



2023-
2026

SEA CONTRACT

September 1, 2023 – June 30, 2026

Working Agreement between
Selkirk School District #70
and the Selkirk Education Association

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PREAMBLE

This agreement is between the Selkirk Consolidated School District #070 (hereinafter referred to as the "District") and the Selkirk Education Association (SEA) (hereinafter referred to as the "Association"), pursuant to the conditions set forth in RCW 41.59, the Educational Employment Relations Act.

The terms of the Agreement shall be in effect from August 1, 2023 through June 30, 2026.

The District and the Association agree that an efficient and effective educational service is a primary purpose of the Agreement, and that the establishment of fair and reasonable compensation and working conditions for employees of the District will further that purpose. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes, and with the further objective of harmonious labor/management relations between the District and its employees. Therefore, this Agreement and the procedure which is established for the resolution of differences is intended in all respects to be in the public interest.

ARTICLE I - ADMINISTRATION AND GENERAL

Section 1 - Recognition

The District recognizes the Selkirk Education Association as the exclusive bargaining representative for all regular, contracted, certificated personnel, except for the following exclusions:

1. Superintendent
2. Building Principals
3. Vocational, Athletic, Special Service Director, and School Safety & Security Director
4. Substitute employees including those who work 20 consecutive days or 30 non-consecutive days in a school year

Section 2 - Conformity to Law

This agreement shall be governed according to the Constitution and Laws of the State of Washington. If any provision of this agreement or any application of this agreement to any employee(s) covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the agreement shall continue in full force and effect.

Section 3 – Philosophy

The District and Association acknowledge that student performance must be central to decision-making. Data-driven student performance is at the heart of school improvement efforts. Teachers have a key role in creating a school culture including focusing on learning, promoting a positive school climate, setting high expectations for all, developing instructional skills, and involving parents. Further, the parties acknowledge that the teaching profession includes implied professional responsibilities outside of the classroom including parent or student meetings, orientations, professional development, staff meetings, and collaboration with peers.

1 **A. 4-Day School Week Philosophy** *(Addition)*

2 Beginning with the 2017-18 School Year, the District adopted a four-day student school week with the
3 intention of increasing student and staff attendance, and improving working conditions by providing extra time
4 during a school year work week calendar for vacations, personal business, and appointments. While the District
5 recognizes all personal business and appointments cannot be accomplished on non-work day Fridays, the hope
6 is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual
7 personal leave days are intended for those special events or personal needs that cannot be accomplished on
8 non-work Fridays. Using a baseline from the 2015-16 school year, aggregated staff attendance numbers
9 (personal and sick leave) will be tracked and reported annually in support of the District's Four Day School Week
10 Waiver.

11 **Section 4 - Distribution of Bargaining Agreement**

12 Following ratification by the Association and approval by the Board of Directors, the District will provide an
13 electronic copy of this agreement to union members within thirty (30) days. Employees may print a copy for their
14 own use on District equipment at District expense. Annually negotiated changes will be distributed electronically
15 after board approval.

16 The District will provide a printed copy to new members of the bargaining unit whenever an employee is hired
17 during the contract period. A copy of the agreement will be available upon request for review to any applicant for
18 a certified employee position covered by the agreement.

19 **Section 5 – Memorandum of Understanding**

20 This agreement may be amended through Memorandum of Understandings (MOU). MOU agreements may
21 be completed through negotiations between the two (2) parties at any time during the life of the agreement.
22 Should either party desire to negotiate a matter, it shall notify the other party in writing of its desire to negotiate
23 and such negotiations will begin within fifteen (15) working days of the request.

24 MOU agreements shall, immediately upon ratification, become a part of the larger agreement and subject to
25 all of its provisions. The parties agree that negotiations under this Section shall not be used as means of
26 harassing the other party.

27 **Section 6 - Status of Agreement**

28 This agreement shall become effective upon ratification by the Association and the Board.

29 Rights, functions and privileges granted the Association as specified herein and to gain access to buildings
30 during working hours shall not be granted to a competing organization seeking to represent members of the
31 bargaining unit.

32 This agreement may be amended or modified only by the mutual consent in writing of both parties as
33 approved by the duly authorized signatures of the parties. Where there is a conflict between this agreement and
34 any resolution, rule, policy or regulation of the District, the terms of this agreement shall prevail.

Section 7 - Association/District Meetings

The District and the Association shall conduct regular labor/management meetings for the purpose of information sharing relative to the administration of this agreement. Meetings shall be conducted quarterly unless declined by the union, but they may be scheduled more frequently at the request of either party. The Superintendent or his/her designee shall meet with the Association President or his/her designee. Up to three (3) additional representatives for each party may be in attendance if one (1) day's notice of their attendance is given to the other party. Such meetings are not intended to replace and shall not preclude use of the Grievance Procedure.

Section 8 - Association Security

The District hereby agrees that every certificated employee shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and other Association activities. The District agrees that it will not discriminate against any certificated employee with respect to hours, wages or terms or conditions of employment due to his/her membership in the Association, or participation in any of the activities of the Association, including any grievance proceeding under this agreement, or otherwise with respect to any terms or conditions of employment provided by this agreement.

Section 9 - District Rights

All management rights, powers, authority and functions shall remain vested exclusively in the District, except those expressed and specifically surrendered or limited by the express provision of this agreement. The exercise of these rights outside the limitations of this agreement shall not be subject to the Grievance Procedure of this agreement.

In matters not covered specifically by language within this Agreement, the District management shall have the clear right to make decisions. This shall include the right of the District to make rules and regulations in order to maintain the efficiency of the District operation.

Section 9 - District Security

The Association agrees that during the life of this agreement it will not cause, authorize, condone, sanction, or take part in any strike, work stoppage or work slowdown.

The District agrees that during the life of this agreement it will not cause, authorize, or engage in a lockout of employees.

Section 10 - Nondiscrimination

The provision of this agreement shall be applied equally to all employees without discrimination based on race, religion, creed, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation, (gender expression or identity), marital status, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, unless such handicap prevents the employee from performing the duties of the position.

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

4 The District agrees not to interfere with the rights of employees to become members of the Association.
5 There shall be no discrimination, interference, restraint, coercion, or harassment by the District or any District
6 representative against any employee.

7 The Association recognizes its responsibility as bargaining agent and agrees to represent equally all
8 employees in the bargaining unit.

9 The private life of the employee is not an appropriate concern of the District unless actions and behavior in
10 the employee's private life diminish the overall effectiveness of the teacher in the classroom or violates the Code
11 of Professional Conduct as outline in Washington Administrative Code chapters 181-87 and 181-86.

12 **Section 11 - Deduction of Dues**

13 Upon receipt of a written Dues Deduction Authorization and Assignment from a bargaining unit employee, the
14 District shall make the appropriate payroll deduction as certified by the President of the Association and shall
15 transmit the monthly dues to the Association.

16 The Dues Deduction Authorization shall be on an appropriate enrollment form as agreed upon by the parties.

17 The Association agrees to refund to the District any amounts paid in error on account of the Dues Deduction
18 provision.

19 It is understood and agreed that this dues deduction system is for the collection of dues and shall not be used
20 for the collection of any Association-imposed fines, penalties, or assessments, or any other Association-imposed
21 collection of monies.

22 No member of the bargaining unit will be required to join the Association. Employees who wish to revoke this
23 Dues Deduction Authorization may do so only upon written notice to the Washington Education Association. New
24 employees who do not wish to join the Association will notify the SEA president by September 15 of each year.

25 **Section 12 - Use of District Facilities**

26 The Association shall be able to use District buildings for meetings when it will not interfere with the normal
27 business of the District and which will not cause additional maintenance or custodial care.

28 If a rental charge is established, the Association shall pay on the same basis as any other community group.

29 The Association shall be able to use the business machines of the District at reasonable times when the
30 equipment is not otherwise in use. The Association shall furnish at its own expense, or pay to the District the
31 value of all paper and supplies related to such use and shall be held responsible for any damage or maintenance
32 charges deemed appropriate.

