-media for completed projects.			
Recommendations/Commendations/Comments:			

CRITERION 5 - ASSUMES RESPONSIBILITY FOR PROFESSIONAL GROWTH PRACTICES:			
	N/A	IM	NI

5.1 Follows the school's policies and procedures.			
5.2 Promotes compliance with the copyright law.			
5.3 Handles concerns of others in a positive and professional manner in order to protect the users' rights to privacy and confidentiality.			
5.4 Attends local professional growth activities and meetings.			
5.5 Demonstrates commitment by belonging to professional library organizations and attending the meetings, workshops, conferences, and other activities related to the field.			
Recommendations/Commendations/Comments:			

ents:

Overall Rating of Employee – Overall rating is normally an average of all areas combined, and is supported by the evaluation content. The employee’s overall rating for this period is:

- Unsatisfactory work
- Satisfactory Work

Recommendations/Commendations/Comments:

The supervisor is to review the form with the employee. Both parties are to sign the form. The employee’s signature specifies that the evaluation has been reviewed with the supervisor, not necessarily agreement. Comments may be attached by either party.

Evaluation Conducted By:

Supervisor's Signature

Date

Employee's Signature

Date

**QUILLAYUTE VALLEY SCHOOL DISTRICT
CERTIFIED PERFORMANCE EVALUATION**
(Special Education Teacher)

Employee Name:	Date:
Job Title:	Employee #:
Review Period From:	To:
Date(s) of Observation(s):	
School / Department:	

Performance Evaluation Criteria Key	
N/A	Items NOT APPLICABLE to the position or NOT OBSERVED in the timeframe.
I/M	Work performance shows the INDICATOR MET .
N/I	Work performance shows the INDICATOR NEEDS IMPROVEMENT .

CRITERION 1 - INSTRUCTIONAL SKILL: The teacher demonstrates competency (knowledge and skills) in designing and conducting an instructional experience.			
Indicators:	N/A	IM	NI
1.1 Demonstrates through teaching the use of long and short range plans for each area of instruction.			

1.2 Leaves procedures and plans for a substitute teacher to use in continuation of the classroom educational program consistent with goals and objectives of the class.			
1.3 Plans and develops a variety of instructional experiences and resources appropriate to specified learning objectives/outcomes.			
1.4 Provides plans for learning activities and experiences that allow some student selection.			
1.5 Implements school district approved/adopted curriculum.			
1.6 Shares course and unit objectives with students through oral or written communications.			
1.7 Gives explanations, assignments, and directions clearly and uses effective questioning techniques.			
1.10Evaluates students' learning/achievement of outcomes daily and uses the resulting data in the design of future instruction experiences.			
1.9 Provides opportunity for students to exchange ideas and develop skills of group cooperation consistent with learning objectives.			
1.10 Selects/creates and uses curricular/instructional materials and materials appropriate and relevant to the student(s), subject matter, and the outcome/objectives to be achieved.			
1.13 Identifies and appropriately uses resources available throughout the school			

district and community.			
Recommendations/Commendations/Comments:			

CRITERION 2 - CLASSROOM MANAGEMENT: The teacher demonstrates competency (knowledge and skills) in organizing the physical and human elements in the educational setting.

	N/A	IM	NI
2.1 Organizes the physical setting so that it contributes to learning.			
2.2 Effectively organizes for the use of audio/visual aids.			
2.5 Assumes responsibility for the care of instructional materials and equipment and reports damage, loss, theft, or depreciation of equipment, furniture, or fixtures to the building principal.			
2.4 Provides a classroom climate conducive to student learning.			
2.5 Uses instructional strategies as effective management tools.			

Recommendations/Commendations/Comments:			
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CRITERION 3 - HANDLING OF STUDENT DISCIPLINE AND ATTENDANCE PROBLEMS: The teacher demonstrates the ability to the non-instructional human elements/dynamics among students in the educational setting.

	N/A	IM	NI
3.11 Classroom operates under a set of rules which are taught, understood, and applied daily and available to all students based on mutual respect and recognition of the purpose of learning activities.			
3.12 Deals with discipline on an individual and consistent basis and follows due process procedures.			
3.3 Seeks parental help to correct student disciplinary and/or social problems.			
3.4 Develops appropriate strategies for preventing disciplinary problems.			
3.7 Responds appropriately to disciplinary problems and assists students to understand and accept the consequences of their actions or choices.			
3.6 Assists students toward self-discipline and acceptable standards of student behavior.			
3.9 Assists in maintaining control and enforcing rules throughout the school and on the school grounds.			

Recommendations/Commendations/Comments:
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CRITERION 4 - INTEREST IN TEACHING PUPILS: The teacher demonstrates commitment to each student's unique background and characteristics and shows enthusiasm for and enjoyment in working with students.