33 The Association may use District telephones for toll calls for Association business. The Association shall be
34 billed and shall pay for all such charges.

35 The Association shall be allowed to post notices of activities and matters of Association concern on the
36 designated bulletin boards that are in the faculty lounges of each building. The material posted shall not contain

personal references or materials of a libelous nature, which would incite teachers or students against the community, teachers, the Board, or the Administration.

The Association will be allowed to use the in-District mail services and teacher mailboxes or email for communication purposes, providing that material is not detrimental or defaming to any individual or group. A copy will be given to the appropriate Building Principal(s) and/or Superintendent or his/her designee. This will be for informational purposes. The Association will have these privileges while this contract is in effect.

Section 13 - District/Citizens Advisory Committees

The Board of Directors will invite the Association to place a representative on any advisory committee being considered by the Board.

The Association, pursuant to the State Public Disclosure Act, shall be entitled to inspect and review any final report of a Citizens Advisory Committee prior to the submittal of the final report to the Board.

Section 14 – 4-Day School Week

The District and Association agree that while the District operates under a 4-Day School Week waiver, the District and Association will add or substitute the 4-Day School Week language under the following sections. In the event the District reverts to a 5-Day School Week, these substitutions or additions will be null and void and the District and Association agree to re-open the entire contract for negotiations.

1. Article I – ADMINISTRATION AND GENERAL, Section 3 Philosophy (*Addition*)
2. Article II – PERSONNEL, Section 13 – Workday and Preparation Period (*Addition*)
3. Article III – CERTIFICATED LEAVES, Section 1 – Sick Leave (*Addition*)
4. Article III – CERTIFICATED LEAVES, Section 2 – Employee Attendance Incentive Program (*Addition*)
5. Article III – CERTIFICATED LEAVES, Section 12 – Personal Leave (*Substitution*)
6. Article IV – EMPLOYEE WORK YEAR, Section 1 (*Addition*)

ARTICLE II - PERSONNEL

Section 1 - Hiring Practices

The District shall employ only teachers who are certificated and credentialed as required by applicable State law, the Washington Administrative Code and other requirements as specified by the Office of the State Superintendent of Public Instruction. Non-certificated personnel shall not be assigned work that requires a teaching certificate. All teachers shall be placed appropriately on the annual salary schedule as contained herein. The District shall maintain an affirmative action program or policy pursuant to guidelines established by the Washington State Human Rights Commission. A copy of this affirmative action program or policy shall be available for inspection to any teacher, upon request to the office of the Superintendent.

The Superintendent and the Principal may utilize members of the existing faculty to assist with the evaluation, interview and recommendation of new teacher applicants.

Section 2 - Layoff & Recall Procedures

A. Conditions Necessary for Layoff

1. All management rights, powers, authority and functions shall remain vested exclusively in the District, unless surrendered or limited by this agreement. The exercise of rights outside the limitations of this agreement will not be subject to the Grievance Procedures of this agreement.
2. Reasons that make layoffs necessary are:
 - a. Failure of a special levy election,
 - b. Insufficient State funding,
 - c. Large reduction in categorical funds or projects, or
 - d. Declining enrollment.
3. RCW 28A.405.100 (8)(a) stipulates that evaluation results for certificated classroom teachers must be used as one of multiple factors in making human resource and personnel decisions. Human resource decisions include, but are not limited to: staff assignment and reduction in force.
4. When the District is unable to maintain its ongoing program, the Board of Directors upon the recommendation of the Superintendent will determine the necessity for staff reduction. (The SEA will be given an opportunity for input and counsel, prior to the implementation of this layoff procedure.)
5. The Board may reduce the numbers of employees necessary using the following guidelines to determine the programs to be retained, modified or eliminated:
6. The highest priority shall be made to minimize the consequences of program and service reductions on the student's need for basic education courses of study to meet minimum education requirements.
7. The Board shall determine the program and services that the school can financially support, using state law as a guideline.
8. The District shall inform the Association by May 1 of the reason(s) and size of the proposed staff adjustments. The District and the Association will meet to review the changes.

B. Seniority

1. Seniority for lay-off is the length of regular contract service an employee has with the Selkirk School District as a certificated employee only.
 - a. A year of service is earned by fulfilling the number of days specified in the contract.
 - b. Seniority for employees who are placed under contract after the beginning of the school year will be computed by dividing the number of days worked by the number of days specified in the contract. For purposes of computing seniority, a day consists of 1/2 working day or more. For employees working less than 1/2 day, the seniority will be computed on the basis of full-time equivalency.
 - c. A day of seniority is based upon a day for which pay is received. Therefore, all unpaid leaves which interrupt an employee's service are excluded (except military leave).
 - d. If a tie exists, other certificated teaching experience will be considered.

C. Staff Adjustment Guidelines

If a layoff is implemented, a recall list shall be established for each open position which considers seniority, certification, and evaluation results. For employees who have been employed with the district for multiple years, the past five evaluations will be considered under evaluation results.

D. Certificated Employees Staff Reduction

1. Procedures for staff reduction: If the Board of Directors adopts a reduced or modified educational program, (by May 1,) the District will determine, as accurately as possible, the total number of certificated positions necessary to conduct the educational programs. Vacancies created by retirement, resignations, leaves, and discharges shall be taken into consideration in determining the number of available certificated positions prior to the following school year. Employees shall be assigned to these positions prior to the last teacher workday of the school year. A valid Washington State certificate will be required for the position(s) being considered.
2. Employees hired to fulfill grant-funded programs and not assigned to a general classroom may be laid off at the end of the grant (i.e., competitive grants with cycles of 1-4 years). Seniority will not be considered. At the time of hire, the employee will be notified of the possibility of lay-off at the end of the grant cycle.

E. Provisions for Reemployment of Laid Off Employees

1. All employees laid off as a result of staff adjustments will be placed in an employment pool from which they will have priority for reemployment.
2. Recall shall be determined as follows:
 - a. Seniority in the endorsement area,
 - b. Certification: Possession of any valid Washington State certification that may be required for the position(s) under consideration shall be a requisite.
 - c. Evaluation rating history, specifically in the basic or unsatisfactory range, shall be considered in determining placement on the recall list.
3. It is the responsibility of each individual placed in the reemployment pool to notify the District Office in writing between June 1 and July 31 if the individual wishes to remain in the employment pool for the second year. If a notice is not received, the individual will be dropped from the employment pool.
4. Individuals not re-employed before the start of the fall school term, may be placed on the substitute teacher roster (upon application). Laid off employees may renew annually their position within the substitute teacher roster.

F. Employment Notification

1. All laid off employees shall be responsible to provide a telephone number to the District Office where they can be reached.
2. Any laid off employee may assign his/her power of attorney to the Association, who will be authorized to accept or reject an employment offer on the employee's behalf.

3. When a vacancy occurs for which any employee in the employment pool qualifies, the Superintendent will notify the individual by telephone, email, or certified mail. The individual will have five (5) working days from the date of personal contact or receipt of the certified mail to accept the offered position.
4. Employees shall notify the District Office in writing (by letter or email) of their intention of accepting or rejecting the offer of employment.

Section 3 - Disciplinary Action For Cause

A. Definitions:

Informal Discipline is any action not adversely affecting the contract status of an employee and will involve one (1) or more of the following: verbal warning, written warning, written reprimand. These written forms of informal discipline shall not be placed in the employee's personnel file, unless they become a part of the formal discipline process and the employee is notified in writing.

Formal Discipline is any disciplinary action which results in a written record being placed in an employee's personnel file and will include the reason(s) for such action. Employees shall indicate they have seen such materials and have received a copy thereof by signing their signature and dating the copy that is to be placed in the employee's file.

Cause is the specific grounds forming the basis for disciplinary action.

B. Procedure:

An employee shall be disciplined only for just cause and sufficient cause. Charges forming the basis for a disciplinary action shall be made available to the affected employee at the time action is taken.

Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person shall be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as a basis for any disciplinary action against the teacher.

Any disciplinary action taken against the employee shall be appropriate to the behavior which precipitated the disciplinary action. The teacher and the administrator shall mutually set the standards of privacy at all disciplinary sessions.

C. Due Process:

Each employee shall be entitled to have an Association representative of his/her own choosing present during any formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. In the event a formal disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the agreement prior to the action being taken. Each employee shall be given adequate time for preparation, and presentation, which may include other persons.

Formal disciplinary action shall provide the right to be heard and in each case shall afford recourse to the Grievance Procedure.

Section 4 - Complaints

The employee shall be entitled to set the standards of privacy at the time of any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, parental group, student, or other person (complaint). The complaint shall be presented at a time and place mutually agreeable to the complainant and the teacher.

The teacher and the complainant shall work toward an informal resolution to the complaint.

If the complaint is not satisfactorily resolved, the principal or his/her representative shall try to resolve the complaint informally, if so requested by the teacher or the complainant. The principal or his/her representative shall respect the standards of privacy set by the teacher and the complainant.

If the complaint is not satisfactorily resolved, the teacher or the complainant may then write up a formal complaint and submit such to the principal. The complaint shall be presented at a time and place mutually agreeable to the teacher, complainant, and the principal.

If the complaint is not satisfactorily resolved, the principal may then formally submit the complaint to the Superintendent of Schools. The complaint shall be presented at a time and place mutually agreeable to the teacher, complainant, principal, and the Superintendent of Schools.

If the Superintendent of Schools does not satisfactorily resolve the complaint, the complaint may then be submitted by the Superintendent of Schools to the Board of Directors for their review and possible determination.

Section 5 – Employee Sexual Misconduct

In order to provide the safest educational environment for children, school districts must provide known information regarding employees' sexual misconduct when those employees attempt to transfer to different school districts.

Prior to hiring an applicant, the Selkirk Consolidated School District shall request the applicant to sign a Washington State Sexual Misconduct Disclosure Release form for each previous school district employer, pursuant to RCW 28A.400 and WAC 181-87 and WAC 181-88.

A. authorizing the applicant's current and past employers to disclose to the Selkirk Consolidated School District sexual misconduct, if any, by the applicant and make available to the Selkirk Consolidated School District copies of all documents in the previous employer's personnel, investigative, or other files relating to sexual misconduct by the applicant; and

B. releasing the applicant's current and past employers, and employees acting on behalf of that employer, from any liability for providing information.

Information received shall be used only for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied. The Selkirk Consolidated School District shall not hire an applicant who refuses to sign the release.

An applicant may be employed on a conditional basis pending review of any sexual misconduct information. If sexual misconduct information is disclosed, any contractual arrangements will become null and void immediately.

Section 6 - Academic Freedom

The parties agree that the Board of Directors, under the direction of statutory authority and the Washington Administrative Code, has the responsibility of directing development and adopting courses of study and lists of instructional materials. Teachers will be appointed to committees whose purposes shall be developing courses of study and lists of appropriate instructional materials to be recommended for Board adoption.

Teachers shall be responsible for following established curriculum; however, the teacher shall determine the method of presentation. Method of presentation will be subject to evaluation rubrics based on the state-approved evaluation tool the District has adopted. The teacher while utilizing the established materials and programs may supplement such established materials and programs so as to enrich the educational opportunities for the student.

The responsibility of a teacher shall include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and in insistence upon objective scholarship.

Section 7 - Personnel Files

The District shall maintain the employee's personnel file at the District Office. Each personnel file will contain at least the following minimum items of information: required medical information, evaluation reports and annual contracts, teaching certificates, college transcripts and fingerprint information.

The official files on teachers are confidential and as such shall be available for inspection only to the District administration and the individual employee provided, however, that information in such files shall also be made available for use to expressly authorized representatives of the District and teacher. In the event of an action necessitating the use of that information, express authorization of such use shall be required from the teacher. Provided, however, the parties recognize information and records in an employee's personnel file may have to be released under the requirements of the Washington public records law, under a subpoena, a union's request under a grievance or unfair labor practice, and other legal requirements and processes.

At the teacher's request, some other person of the teacher's choosing may be present for the review of the official file. Review of a teacher's official file will be supervised by the Superintendent or the Superintendent's designee. Nothing in the file may be removed, changed, or destroyed by the teacher. Teachers, at their own expense, may copy materials in their official files.

Each certificated teacher's official personnel file will contain only information pertinent to that teacher's employment with the District.

Any material not shown to a teacher within thirty- (30) calendar days after receipt or composition thereof shall not be allowed as evidence in any grievance or in any disciplinary action against that teacher, nor shall any materials be kept or placed in the personnel file without the teacher's knowledge and opportunity to attach his/her comments to it.

Section 8 - Certificated Staff Evaluation

A. General:

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth in RCW 28A.405.100. The minimum criteria shall include: (i) Centering instruction on high expectations for student achievement; (ii) demonstrating effective teaching practices; (iii) recognizing individual student learning needs and developing strategies to address those needs; (iv) providing clear and intentional focus on subject matter content and curriculum; (v) fostering and managing a safe, positive learning environment; (vi) using multiple student data elements to modify instruction and improve student learning; (vii) communicating and collaborating with parents and the school community; and (viii) exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for at least three of the evaluation criteria listed in this subsection.

Employees shall indicate they have seen such materials and have received a copy thereof by signing their signature and dating the copy that is to be placed in their personnel file.

B. Evaluation:

Evaluation shall mean the ongoing process of identifying, gathering, and using information to improve professional performance, assess total job effectiveness, and make personnel decisions (WAC 392-191A-030). The District and Association agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110.

1. **Responsibility for Evaluation:** Within each school the Principal shall be responsible for the evaluation of employees assigned to that school. Where no Principal is assigned to a school, the Superintendent or his/her supervisory designee shall perform the evaluation. An employee assigned to two (2) or more schools shall be notified in advance who the evaluator(s) will be. The administrative organization plan of the School District shall be used to determine lines of responsibility for any employee who is not regularly assigned to any school.
2. **Evaluation Criteria:** Employees shall be evaluated in accordance with the appropriate criteria set forth in RCW 28A.405.100. The 4-tiered evaluation form for classroom-assigned teachers and the substitute form used to evaluate Non-Classroom-Assigned Certified Staff are attached to this agreement as Appendix D, which is hereby made a part of this agreement.
3. **Required Evaluations:**
 - a. All employees employed by the School District shall meet with the building principal or designated evaluator within the first ninety (90) calendar days of the commencement of their employment or the beginning of the school year whichever is later, to discuss the employee's self-assessment and develop an evaluation plan for the school year.

- b. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than the last working day of the school year in which the evaluation takes place.
- c. If an employee is transferred to another position not under the Principal's jurisdiction, an evaluation shall be made at the time of such transfer.
- d. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date, if possible.

4. Evaluation Procedures:

- a. Observations to support evaluation ratings will be conducted openly and appropriate to the employee's position. Each teacher will be observed two times per year, though provisional employees shall be observed three times. One observation may be conducted at the employee's preferred time, if requested.
- b. A mid-year meeting will be held by February 15 with all employees which will serve as a progress check regarding professional goals and evaluation criteria.
- c. A teacher receiving a rating of BASIC or UNSATISFACTORY in any area may request additional observations or provide evidence and artifacts for the Principal/Evaluator's consideration.

5. Implementation of the Law:

Should any conflict arise between this Article and the law, the law shall be controlling.

Section 9 - Assignments/Transfers

A. Definitions

Vacancy: A vacancy will be determined to exist when a person must be hired to fill a position following all assignments and transfers.

New Position: A position is defined as a contracted teacher assignment. A new position would therefore be a full or part-time position that did not exist the previous year and for which a person must be hired to fill. Changes in teaching content to existing full or part-time positions will not be considered new positions.