	N/A	IM	NI
4.1 Develops rapport with the student in a professional manner.			
4.5 Informs students of progress through the use of personal conferences, progress charts, growth ladders or assignment check lists, etc. throughout the grading period.			
4.3 Provision is made for students to feel successful within the learning situation.			
4.20 Informs parents of current programs, practices, and progress with the student through the use of personal contact, open houses, parent organization meetings, and student progress reports.			
4.21 Maintains confidences concerning student information consistent with state law and district policy.			
4.22 Encourages students to seek help from one another when appropriate.			
4.23 Enjoys the process of working with students (as evidenced by positive body language and communication).			
4.24 Uses knowledge of individual student(s) to design learning experiences and facilitate learning.			

4.9 Provides guidance and assistance for students not achieving objectives.			
4.12 Listens to and respects the concerns of parents and members of the community when appropriate.			
Recommendations/Commendations/Comments:			

CRITERION 5 - PROFESSIONAL PREPARATION AND SCHOLARSHIP: The teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and commitment to education as a profession.

	N/A	IM	NI
5.1 Use instructional strategies/methods appropriate to the student(s), subject matter(s) taught and learning outcomes desired.			
5.2 Participates in in-service and career development activities sponsored by the district, educational service district and professional organizations...			
5.14 Demonstrate commitment to school and professional activities (attendance at			

local district and state meetings			
5.15Furnish data for enrollments, class sizes, and other administrative requests for information or opinions.			
5.16Participate in district curriculum planning which includes assisting in the development of course guides, objectives, goals, criteria and instruments for course and curriculum evaluation and criteria for selection of textbooks, teaching materials and equipment.			
Recommendations/Commendations/Comments:			

CRITERION 6 - KNOWLEDGE OF SUBJECT MATTER: The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization at the elementary or secondary levels.

	N/A	IM	NI
6.1 Depth of knowledge in the subject matter area.			
6.8 Extent to which the teacher keeps abreast of new developments, ideas, and events in the subject matter areas.			
6.3 Relationship between one subject matter field and the other disciplines/subjects...			
6.4 Possession and maintenance of appropriate academic background in assigned subject			

areas.			
6.5 The attempt to develop skills in his/her assigned area when he/she has been assigned to an area other than one of competency or his/her major/minor...			
Recommendations/Commendations/Comments:			

CRITERION 7 - CASE MANAGEMENT RESPONSIBILITIES: The teacher demonstrates ability to effectively implement state and federal guidelines related to special education

	N/A	IM	NI
7.1 Completes due process paperwork on time including the following: parent invitation to attend a meeting, Prior Written Notice, Procedural Safeguards, Individualized Educational Plans (IEP), and assessment reports.			
7.2 Facilitates team meetings effectively through prior preparation (review of student records), sharing present levels of performance including transition and behavior when appropriate.			
7.3 Completes academic assessments, behavioral checklists, state assessments as needed, vocational assessments for transition, IEP goals and objectives, progress assessments, and other assessments as required.			
7.4 Collaborates with building counselors, administrators, and teachers to determine educational placements.			
7.5 Tracks student progress in both general and special education at all grade levels including transition components (secondary level), works with building			

counselor to assure student is meeting graduation requirements (secondary level).			
Recommendations/Commendations/Comments:			

CRITERION 8 - EFFORT TOWARD IMPROVEMENT WHEN NEEDED: The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.

	N/A	IM	NI
8.1 The following-through and response to recommendations included in written observations and periodic personnel evaluations.			
8.2 Self-assessment/evaluation and identification of strengths, needs, and limitations (ex. through goal setting).			

Recommendations/Commendations/Comments:			
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ents:

Overall Rating of Employee – Overall rating is normally an average of all areas combined, and is supported by the evaluation content. The employee’s overall rating for this period is:

- Unsatisfactory work
- Satisfactory Work

Recommendations/Commendations/Comments:

Development Plan – To be completed by the appraiser and employee together during performance evaluation session.

1. Major Strengths: What elements of performance contributed most to employee’s success?

2. What areas of performance need the most improvement?

3. What actions should be taken by either employee or supervisor to improve the employee's performance?

The supervisor is to review the form with the employee. Both parties are to sign the form. The employee's signature specifies that the evaluation has been reviewed with the supervisor, not necessarily agreement. Comments may be attached by either party.

Evaluation Conducted By:

Supervisor's Signature

Date

QUILLAYUTE VALLEY SCHOOL DISTRICT

TEACHER INPUT FORM

Classified Staff Name: _____ Date: _____

Review period from _____ to _____

Supervisor: _____ Dept. _____

1. Job Knowledge
2. Self Development
3. Specialized Skills
4. Time and Attendance
5. Communication
6. Health and Safety
7. Other

Based on your experience and observations working with the above named classified staff member, please provide input with regard to strengths and areas of growth for each of indicators listed to the left.

RCW 28A.405.100

Minimum criteria for the evaluation of certificated employees, including administrators — Procedure — Scope — Penalty.