B. General Provisions

Teachers shall be assigned according to the regulations of the State Board of Education. Grade, subject, school and activity assignments shall be made by the District based upon the needs of the District and the demonstrated skill, ability and professional qualification of the individual teacher to fulfill those needs. The District will notify all teachers prior to the end of the school year about changes to their probable assignments for the coming school year.

Those teachers being asked to transfer in grade level or subject area who also require preparation will be notified on or before the last working day of the school year. If retraining is necessary, the District will pay the cost of tuition, books, travel, meals and lodging if away from the employee's residence. Necessary retraining shall be defined as training required by the District and agreed to by the employee and/or training necessary to meet State Requirements.

Any teacher desiring a promotion or a transfer in grade, subject, school or activity assignment must submit a written request to the Superintendent on or before the end of the school year in order to be eligible for consideration for such transfer to be effective the following school year. Such request(s) will be kept on file until September 1 of the current year. Teachers requesting transfers will be notified in writing concerning the disposition of their request.

When school is in session, all vacancies and new positions shall be emailed to employees and posted on the bulletin boards in the respective building faculty rooms for at least five days in advance of the closing date and/or appointment date before out-of-district advertising occurs. During times when school is not in session, such notices shall be emailed to each member. In the event that no current staff member has appropriate certification and after consultation with the SEA President, a waiver will be granted to allow immediate posting of the vacant or new position to the public. Such notices will clearly set forth the qualifications for the position and the procedure for applying.

Assignments and transfers shall be subject to the Grievance Procedure only as to the procedural steps prescribed in this section.

Section 10 - Mentor Teacher Program

In order to foster growth and success of new teachers the District and the Association agree to implement a mentor program. A Mentor Teacher shall be totally voluntary for the mentor. All first-year teachers shall be participants of the Mentor Teacher Program, providing there is a willing and qualified Mentor. Selected mentor teachers shall receive a stipend as denoted in Appendix C, Supplemental Contracts.

If at all possible the mentor teacher shall be selected from the building of the beginning teacher. Selection shall be made by the building principal.

A. Mentor Teacher Qualifications

1. Match the subject area, building, and grade level of their beginning teachers whenever possible.
2. Employed full time, primarily as a classroom teacher.
3. Previous three (3) years of proficient or distinguished teaching evaluations.
4. Hold a valid teaching certificate.
5. Three (3) years of teaching experience within the District is preferable.

Section 11 - Position Sharing

1. Position sharing is a procedure whereby two employees other than substitutes share a position. Employees desiring to share a position must submit such request to the superintendent, or designee, no later than May 1 of each school year. The District shall determine, in a timely manner, whether or not to honor the request. It is the intent of the parties to conscientiously work towards solving problems of position sharing. Reasons for denial will be given upon request.
2. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as prep time, conferencing, and reporting responsibilities, early release days, attendance

- 1 at required meetings, coverage of class during one teacher's absence and arrangements which shall
2 insure intra-team communication necessary to support the total program.
- 3 3. If the position sharing dissolves because one of the employees moves to a full-time position, or resigns,
4 goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining
5 employee or assign the remaining employee into the position on a full-time basis.
- 6 4. The two employees will work with the building principal/program supervisor to establish the working
7 relationship between the parties involved within the following parameters:
- 8 a. Only two employees may share a position.
- 9 b. Each employee will be issued a standard contract with a salary proportionately based on his/her
10 salary schedule position for the amount of time to be shared (i.e., half-time=half salary).
- 11 c. Each employee will receive his/her proportional fringe benefit amount in terms of leave allocations.
12 Employees working greater than 630 hours will qualify for SEBB benefits. Those working fewer than
13 630 hours will not be eligible for SEBB insurance.
- 14 d. The employees may substitute for each other at the normal substitute pay rate or by changing the
15 work-hour pattern with the principal/supervisor's approval.
- 16 e. Seniority will accrue according to the length of the employee's contract (i.e., half-time=one-half year
17 seniority).
- 18 f. Employees will advance on the salary schedule the same as any other part-time employee.
- 19 g. Employees may establish their work schedule with approval of their principal/supervisor.
- 20 h. Entering into a position-sharing relationship does not waive any legal rights under Washington code
21 or contract rights under this Agreement.
- 22 i. Requests to move back into a full-time job will be made under the Assignment and Transfer
23 procedure contained in this Agreement.
- 24 j. Employees wishing to continue sharing a position should so inform the District by May 1.

25 **Section 12 - Individual Contracts**

26 Each employee shall be issued an individual employment contract which shall be subject to and consistent
27 with the laws of the State of Washington and with the terms and conditions of this agreement.

28 If used, supplemental contracts for extra-curricular and special assignments will also be subject to and
29 consistent with Washington State Laws and the terms and conditions of this agreement.

30 Should the District issue contracts in May prior to or during good-faith negotiations for the upcoming school
31 year, such contracts will be based on the salary schedule currently in effect. It is understood that the District will
32 enter into good-faith negotiations and that individual contracts will be adjusted in conformity with the agreement
33 reached between the District and the Association.

34 If an employee requests to resign prior to the beginning of the school year, after signing a contract, the
35 employee will be released from contract obligations when a suitable replacement can be found.

36 Two (2) copies of the individual contract will be given to the employee, one (1) of which will be signed and
37 returned to the District.

Section 13 - Workday and Preparation Period

The District and Association acknowledge that the teaching profession includes implied professional responsibilities outside of the classroom including parent or student meetings, orientations, professional development, staff meetings, and collaboration with peers. The expectation is that certificated staff should remain in their building during duty-free lunch times and preparation periods, unless the building principal or his/her designee gives them permission to leave the premises.

A. 5-Day School Week Calendar

On a 5-Day School Week, the teacher workday will be a seven and one-half (7 1/2)-hour day including the thirty (30) minute duty-free lunch period. This seven and one-half hour day shall include time before and after the student day. Based on school start and end times, each building principal shall designate the start and end times for the teacher workday at the beginning of each school year. Teachers will be free to leave five (5) minutes after bus departure on the last working day before Thanksgiving, Christmas, Spring vacation, and the last day of school in June. Any teacher wishing to complete their official check out for the year prior to 1 p.m. on the last day of school (if the last day is a half-day) must make prior arrangements with the principal.

Teachers who have extended their work day(s) during parent/teacher conferences beyond the regularly scheduled work day to complete conference duties, as documented by the Teacher and approved by the Building Principal, will be allowed to trade such documented time and leave no earlier than five (5) minutes after the students have been dismissed and buses have departed on the last day of scheduled parent/teacher conferences as established by the school calendar.

B. 4-Day School Week Calendar *(Addition)*

On a 4-Day School Week, the teacher workday will be an eight (8)-hour day including the thirty (30) minute duty-free lunch period. This eight-hour day shall include time before and after the student day. Based on school start and end times, each building principal shall designate the start and end times for the teacher workday at the beginning of each school year. Teachers will be free to leave five (5) minutes after bus departure on the last working day before Thanksgiving, Christmas, Spring vacation, and the last day of school in June. Any teacher wishing to complete their official check out for the year prior to the end of the work day on the last contractual work day of the year must make prior arrangements with the principal.

C. Preparation Time

The District shall provide a minimum thirty (30) continuous minutes duty-free lunch period for employees pursuant to State law. In addition, the District and Association mutually agree to the following:

1. During the preparation time employees should remain in their building unless the building principal or his/her designee gives them permission to leave the premises.
2. Preparation time will be interrupted only for the infrequent occasions that are necessary for maintenance of vital school services or programs.

3. Teachers will attend weekly staff meetings, and these meetings will not run over thirty (30) minutes past the teacher's workday, unless by mutual agreement.
4. Teachers will have readily available lesson plans for periodic review by their Principal and for use by substitutes when needed.
5. Preparation periods will be devoted primarily to the instructional program, conferring with parents or students and the maintenance of records.