(1) The superintendent of public instruction shall establish and may amend from time to time minimum criteria for the evaluation of the professional performance capabilities and development of certificated classroom teachers and certificated support personnel. For classroom teachers the criteria shall be developed in the following categories: Instructional skill; classroom management, professional preparation and scholarship; effort toward improvement when needed; the handling of student discipline and attendant problems; and interest in teaching pupils and knowledge of subject matter.

Every board of directors shall, in accordance with procedure provided in RCW 41.59.010 through 41.59.170, 41.59.910 and 41.59.920, establish evaluative criteria and procedures for all certificated classroom teachers and certificated support personnel. The evaluative criteria must contain as a minimum the criteria established by the superintendent of public instruction pursuant to this section and must be prepared within six months following adoption of the superintendent of public instruction's minimum criteria. The district must certify to the superintendent of public instruction that evaluative criteria have been so prepared by the district.

Except as provided in subsection (5) of this section, it shall be the responsibility of a principal or his or her designee to evaluate all certificated personnel in his or her school. During each school year all classroom teachers and certificated support personnel, hereinafter referred to as "employees" in this section, shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty minutes. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three days after such report is prepared. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.

At any time after October 15th, an employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district. A probationary period of sixty school days shall be established. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency; such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas

specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her improvement program. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer and shall constitute grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

(2) Every board of directors shall establish evaluative criteria and procedures for all superintendents, principals, and other administrators. It shall be the responsibility of the district superintendent or his or her designee to evaluate all administrators. Such evaluation shall be based on the administrative position job description. Such criteria, when applicable, shall include at least the following categories: Knowledge of, experience in, and training in recognizing good professional performance, capabilities and development; school administration and management; school finance; professional preparation and scholarship; effort toward improvement when needed; interest in pupils, employees, patrons and subjects taught in school; leadership; and ability and performance of evaluation of school personnel.

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

(4) The failure of any evaluator to evaluate or supervise or cause the evaluation or supervision of certificated employees or administrators in accordance with this section, as now or hereafter amended, when it is his or her specific assigned or delegated responsibility to do so, shall be sufficient cause for the nonrenewal of any such evaluator's contract under RCW 28A.405.210, or the discharge of such evaluator under RCW 28A.405.300.

(5) After an employee has four years of satisfactory evaluations under subsection (1) of this section, a school district may use a short form of evaluation, a locally bargained evaluation emphasizing professional growth, an evaluation under subsection (1) of this section, or any combination thereof. The short form of evaluation shall include either a thirty minute observation during the school year with a written summary or a final annual written evaluation based on the criteria in subsection (1) of this section and based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. However, the evaluation process set forth in subsection (1) of this section shall be followed at least once every three years unless this time is extended by a local school district under the bargaining process set forth in chapter 41.59 RCW. The employee or evaluator may require that the evaluation process set forth in subsection (1) of this section be conducted in any given school year. No evaluation other than the evaluation authorized under subsection (1) of this section may be used as a basis for determining that an employee's work is unsatisfactory under subsection (1) of this section or as probable cause for the nonrenewal of an employee's contract under RCW 28A.405.210 unless an evaluation process developed under chapter 41.59 RCW determines otherwise.

[1997 c 278 § 1; 1994 c 115 § 1; 1990 c 33 § 386; 1985 c 420 § 6; 1975-'76 2nd ex.s. c 114 § 3; 1975 1st ex.s. c 288 § 22; 1969 ex.s. c 34 § 22. Formerly RCW 28A.67.065.]

Notes:

Effective date -- 1994 c 115: "This act shall take effect September 1, 1994." [1994 c 115 § 2.]

Severability -- 1985 c 420: See note following RCW 28A.405.110.

Savings -- Severability -- 1975-'76 2nd ex.s. c 114: See notes following RCW 28A.400.010.

Effective date -- 1975 1st ex.s. c 288: See RCW 41.59.940.

Severability -- 1975 1st ex.s. c 288: See RCW 41.59.950.

Construction of chapter -- Employee's rights preserved: See RCW 41.59.920.

Construction of chapter -- Employer's responsibilities and rights preserved: See RCW 41.59.930.

Criteria used for evaluation of staff members to be included in guide: RCW 28A.150.230.

Quillayute Valley School District

Professional Growth Option Requirements (PGO)

1. The Professional Growth Option (PGO) shall be available and shall be voluntary to bargaining unit members who have successfully completed four (4) years of satisfactory summative evaluations in the Quillayute Valley School District. Participation in the PGO for the first two years must meet with administrative approval.
2. PGO shall encourage professional growth through goal setting and shall involve the bargaining unit member and the administrator in cooperative discussion, planning and collegial interaction for the accomplishment of goals.
3. The bargaining unit member shall complete an annual self-assessment, including the setting of individual professional goals and outlining a plan for accomplishing them. The plan may include observation and comment by one or more peers of the bargaining unit member's choice, comment by students and/or comment by parents of students. Such observation and comment shall not be included as part of the bargaining unit member's permanent records.
4. All written materials generated for or resulting from the formative evaluation process shall be kept separate from the summative permanent records.
5. Thirty (30) minutes of non-continuous documented observation is required.
6. During the spring, new potential PGO participants for the following year will be identified and shall commit to attend an in-service regarding goal setting, communication and the improvement of instruction. This will allow individuals, where applicable, to plan summer activities related to their potential goals. This meeting will be held in April and will be conducted by the district superintendent or by his/her designee.
7. During September and October, bargaining unit member participants and supervisors shall meet to thoroughly discuss the potential goals and complete the planning worksheet. Bargaining unit members should have in mind the goals, the areas to be investigated, the resources needed, the colleagues to be involved, the methods for collecting data and the method for evaluating growth toward the goals. During this meeting, the supervisor shall act as an advisor in order to clarify and refine the goals and the other aspects of the process mentioned above.
8. Throughout the year, the bargaining unit member and the supervisor shall meet formally and informally to discuss collaboratively the progress on the goals and to refine and update any need for resources.

9. In April and May, a final meeting shall be held to analyze data and review the success of the goals. At this meeting, the Professional Growth Option Verification shall be compiled collaboratively for submittal to the district personnel file.
10. At this final meeting, the supervisor will verify that the bargaining unit member has met state statutory requirements and the bargaining unit member shall identify the self-evaluation instrument they used.
11. Information from the PGO cycle may not pass to the summative evaluation cycle nor the personnel file.
12. Either the administrator or the bargaining unit member may opt for the summative program yearly.
13. At the request of the school district and/or FEA, participants and/or administrators will meet to discuss the program.
14. The aforementioned participants will have the authority to adjust the procedures as outlined in this document. In the event that FEA or the Board of Directors has problems with the adjusted procedures, either body may request a joint meeting to mediate a solution.
15. In the event the Professional Growth Option (PGO) is not working with a bargaining unit member, the school district agrees that before a bargaining unit member is removed in the middle of a year from this evaluation procedure, second unbiased evaluator will become involved. The district will, in writing, indicating their reason for removing an individual from this program. If the bargaining unit member is not removed from the PGO prior to December 1, the bargaining unit member will not be placed on probation during the same year.
16. Any bargaining unit member who applies, provided they have met all of the criteria, will be accepted.

TIMELINE

Open Application Period – February 15 through March 15

Selection of PGO Individuals – April 1

Draft of the Formal Plan Due – June 1

Draft of the Finalized Plan Due – October 1

Formal Midway Update – By February 1

Final Meeting – By June 1

It is expected that during this process the bargaining unit member and the administrator will meet on several occasions to assess how the plan is progressing. The above timeline is designed to provide the minimum expectation of the bargaining unit member and administration.

At all time during the Professional Growth Option, collaborative interaction, based on trust and confidence, is encouraged. Growth is the desired outcome and the Professional Growth Option should not represent a threat.

Quillayute Valley School District
Professional Growth Option - PGO
Worksheet

Name: _____ School _____ School Year _____

Supervisor: _____

Identify Self-Assessment Instrument(s):

To be completed by Supervisor:

_____ Planning Worksheet was completed and activities and progress toward goal attainment were verified.

Through a Routine Observation:

_____’s overall performance has been satisfactory and has met statutory requirements.

Date: _____ Bargaining Member:

Date: _____ Supervisor:

Position:

RCW 28A.405.220

Conditions and contracts of employment — Nonrenewal of provisional employees — Notice — Procedure.

***** CHANGE IN 2009 *** (SEE 5487.SL) *****

Notwithstanding the provisions of RCW 28A.405.210, every person employed by a school district in a teaching or other nonsupervisory certificated position shall be subject to nonrenewal of employment contract as provided in this section during the first two years of employment by such district, unless the employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of employment with the new district. Employees as defined in this section shall hereinafter be referred to as "provisional employees".

In the event the superintendent of the school district determines that the employment contract of any provisional employee should not be renewed by the district for the next ensuing term such provisional employee shall be notified thereof in writing on or before May 15th preceding the commencement of such school term, or if the omnibus appropriations act has not passed the legislature by May 15th, then notification shall be no later than June 1st, which notification shall state the reason or reasons for such determination. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein. The determination of the superintendent shall be subject to the evaluation requirements of RCW 28A.405.100.

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

Within ten days following the meeting with the provisional employee, the superintendent shall either reinstate the provisional employee or shall submit to the school district board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be nonrenewed and stating the reason or reasons therefor. A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the board of directors. In taking action upon the recommendation of the superintendent, the board of directors shall consider any written communication which the provisional employee may file with the secretary of the board at any time prior to that meeting.

The board of directors shall notify the provisional employee in writing of its final decision within ten days following the meeting at which the superintendent's recommendation was considered. The decision of the board of directors to nonrenew the contract of a provisional employee shall be final and not subject to appeal.