Both parties recognize that preparation time is important. The District will attempt to schedule preparation period in blocks of time so as to afford (give) efficient use of such (prep) time by each teacher. (Unless mutually agreed to by teacher and principal, no block of regular time to be less than 15-minutes for TK-5 or one class period for 6-12.

1. Grades 6-12: All classroom teachers in grades 6-12 will have the equivalent of one instructional period per regular work day, which time will be used for classroom preparation.
2. Grades 1-5: Elementary teachers teaching grades 1-5 will have a minimum of 50 minutes per day (200 minutes per week in a 4-day week or 250 minutes per week in a 5-day school week) excluding the half hour of duty-free lunch, the regularly scheduled staff meetings and time before and after school, for classroom preparation. The District will attempt to schedule the time so teachers have at least one 30-minute block per day in grades 1-5.
3. Kindergarten: Certificated elementary teachers teaching Kindergarten will have a minimum of 55 minutes per day for preparation with at least one 25-minute block.
4. Transition to Kindergarten: Certificated elementary teachers teaching Transition to Kindergarten will have a minimum of 60 minutes per day for preparation with at least one 20-minute block.
5. Teachers assigned to both elementary and secondary assignments will have a prep time equal to certificated classroom teachers teaching in grades 1-5.
6. It is agreed that in the event of an unexpected or sudden decline in enrollment, then the preparation time at the elementary grades will be made available, but only guaranteed at a 45-minute daily level.

Section 14 - Method of Salary Payment

Employees are paid in twelve (12) monthly installments. Pay checks will be issued on the last business day of each month. Employees will provide appropriate information to the district office in order for paychecks to be directly deposited into the employee's bank account. Direct deposit accounts will only be changed if the employee provides information to the District Office in person or by phone.

Mistakes made in payment will be corrected as promptly as possible, giving due regard to avoiding any employee hardship.

An employee leaving the District's employment will be paid in the same monthly installments as those employees being retained by the District until the appropriate amount of compensation has been paid.

The teacher's current basic salary schedule is attached as Appendix B.

The teacher's supplemental contract salary schedule is attached as Appendix C.

Section 15 - Use of Personal Vehicles

Employees may use personal vehicles for official District business only with written authorization by the District. This authorization should be requested and obtained in advance of the anticipated usage. Employees will present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Employees should note that personal insurance should be adequate to cover possible liability claims where the transport of students is involved using staff vehicles. Upon approval, the cost-per-mile reimbursement shall be as per OFM guidelines.

Section 16 - Insurance Benefits

A. SEBB

The District shall contribute all allocated premiums by SEBB toward employees' covered benefits. Premiums shall be applied to the mandatory benefits offered by SEBB, currently medical, dental, orthodontia, vision, and basic life and accidental death. Employees shall be eligible for benefits based on SEBB guidelines.

- a. **Effective Date:** New employees who begin work on September 1 or through the first day of school shall begin coverage on the first day of work if they meet SEBB eligibility guidelines. Employees hired after at any other time during the school year and who meet SEBB eligibility guidelines will have an effective date of coverage on the first day of the month following the day they begin work.
- b. **Other Benefits:** Eligible employees will have access to all other SEBB offered plans and programs.
- c. **Ending Date:** Benefits shall end on August 31 for all employees who complete their school year contracts. If an employee resigns before completing the school year, benefits shall end on the last day of the month the resignation is effective or accepted by the Superintendent. Otherwise benefits are governed according to the insurance year and school year requirements.
- d. In the event that any unforeseen changes, that are subject to bargaining, regarding SEBB occur during the duration of this agreement, the parties agree to bargain the impact.
- e. Further, should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules govern.

B. VEBA

The district will make available a VEBA plan for annual sick leave conversion and conversion of sick leave upon retirement or death.

Section 18 - Employee Protection

A. Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent or designee. Immediate steps shall be taken by the Superintendent or designee 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. Precautionary measures for the employee's safety shall be reported to the employee and the SEA President by the Superintendent or designee at the earliest possible time.

- 1 **B. Legal Assistance:** Legal counsel shall be provided, through insurance, to any employee against whom a law
2 suit is initiated, provided such employee at the time of the act or omission complained of was acting within
3 the legal scope of his/her employment or under the direction of the District. No criminal acts will be covered.
- 4 **C. Professional Liability:** The District shall hold employees harmless and defend from any financial loss,
5 including reasonable attorney fees for any actions arising out of any claim, demand, suit, criminal
6 prosecution or judgment by reason of any act or failure to act by such employee within or without District
7 buildings, provided employee, at the time of the act or omission of act complained of, was acting within the
8 scope of his/her employment under the direction of the District. No criminal acts will be covered.
- 9 **D. Self-Protection:** Employees may use reasonable measures with a student, patron or other persons as is
10 necessary to protect him/herself from attack, physical or verbal abuse or injury, or to prevent damage to
11 District or personal property.
- 12 **E. Dangerous Students:** The District shall inform employees prior to assigning to such employees any student
13 who evidences or who has evidenced symptoms of behaviors that could present a health or safety problem
14 to the employee or to other students. The District shall present specific information about known symptoms
15 and/or behavior pattern(s) of such student(s) to employees in advance of assigning such students to
16 employee supervision. The District shall meet with employee(s) in advance of such assignment(s) to
17 discuss strategies for managing these situations and for outlining District resources and assistance that
18 shall be available to such employee(s) prior to such assignments being implemented.
- 19 **F. Short Term Removal:** Employees have the right to exclude a violent student from their classroom for the
20 balance of any class period.

21 **ARTICLE III - CERTIFICATED LEAVES**

22 **Section 1 - Sick Leave**

23 At the beginning of each school year each employee covered by this Agreement will be credited with an
24 advanced sick leave allowance of one day per month in which salary is paid, but no more than 12 days per year.

25 **A. 5-Day School Week Allocation (180 Certificated Staff Days)**

26 Employees working less than 180 7-hour days will receive sick leave credits on a prorated basis in the
27 proportion that their time worked bears to the number of contract days. Sick leave will be vested when earned
28 and may be accumulated up to a maximum of 180 days (or 1260 hours). Employees shall be provided a list of
29 accumulated sick leave credits on or before September 1.

30 **B. 4-Day School Week Allocation (168 Certificated Staff Days) (Addition)**

31 While the District operates under a 4-Day School Week waiver, at the beginning of each school year each
32 full-time employee covered by this Agreement will be credited 84 hours of sick leave. Employees working less
33 than 168 7.5-hour days will receive sick leave credits on a prorated basis in the proportion that their time worked
34 bears to the number of contract days. Sick leave will be vested when earned and may be accumulated up to a
35 maximum of 1260 hours.

C. General Provisions

Sick leave is defined as one (1) or more hours of absence from work duty during normally scheduled hours of work, normal work days, and/or normal work weeks due to an eligible employee's personal illness, injury, temporary disability due to pregnancy or childbirth, exposure to contagious disease, for keeping medical, dental or optical appointments, or need to provide emergency care for a relative in the custody of and residing in the home of the employee.

1. Paid sick leave will be granted to the extent of accumulated credits but only when an eligible employee is required to be absent from work for one of the following reasons:

- a. Illness, or temporary disability (will include, but not be limited to the disability of the employee due to pregnancy, miscarriage, abortion, childbirth, and/or recovery therefrom), or from keeping medical, dental or optical appointments.
- b. Exposure of the employee to a contagious disease when his/her attendance at work would jeopardize the health of others.
- c. In addition to the reasons listed above, emergency care of a relative in the custody of and residing in the home of an employee.

Sick leave credits are granted as a form of insurance to minimize a loss of compensation to employees due solely to reasons herein specified as the legitimate use(s) of sick leave.

Sick leave only accrues when the eligible employee is on pay status. No sick leave accrues during absences without pay.