This section applies to any person employed by a school district in a teaching or other nonsupervisory certificated position after June 25, 1976. This section provides the exclusive means for nonrenewing the employment contract of a provisional employee and no other provision of law shall be applicable thereto, including, without limitation, RCW 28A.405.210 and chapter 28A.645 RCW.

[1996 c 201 § 2; 1992 c 141 § 103; 1990 c 33 § 391; 1975-'76 2nd ex.s. c 114 § 1. Formerly RCW 28A.67.072.]

Notes:

Effective date -- 1992 c 141 § 103: "Section 103 of this act shall take effect July 1, 1992." [1992 c 141 § 105.]

Findings -- Part headings -- Severability -- 1992 c 141: See notes following RCW 28A.410.040.

Savings -- Severability -- 1975-'76 2nd ex.s. c 114: See notes following RCW 28A.400.010.

RCW 28A.405.300

Adverse change in contract status of certificated employee — Determination of probable cause — Notice — Opportunity for hearing.

In the event it is determined that there is probable cause or causes for a teacher, principal, supervisor, superintendent, or other certificated employee, holding a position as such with the school district, hereinafter referred to as "employee", to be discharged or otherwise adversely affected in his or her contract status, such employee shall be notified in writing of that decision, which notification shall specify the probable cause or causes for such action. Such determinations of probable cause for certificated employees, other than the superintendent, shall be made by the superintendent. Such notices shall be served upon that employee personally, or by certified or registered mail, or by leaving a copy of the notice at the house of his or her usual abode with some person of suitable age and discretion then resident therein. Every such employee so notified, at his or her request made in writing and filed with the president, chair of the board or secretary of the board of directors of the district within ten days after receiving such notice, shall be granted opportunity for a hearing pursuant to RCW 28A.405.310 to determine whether or not there is sufficient cause or causes for his or her discharge or other adverse action against his or her contract status.

In the event any such notice or opportunity for hearing is not timely given, or in the event cause for discharge or other adverse action is not established by a preponderance of the evidence at the hearing, such employee shall not be discharged or otherwise adversely affected in his or her contract status for the causes stated in the original notice for the duration of his or her contract.

If such employee does not request a hearing as provided herein, such employee may be discharged or otherwise adversely affected as provided in the notice served upon the employee.

Transfer to a subordinate certificated position as that procedure is set forth in RCW 28A.405.230 shall not be construed as a discharge or other adverse action against contract status for the purposes of this section.

[1990 c 33 § 395; 1975-'76 2nd ex.s. c 114 § 2; 1973 c 49 § 1; 1969 ex.s. c 34 § 13; 1969 ex.s. c 223 § 28A.58.450. Prior: 1961 c 241 § 2. Formerly RCW 28A.58.450, 28.58.450.]

Notes:

Savings -- Severability-1975-'76 2nd ex.s. c 114: See notes following RCW 28A.400.010.

Minimum criteria for the evaluation of certificated employees, including administrators -- Procedure -- Scope -- Penalty: RCW 28A.405.100.

Transfer of administrator to subordinate certificated position -- Procedure: RCW 28A.405.230.

RCW 28A.405.210

Conditions and contracts of employment — Determination of probable cause for nonrenewal of contracts — Nonrenewal due to enrollment decline or revenue loss — Notice — Opportunity for hearing.

***** CHANGE IN 2009 *** (SEE 5487.SL) *****

No teacher, principal, supervisor, superintendent, or other certificated employee, holding a position as such with a school district, hereinafter referred to as "employee", shall be employed except by written order of a majority of the directors of the district at a regular or special meeting thereof, nor unless he or she is the holder of an effective teacher's certificate or other certificate required by law or the Washington professional educator standards board for the position for which the employee is employed.

The board shall make with each employee employed by it a written contract, which shall be in conformity with the laws of this state, and except as otherwise provided by law, limited to a term of not more than one year. Every such contract shall be made in duplicate, one copy to be retained by the school district superintendent or secretary and one copy to be delivered to the employee. No contract shall be offered by any board for the employment of any employee who has previously signed an employment contract for that same term in another school district of the state of Washington unless such employee shall have been released from his or her obligations under such previous contract by the board of directors of the school district to which he or she was obligated. Any contract signed in violation of this provision shall be void.

In the event it is determined that there is probable cause or causes that the employment contract of an employee should not be renewed by the district for the next ensuing term such employee shall be notified in writing on or before May 15th preceding the commencement of such term of that determination, or if the omnibus appropriations act has not passed the legislature by May 15th, then notification shall be no later than June 1st, which notification shall specify the cause or causes for nonrenewal of contract. Such determination of probable cause for certificated employees, other than the superintendent, shall be made by the superintendent. Such notice shall be served upon the employee personally, or by certified or registered mail, or by leaving a copy of the notice at the house of his or her usual abode with some person of suitable age and discretion then resident therein. Every such employee so notified, at his or her request made in writing and filed with the president, chair or secretary of the board of directors of the district within ten days after receiving such notice, shall be granted opportunity for hearing pursuant to RCW 28A.405.310 to determine whether there is sufficient cause or causes for nonrenewal of contract: PROVIDED, That any employee receiving notice of nonrenewal of contract due to an enrollment decline or loss of revenue may, in his or her request for a hearing, stipulate that initiation of the arrangements for a hearing officer as provided for by RCW 28A.405.310(4) shall occur within ten days following July 15 rather than the day that the employee submits the request for a hearing. If any such notification or opportunity for hearing is not timely given, the employee entitled thereto shall be conclusively presumed to have been reemployed by the district for the next ensuing term upon contractual terms identical with those which would have prevailed if his or her employment had actually been renewed by the board of directors for such ensuing term.

This section shall not be applicable to "provisional employees" as so designated in RCW 28A.405.220; transfer to a subordinate certificated position as that procedure is set forth in RCW 28A.405.230 shall not be construed as a nonrenewal of contract for the purposes of this section.

[2005 c 497 § 216; 1996 c 201 § 1; 1990 c 33 § 390. Prior: 1983 c 83 § 1; 1983 c 56 § 11; 1975-'76 2nd ex.s. c 114 § 4; 1975 1st ex.s. c 275 § 133; 1973 c 49 § 2; 1970 ex.s. c 15 § 16; prior: 1969 ex.s. c 176 § 143; 1969 ex.s. c 34 § 12; 1969 ex.s. c 15 § 2; 1969 ex.s. c 223 § 28A.67.070; prior: 1961 c 241 § 1; 1955 c 68 § 3; prior: (i) 1909 c 97 p 307 § 5; 1897 c 118 § 55; 1891 c 127 § 14; 1890 p 369 § 37; 1886 p 18 § 47; Code 1881 § 3200; RRS § 4851. (ii) 1943 c 52 § 1, part; 1941 c 179 § 1, part; 1939 c 131 § 1, part; 1925 ex.s. c 57 § 1, part; 1919 c 89 § 3, part; 1915 c 44 § 1, part; 1909 c 97 p 285 § 2, part; 1907 c 240 § 5, part; 1903 c 104 § 17, part; 1901 c 41 § 3, part; 1897 c 118 § 40, part; 1890 p 364 § 26, part; Rem. Supp. 1943 § 4776, part. Formerly RCW 28A.67.070, 28.67.070.]

Notes:

Intent -- Part headings not law -- Effective date -- 2005 c 497: See notes following RCW 28A.305.011.

Severability -- 1983 c 56: See note following RCW 28A.195.010.

Savings -- Severability -- 1975-'76 2nd ex.s. c 114: See notes following RCW 28A.400.010.

Severability -- 1970 ex.s. c 15: See note following RCW 28A.230.160.

Rights preserved -- Severability -- 1969 ex.s. c 176: See notes following RCW 28A.310.010.

Minimum criteria for the evaluation of certificated employees, including administrators -- Procedure -- Scope -- Penalty: RCW 28A.405.100.

School superintendent -- RCW 28A.405.210 not applicable to contract renewal: RCW 28A.400.010.

CONTROVERSIAL ISSUES/GUEST SPEAKERS

The district shall offer courses of study which will afford learning experiences appropriate to the level of student understanding. The instructional program shall respect the right of students to face issues, to have free access to information, to study under teachers in situations free from prejudice and to form, hold, and express their own opinions without personal prejudice or discrimination. The district encourages staff members to provide for the free and orderly flow and examination of ideas so that students may gain the skills to gather and arrange facts, discriminate between facts and opinion, discuss differing viewpoints, analyze problems and draw their own tentative conclusions.

Teachers shall guide discussions and procedures, including the use of guest speakers to gain divergent points of view, with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of fact, the value of judgment and the virtue of respect for conflicting opinions. Teachers will exercise professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. When in doubt regarding appropriateness, the matter should be referred to the principal.

The superintendent shall establish procedures for the approval of the use of a guest speaker. When an invited speaker expresses opinions which are partisan or considered controversial by a large portion of the community, the school shall provide for the presentation of opposing views.

- A. If the teacher and the principal believe the guest speaker's topic is controversial, they will develop a plan whereby the issue(s) can be presented in an objective unbiased manner.
- B. In the event the speaker's topic is determined to be controversial, the teacher will notify students beforehand that any student who does not wish to attend the presentation may have alternative assignment.

CURRICULUM DEVELOPMENT AND ADOPTION OF INSTRUCTIONAL MATERIALS

The board recognizes its responsibility for the improvement and growth of the educational program of the schools. To this end, the curriculum shall be evaluated, adapted and developed on a continuing basis and in accordance with a plan for curriculum growth. Instructional materials shall be selected to assist students in attaining the basic skills and work skills as required by the state.