After five (5) consecutive workdays of sick leave, a doctor's verification by certificate of the employee's health condition(s) may be required of the employee for verification of the employee's present illness. A second opinion may be requested and paid for by the District.

Absence will be charged as one (1) hour of sick leave for one (1) hour of absence in 15-minute increments.

D. Reporting Sick Leave

Absence due to illness or injury will be reported at the beginning of the absence and in accordance with procedure. Notice of illness requiring time off the job will be reported in-person, by voice call, or text to the principal or secretary no later than 7:00 a.m. of the day to be missed. Email notification of an absence without following with a voice call or text is not acceptable. If the person who is ill cannot return for the ensuing day, then an attempt will be made to notify the applicable Building Principal no later than 3:00 p.m. of the preceding day.

Section 2 - Employee Attendance Incentive Program

For the purposes of this section, regardless of whether the District operates a 5-Day School Week or a 4-Day School Week, any remuneration will be calculated using a 7-hour work day as the divisor into accrued leave.

*In addition, for the purpose of the following provisions under the Employee Attendance Incentive Program section, retirement will be defined as when an employee is eligible to receive benefits under Washington State Teachers' Retirement System (WSTRS) as defined in RCW 28A.400.212.

1 **A. Retirement or Death**

2 At the time of separation from school district employment due to retirement* or death, an eligible employee or
3 the employee's estate shall receive remuneration at a rate equal to one day of compensation for each four days
4 of accrued leave for illness or injury at district expense up to the maximum of 1260 hours (180 days).

5 Further, the parties agree that employees who are retiring will receive compensation for their full claim
6 against the employee attendance incentive program, provided the employee notifies the District in writing of their
7 intention to retire prior to **April 1** in the year immediately preceding the year of retirement (i.e. *April 1, 2015*
8 *notification for a June 2016 retirement*). Employees not providing notification to the District prior to **April 1** of the
9 year preceding their retirement will be limited to compensation capped at no more than \$15,000 for the pool of
10 employees retiring without prior notice, regardless of the total number of accrued days per employee. The
11 \$15,000 pool will be divided proportionate to the days accrued by each employee.

12 **B. Annual Sick-Leave Buy Back**

13 In addition, an eligible employee can exchange accrued sick leave, in excess of sixty (60) days, at a rate
14 equal to the daily compensation of the employee, one-day compensation for every four days of accrued sick
15 leave. Written request must be submitted to the district office by January 31, no claim may exceed twelve (12)
16 days for annual exchange, and is governed by RCW 28A.400.10.

17 **Section 3 - Family Illness**

18 Family illness is defined as one (1) (or) more days of absence from work duty during normally scheduled
19 hours of work, normal workdays, and /or normal work weeks due to the serious illness of the employee's
20 relative(s) as listed herein. Serious illness is defined as "incapacitated" as determined and put in writing by a
21 doctor. Paid family illness leave will be granted and shall be deductible from sick leave. For the purpose of this
22 leave, "relative" will include only:

- 23 1. Spouse,
- 24 2. Child, grandchild, or foster child, son-in-law, or daughter-in-law,
- 25 3. Grandparent, parent, brother, or sister of either the employee or spouse.
- 26 4. Any person living in the employee's household.
- 27 5. Other relatives not listed shall be dealt with by the Superintendent or his/her designee on an individual
28 basis with the employee.

29 **Section 4 - Injury on the Job**

30 The employee will file an application for Worker's Compensation in accordance with state law for a period of
31 absence from work due to injury or occupational disease resulting from employment with the Selkirk School
32 District. Such filing will be subject to the following procedure:

- 33 1. The first three (3) days off the job will be chargeable to sick leave when not paid by the Worker's Co-op
34 the NE Washington Worker's Co-op pays the first three days only if the time loss exceeds fourteen (14)
35 days.

2. After three (3) days, the employee shall elect one of these options:

- a. Elect to receive the appropriate industrial insurance and no supplemental District pay, in which case no charge will be made against sick leave for an absence beyond three (3) days.
- b. Elect to receive the appropriate industrial insurance payment and supplemental District pay, which together equals that employee's regular pay; in which case, sick leave shall be charged on the ratio of the industrial insurance payment to the employee's regular pay.

When sick leave credits are exhausted, or not available, the employee will go on a leave of absence without pay status. After two (2) years, the District may terminate the employee or may consider an extension of the leave of absence. If the employee is placed on permanent disability by the appropriate State authority before the exhaustion of sick leave credits or before the expiration of the leave of absence, then the date of termination of employment with the District will be the date on which the permanent disability becomes effective.

Should any employee apply for Worker's Compensation and the claim is then or later denied, sick leave credits may be used for the absence in accordance with other provisions of this policy.

The District will have the right to have the employee examined by a physician of the District's choice to determine the employee's fitness to return to work with the cost of such an examination to be borne by the District.

Section 5 - Bereavement Leave

Bereavement leave is defined as one (1) or more days of absence from work duty during normally scheduled hours of work, normal work days, and/or normal work weeks due to the death of the employee's relative(s) as listed herein. Paid bereavement leave will be granted when the employee is required to be absent from work for the reasons of death of the employee's relative(s). Leave for this absence will not exceed five (5) work days for any one occurrence, unless otherwise extended by the recommendation of the employee's supervisor, with the approval of the Superintendent or his/her designee.

Such extensions shall be deducted from the employee's sick leave. For the purpose of this leave "relative" will include only:

1. Spouse,
2. Child, grandchild, or foster child, son-in-law, or daughter-in-law,
3. Grandparent, parent, brother, or sister of either the employee or spouse.
4. The employee's former guardian or foster parent, or ward that resides elsewhere.
5. Niece, nephew, aunt or uncle.
6. Any person residing in the employee's household.
7. Other individuals not listed above will be dealt with by the Superintendent or his/her designee on an individual basis with the employee or at the employee's option, the employee may use sick leave.

Section 6 – Family Medical Leave Act (FLMA)

FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee

had not taken leave. Non-workdays will not be counted as part of the 12-week benefit period (winter, spring, and summer breaks). FMLA leave shall be used concurrently with other district leave (sick leave, personal leave,) and may result in some or all of the FLMA leave in paid status. The District tracks and maintains the paperwork associated with FMLA. After the fifth consecutive day absent from work, the school district will send the employee FMLA paperwork to determine if the leave is FMLA-eligible.

A. Eligible Employee Entitlement:

Twelve work weeks of leave in a 12-month period for:

1. The birth of a child and to care for the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. For a serious health condition that makes the employee unable to perform the essential functions of his or her job;
5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty," **or**
6. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

B. Employee Requirements

After the fifth consecutive day absent from work for an FMLA qualifying event, the employee must return the employer-provided FMLA paperwork. Employees must give employers 30 days written notice of when the leave is expected. Employees must submit their portion of medical premiums by the first of each month if the leave results in leave without-pay-status unless other arrangements have been made to withhold the premium from remaining paychecks.

If any language in the FMLA section is found to be in conflict with Federal laws or FMLA rules, Federal law and FMLA rules shall govern.

Section 7 - WA Paid Family Medical Leave (PFML)

Paid Family Medical Leave is leave paid through Washington State's PFML program and Selkirk employees must be on unpaid status to access PFML. The paid leave benefit is administered in two programs: Medical Leave and Family Leave. Minimum work hours are required to qualify. More details about PFML are available on paidleave.wa.gov. PFML weekly benefits are calculated based on employee's wage. Extended leave may also be available for service member families. Washington State administers the program, tracks qualification, and maintains paperwork.

1 **A. Eligible Employee Entitlement:**

2 Paid Family Medical Leave program is administered by Washington State that provides 12 or more weeks of
3 leave per year for specified family and medical reasons with continuation of group health insurance under the
4 same terms as if the employee had not taken leave.

5 **B. Employee Requirements:**

6 Employees must give employers 30 days written notice of when the leave is expected. If the employee
7 notifies the District Office that the employee is accessing PFML, the District will provide an application form to be
8 submitted to PFML. Employees must submit their portion of medical premiums by the first of each month they
9 are in leave without-pay-status unless other arrangements have been made to withhold the premium from
10 remaining paychecks.