All new courses or major modifications to existing courses must be approved by the superintendent prior to implementation. The superintendent, in turn, shall inform the board before the new course or major revision to an existing course is implemented.

The superintendent shall establish procedures for curriculum development which provide for involvement of community representatives and staff members at appropriate times, the annual review of selected areas on a cyclical basis, and any suggested changes that should be made as a result of the curriculum study. Such review shall take place at least once during each seven year period.

Selection and Adoption of Instructional Materials

The board is legally responsible for the selection of all instructional materials used in the district. Instructional materials shall be defined as all printed, filmed or recorded materials furnished by the district for student use and/or included on students' reading lists. The primary objective in selecting instructional materials is to implement, enrich and support the educational program of the schools. All instructional materials shall be selected in conformance with:

- C. A. Applicable state and federal laws,
- D. B. The stated goals and/or standards of the district, and
- E. C. Procedures established by the instructional materials committee.

Criteria for Selection of Instructional Material

Staff shall rely on reason and professional judgment in the selection of materials of high quality materials that comprise a comprehensive collection appropriate for the instructional program. Instructional materials selected shall include, but are not limited to, those which:

- F. A. Enrich and support the curriculum, taking into consideration the varied instructional needs, abilities, interests, and maturity levels of the students served.
- G. B. Stimulate student growth in conceptual thinking, factual knowledge, physical fitness and literary and ethical standards.
- H. C. Provide sufficient variety so as to present opposing views of controversial issues in order that students may develop the skills of critical analysis and informed decision making.
- I. D. Contribute to the development of an understanding of the ethnic, cultural, and occupational diversity of American life.
- J. E. Present objectively the concerns of and build upon the contributions, current and historical, of both sexes, and members of religious, ethnic and cultural groups. The district recognizes that under certain conditions biased materials may represent appropriate resources in presenting contrasting and differing points of view.

K. F. Provide models which may be used as a vehicle for the development of self-respect, ethnic pride and appreciation of cultural differences, based on respect for the worth, dignity, and personal values of every individual.

Any requests from organizations which provide instructional materials and/or aids must be examined to insure that such materials meet the criteria above. The principal shall review for accuracy and educational value to the total school program all materials or activities proposed by outside sources for student or staff use.

The responsibility for preparing all students reading lists and for examining, evaluating and selecting all supplementary materials is delegated to the professional staff of the district. Textbooks shall be adopted by the board prior to their use in schools except for trial-use texts of a pilot nature, which may be authorized by the superintendent for use for a period of no more than one school year prior to board adoption. Materials approved for trial use shall be restricted to classes specified.

The superintendent shall insure that a listing of all textbooks used within the school curriculum is maintained in every district school and is available for public review.

Cross References:	Board Policy 6881	Disposal of surplus property
Legal References:	RCW 28A.405.060	Course of study and regulations
	RCW 28A.320.230	Instructional materials — Instructional materials committee
	RCW 28A.150.230	Basic Education Act of 1977 — District school directors as accountable for proper operation of district — Scope — Responsibilities — Publication of Guide
	RCW 28A.640	Sexual Equality Mandated for Public Schools
	WAC 392-190-055	Textbooks and instructional materials
	WAC 180-44-010	Responsibilities related to instruction

Adoption Date: October 14, 2008
Quillayute Valley School District

APPLICATION FOR STAFF DEVELOPMENT FUN

Applicant Name(s) and Grade Level(s) _____

Conference/Workshop Name: _____

Sponsoring Organization: _____

Location: _____

ESTIMATED COSTS:

Registration: _____

Purc

Lodging: _____

Substitute: _____

Half

Travel: _____

Dist

Meals (up to \$24 per day): _____

Other Expense _____

How does this event align with building focus, district priorities or improved teaching practices?

How does this event align with EALRs/Benchmarks? (indicate specific areas)

What format will you use to share relevant highlights with staff/team members after your return?

When? _____

Submitted by: _____

(Signature)

Please attach a copy of the conference/workshop flier and submit to your building principal.

**** FOR OFFICE USE ONLY ****

Approved

Denied

Approved funding

Comments:

BLT Approval

Principal's Signature

Superintendent's Signature

REIMBURSEMENT FOR TRAVEL EXPENSES

The actual and necessary expenses of a director, administrator, staff member or designate of the district incurred in the course of performing services for the district, whether within or outside of the district, may be reimbursed in accordance with the approval and reimbursement procedures of the district. For purposes of this policy, travel expense includes amounts paid for use of personal automobiles, other transportation, and actual expenses; or reimbursement in lieu of actual expenses for meals, lodging and related items that are necessary while in the conduct of official business of the district. A staff member or district officer may be reimbursed for gratuities not exceeding customary percentages for the cost of meals as well as reasonable amounts for such services as baggage handling when the costs are incurred while the individual is engaged in district business or other approved travel.

Reimbursement for travel expenses shall be made pursuant to the federal internal revenue code and internal revenue service regulations.

The superintendent shall establish procedures for the reimbursement of travel expenses.

Legal References:

[RCW 28A.320.050](#)

Reimbursement of expenses of directors, superintendents, other school representatives, and superintendent candidates — Advancing anticipated

[RCW 42.24.090](#)

Municipal corporations and political subdivisions — Reimbursement claims by officers and employees — Detailed account — Travel allowances and allowances in lieu of actual expenses — Certification — Forms

Ch. 3, Sec. 4, Page 1

School Accounting Manual

Management Resources:

Policy News, April 2005
Policy News, December 1999

Credit Card Policy Updated
IRS rules impact travel reimbursement

RCW 28A.400.380
Leave sharing program.

Every school district board of directors and educational service district superintendent may, in accordance with RCW 41.04.650 through 41.04.665, establish and administer a leave sharing program for their certificated and classified employees. For employees of school districts and educational service districts, the superintendent of public instruction shall adopt standards: (1) Establishing appropriate parameters for the program which are consistent with the provisions of RCW 41.04.650 through 41.04.665; and (2) establishing procedures to ensure that the program does not significantly increase the cost of providing leave.

[1997 c 13 § 12; 1990 c 23 § 4; 1989 c 93 § 6. Formerly RCW 28A.58.0991.]

Notes:

Severability -- 1989 c 93: See note following RCW 41.04.650.

[Complete Chapter](#) | [Show Dispositions](#)

WAC Sections

FINANCE -- SHARED LEAVE

- 392-126-004 Authority.
- 392-126-006 Purpose.
- 392-126-009 Definition -- Program.
- 392-126-015 Definition -- Annual leave.
- 392-126-020 Definition -- Sick leave.
- 392-126-022 Definition -- Personal holiday.
- 392-126-025 Definition -- Employee.
- 392-126-026 Definition -- Service in the uniformed services.
- 392-126-027 Definition -- Uniformed services.
- 392-126-030 Definition -- District.
- 392-126-035 Definition -- Leave recipient.
- 392-126-040 Definition -- Leave donor.
- 392-126-045 Definition -- Donated annual leave.
- 392-126-050 Definition -- Donated sick leave.
- 392-126-053 Definition -- Donated personal holiday.
- 392-126-055 Definition -- Employee's relative.
- 392-126-060 Definitions -- Household members.
- 392-126-065 Definition -- Extraordinary or severe.
- 392-126-070 Permissibility of shared leave program.
- 392-126-075 Eligibility.
- 392-126-080 Donation of annual leave.
- 392-126-085 Donation of sick leave.
- 392-126-087 Donation of personal holiday.
- 392-126-090 Maximum amount.
- 392-126-092 Repayment of shared leave used.
- 392-126-095 Documentation.
- 392-126-099 Calculation of shared leave benefit -- Proration.
- 392-126-104 Annual conversion of accumulated sick leave.

FINANCE -- PARTNERSHIPS AMONG SMALL SCHOOL DISTRICTS

- 392-126-400 Authority.
- 392-126-405 Purpose.
- 392-126-410 Definition -- Eligible school districts.
- 392-126-415 Definition -- School year.
- 392-126-420 Application process.
- 392-126-425 Application process -- Content of cooperative partnership application.
- 392-126-430 Application process -- Waivers from rules and regulations.

392-126-435 Reporting process.

392-126-440 Reporting process -- Reapplication.

Time, Responsibility, and Incentive (TRI) Form 2009-2010

In accordance with the Collective Bargaining Agreement between the Quillayute Valley School District and the Forks Education Association, employees perform responsibilities beyond their regular contracted instructional workday and work year. Compensation is received for this time and responsibility in accordance with the Collective Bargaining Agreement. The pay for such is pro-rated for part-time employees based upon their annualized FTE. This form is to be completed and turned in to the employee's immediate supervisor no later than June 30th.

Verification of Additional Responsibilities: By signing and dating this verification form, the undersigned is indicating fulfillment of additional responsibilities beyond those performed during the regular contracted instructional workday and work year. The employee further verifies those responsibilities include one or more of the following as listed in the Collective Bargaining Agreement:

1. Preparation for school opening
2. Work connected with the conclusion of the school year
3. Conferring/communicating with students or parents
4. Supporting school/student activities
5. Providing individual help to students
6. Evaluating student work
7. Workshops, classes and in-service work
8. Researching educational materials and supplies
9. Improving and maintaining professional skills
10. Preparation and revision of materials
11. Planning with other employees in areas of instruction and curriculum
12. Working with computers and other technology as related to educational uses
13. Attending District and/or school connected meetings (PTA, Booster Club, Open House, etc.)

I verify that I have fulfilled the conditions of the Supplemental Contract that recognizes time and responsibilities performed beyond the regular contracted instructional workday and work year, all in accordance with the Collective Bargaining Agreement between the Quillayute Valley School District and the Forks Education Association.

Print Employee Name

Employee Signature

Date

Supervisor Signature

Date