11 If any language in the PFML section is found to be in conflict with state laws or PMFL rules, state law and
12 PFML rules shall govern.

13 **Section 8 - Jury Duty**

14 The Superintendent or his/her designee will allow leave with pay to permit an employee to serve as a member
15 of a jury, or to perform other civil duties.

16 Any employee who performs jury duty or other civil duties will retain travel reimbursement and per diem, if
17 any, which may be awarded the employee for the performance of jury duty or other civil duties.

18 **Section 9 - Military Leave**

19 Paid leave, not to exceed fifteen (15) calendar days in any one school year, shall be allowed an employee
20 ordered to active duty training in:

- 21 1. Washington National Guard
- 22 2. U.S. Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve
- 23 3. Any organized reserve or armed forces of the United States.

24 The individual requiring such leave will present to the Superintendent valid orders from the appropriate
25 military authorities showing date and place of reporting, length of tour of duty, and anticipated date of return to
26 the District.

27 Such leave will be in addition to any sick leave to which an employee might otherwise be entitled, and will not
28 involve loss of privileges, or pay.

29 **Section 10 – Leave of Absence**

30 An employee may be granted a leave of absence for a period of one (1) year; provided, however, if such
31 leave is granted, one (1) additional year may be granted.

32 The returning employee will be assigned to the position occupied before the leave of absence or to an
33 equivalent position in terms of pay and responsibilities. Employees hired to fill the position of employees on
34 leave of absence will be hired for a specific period of time with no continuing employment rights once the

employee on leave has returned and during which time they shall be subject to all provisions of this Agreement. It is the responsibility of the employer to inform replacement employees of these provisions. The employee shall retain accrued sick leave and seniority rights while on leave of absence. However, sick leave and seniority shall not accrue while the employee is on leave of absence

Section 11 - Personal Leave

A. 5-Day School Week Use *(Prior to 2017 – Substitute the 4-Day Language 2017)*

The Superintendent or his/her designee may approve not more than three (3) days personal leave per school year to employees for leave not specified in other sections of the leave policy. This leave shall require three (3) days advance notice, except in extenuating circumstances, in writing to the Building Principal.

Absences will be charged as ½ day of leave for 0-3.5 hours of personal leave and a full day for 3.6-7 hours of leave.

Employees will be allowed to carry-over one (1) one unused personal leave day to a maximum of four (4) in any year. Employees may not use more than two consecutive days of personal leave, provided, however, that the superintendent may grant exceptions for extenuating circumstances. Employees will be allowed to cash out unused personal leave up to the maximum of days earned at \$100 per 7-hours of personal leave. No pro-rated leave days will be eligible for carry-over or cash-out. Included in employees' August paychecks will be the cash value of any eligible personal leave per terms of this section unless the employee notifies the district office of the intent to carry over a full day of personal leave for the next school year. Notice to carry over must be provided to the district office in writing on or before the last contracted teacher workday of the school year.

B. 4-Day School Week Use *(Replaces 5-Day Language 2017 to present)*

While the District operates under a 4-Day School Week waiver, at the beginning of each school year each full-time employee covered by this Agreement will be credited 3 days or 22.5 hours of personal leave to be used for special events or personal business. Employees will make an effort to give at least three days' notice prior to taking leave. However, the District recognizes emergencies may arise that do not allow that notice.

Employees will recognize that the goal of the 4-day school week is improve working conditions by providing at least three business days per month of non-work time for personal business or vacation within the school year calendar which, hopefully, minimizes the need for additional personal time off. Increased staff attendance is a goal of the District's 4-day School Week Waiver.

Employees will not use consecutive days of personal leave, provided, however, that the superintendent may grant exceptions for extenuating circumstances.

Absences will be charged rounded to the nearest 15 minutes or .25 hour. At the end of the 2017-18 school year, and each subsequent year while the District operates a 4-day school week, any unused leave will be cashed out at per diem rates and included in each employee's August paycheck. No carryover of leave is permitted.

Section 12 - Association-Related Leave

1 Associated-related business on a short-term basis up to an aggregate of twelve (12) days per school year
2 with no more than six (6) days per employee shall be with pay unless approved by the superintendent.
3 Associated Related Leave must be requested through the union president. The Association shall reimburse the
4 District for the actual costs of the substitute. The Association shall hold the District harmless as outlined in the
5 Indemnification Agreement (Appendix A).

6 **Section 13 - Attendance at Professional Meetings & Conferences**

7 Upon submission of an appropriate expense voucher, paid leave with reimbursement for necessary lodging,
8 meals, travel, and registration expenses shall be granted by the Superintendent for previously-approved
9 attendance at professional meetings. It is the philosophy of the district to support as many professional
10 development requests as possible and to that end, reimbursement for lodging, meals, and travel may be
11 negotiated by the building administrator or Superintendent if the professional development is at the employee's
12 request and not required by the district. At minimum, for professional development in Spokane not requiring an
13 overnight stay, the employee will receive an offer to use a school vehicle.
14

15 **ARTICLE IV - OTHER TERMS & CONDITIONS OF EMPLOYMENT**

16 **Section 1 - Employee Work Year**

17 The District and Association acknowledge that the teaching profession includes implied professional
18 responsibilities outside of the classroom including parent or student meetings, orientations, professional
19 development, staff meetings, and collaboration with peers.

20 **A. Calendar**

21 The employee work year will be 180 days on a 5-day school week or the equivalent time dispersed on a 4-day
22 school week when the district operates under a modified calendar. The school district will present up to three
23 options for a school-year calendar and allow employee input on the selection. Final decision will be made by the
24 District taking into consideration majority preference.

25 **B. 4-Day School Week Work Year (Addition)**

26 While the district operates under the 180-Day Waiver resulting in a 4-Day School Week, the employee work
27 year will be 168 days including: 150 student days, 15 professional development days, and 3 days or 22.5 hours
28 for hours worked during parent/teacher conferences, K-5 Family Nights, 6-12 orientations, Open House, and
29 other non-school hour obligations (basketball dinner meals, Spirit Week or Homecoming activities, dance
30 chaperoning, after hours field trips, etc.). Up to 7.5 hours during the first four inservice days of the year will be
31 reserved to allow teachers classroom set-up time, unpacking curriculum materials, and preparing for the
32 upcoming school year. Those 7.5 hours will be determined by the building principal, but will include at least one
33 3 hour block and no block less than 2 hours.

C. Professional Growth Days

Beginning in 2018-19 and as long as a minimum of three (3) Professional Growth days are funded by the legislature two (2) additional non-contract days may be requested annually by each certificated staff paid at per diem for professional growth. Such days must be pre-approved by the Principal and/or Superintendent. Employees must attend training outside of contract time and submit documentation of registration, include a training description, and proof of attendance along with a timesheet. Training must relate to the employee's assignment or reassignment and/or relate to the employee's professional growth goals identified through the 4-tier evaluation system. Professional growth days will be paid at the employee's per diem rate. Documentation submitted to the business office after the 10th of the month, will be paid in the next month's payroll. Professional Growth Day documentation submitted to the business office after August 10th will be credited toward the next year's allocation.

Provided that in recognition of support of certificated staff new to the profession, those who do not hold a master's degree and have five or fewer years of experience will be eligible for up to a total of four (4) additional non-contract days for professional growth under the terms described above.

Section 2 – Provisions for Compensation

A. Education Lane

The employee's position on the education lanes of the salary schedule shall be determined by totaling the number of acceptable credits and degrees. For the purposes of this section:

(a) "BA" means a baccalaureate degree.

(b) "MA" means a master's degree.

(c) "PHD" means a doctorate degree.

(d) "Years of service" shall be calculated under the same rules adopted by the superintendent of public instruction.

(e) "Credits" means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A.415.020 and RCW 28A.415.023.

An employee shall present all official transcripts in envelopes sealed by the college/university as soon as possible after a contract is offered, but no later than the first working day unless other arrangements have been made with the Superintendent to extend that timeline. Documentation received after October 1 of each year will not be factored into salary placement until the following school year. Transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction, Olympia, Washington, for certification purposes.

Bachelor's Degree: The column headings on the salary schedule "BA+ (N)" refer to the number of credits earned since receiving the first baccalaureate degree. All employees will be placed on the salary schedule in accordance with their baccalaureate degree and actual educational credits earned after the granting of that degree. No more than ninety college quarter-hour credits or clock-hour equivalents received by any employee

after the baccalaureate degree may be used to determine compensation under the salary schedule unless the employee has a master's degree.

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

(i) Credits earned since receiving the master's degree; and

(ii) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the master's degree.

Clock Hours: Additional credit hours earned after the granting of the bachelor's degree and credit for experience shall be applicable for advanced placement on the salary schedule provided that the credits and experience were recognized by the Office of the Superintendent of Public Instruction (OSPI) in accordance with applicable provisions of WAC 392-121.

B. Experience Row

Row placement will be determined by full-time experience in a public, private, charter, or parochial K-12 school district where a certificate was required (*not preferred or optional, but required*) for the position as stipulated in the S-275 personnel reporting instructions from OSPI and WAC 392-121-264. Prior school district experience must be verified by the previous district(s). Experience documentation received after October 1 of each year will not be factored into salary placement until the following school year.

Provided that beginning with the 2023-24 school year, experience credit for full-time vocational instructors will be recognized on the Selkirk certificated salary schedule up to a maximum of 8 years and determined by actual state-accepted occupational experience acquired after subtracting the minimum vocational certification requirements of 6,000 hours for OSPI certification. Reporting on the S-275 for vocational teachers will be limited to actual teaching experience after earning OSPI vocational teaching certification.

Further provided, beginning with the 2023-24 school year, experience steps for employees with a Selkirk Substitute Emergency Certificate issued by OSPI and employed by the Selkirk School District while working toward an ESA certificate will be calculated on the same full-time/part-time calculation as regular certificated staff. For the purposes of this section "working toward" means enrolled in a program at the employees' expense and with the Superintendent's approval of the timeline for completion.

C. Compensation for Teaching During Prep Time

A certified teacher will be compensated for covering, during his/her duty-free planning time, another teacher's class during the student day. The assignment must be pre-approved by the principal, tracked by the teacher who will sign the monthly substitute documentation and verified by the building secretary. Compensation for covering during a designated preparation period will be for one-hour (1) at the hourly rate for a short-term substitute teacher. Payment will be calculated and paid monthly in accordance with all substitute teacher pay.

Section 3 - Teacher Facilities

The District considers the following listed facilities to be standard for classroom teachers and agrees to continue to maintain listed facilities presently available, and agrees to provide within the limits of budget allocations the listed facilities not yet available:

1. A work area with appropriate equipment as needed in the preparation of instructional materials.
2. A faculty lounge.
3. A desk or table, chair, and adequate facilities for filing and storage of instructional materials in the classroom. Employees agree not to paint or otherwise alter classroom equipment, furniture, or walls without prior permission from the Principal.

Section 4 - Embodiment

Except for the application of Article I, Section 4, the Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 5 - Teacher Work Load

The parties jointly recognize that small class size can be beneficial to students. The District shall attempt to assure that the number of students in classes shall not exceed the following:

1. Kindergarten: 22
2. Grades 1 & 2: 25
3. Grades 3 & 4: 28
4. Grade 5: 30
5. Grades 6-12 125 students per instructional day of six (6) periods.

The following are exceptions to the above:

1. Performing Arts
2. P.E. Classes

The above numbers will be based upon the State FTE formula, not by building average, but by class, including pull-outs.

When attendance exceeds the limits indicated above, and remains for a period of two (2) weeks, a class size committee will be in place to make recommendations on relief options designed to assist the affected teacher.

The class size committee will be made up of one WEA member, the building Principal and the affected teacher. The Committee will consider the following relief options:

1. Reassigning students to another class;
2. Classroom aide time;
3. Additional teaching time;
4. Reassigning of employees;
5. Other forms of assistance which may be proposed as recommended by the class size committee.

The class size committee shall meet within five days after the attendance exceeds the limits established above. The committee shall make recommendations to the Superintendent within five (5) days of their meeting.

1 The Superintendent will then review the recommendations submitted and either make a recommendation to the
2 Board of Directors' for action or respond with alternative solutions to the committee. (Days as used within this
3 section refer to school days.)

4 It is agreed that in the event of an unexpected change in enrollment, the above numbers cannot be
5 guaranteed. The District will make a good faith effort to maintain class size.

6 **Section 6 - Staff Protection**

7 The District will submit claims to the District insurance carrier for personal property damaged, destroyed, or
8 stolen while on school property and/or while used in the performance of an employee's duties provided the
9 equipment or property is used with express permission of the Principal. In addition, an employee's personally
10 owned property or professional equipment will not be subject to the insurance carrier deductible if the Principal
11 has approved the use of the item, in advance. The employee must submit a personal equipment inventory, in
12 advance of use, to the Principal.

13 **Section 7 - Student Discipline**

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

17 The Board and Superintendent shall support and uphold teachers in their efforts to maintain discipline in the
18 District, and shall give prompt response to all teachers' requests regarding discipline problems. Further, the
19 authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers
20 is supported by the Board. In the exercise of authority by a teacher to control and maintain order and discipline,
21 the teacher shall use reasonable and professional judgment concerning matters not provided for by specific
22 policies adopted by the Board and not inconsistent with Federal and State laws or regulations.

23 **Section 8 - Substitute Teachers**

24 The classroom teacher may submit to the Building Principal or designee a prioritized list of substitutes to be
25 called in case of that teacher's absence. The teacher's priorities will be honored whenever possible pending final
26 approval of the Principal.
27

28 **ARTICLE V - GRIEVANCE PROCEDURE**

29 **Section 1 - Definitions**

- 30 1. A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute regarding
31 an interpretation of the Agreement.
- 32 2. A grievant shall mean an individual employee or the Association.
33

Section 2 - Time Limits

1. Grievances will be processed as rapidly as possible; the number of days indicated at each step will be considered as maximum, and every effort will be made to expedite the process, except that any grievance will be processed during the period in which the parties involved are available. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.
2. To the extent that time limits are expressed in days, days shall consist of school days except that after the end of the regular school year they shall consist of all business days so that the grievance may be adjusted as soon as possible.
3. Failure of either party to comply within the time limits set forth will serve to declare the grievance as settled based upon the last request made or last answer provided, and no actions shall be taken.
4. The time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.

Section 3 - No Reprisals

There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

Section 4 - Submission of Grievances

1. Each grievance will be submitted separately except in cases wherein both the District and the Association mutually agree to have more than one (1) grievance handled in one (1) hearing.
2. If a grievance affects a group of employees or the Association, the Association may initiate and submit a Class Action or Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance will be commenced at Step Two.
3. If an employee is aggrieved by an action or nonaction of an administrator above the supervisor, Step One of the procedure will begin with the responsible administrator.

Section 5 - Selection of the Standing Arbiter

1. The parties to this Agreement agree to select a Standing Arbiter to hear all grievances which have not been resolved by the grievance procedure. The Standing Arbiter will be selected by mutual agreement. If a unanimous selection is not possible, the two sides will jointly request a list of five (5) names from the Public Employment Relations Commission. A coin toss shall determine the order of selection. Each party will alternately cross off one (1) name until only one (1) name remains. This person will then be designated as the Standing Arbiter to arbitrate unresolved grievances. This selection process will be completed within thirty (30) days of the execution of this Agreement.
2. It is mutually agreed that once selected, a Standing Arbiter will serve until formally replaced. If either party wishes to change the arbiter, a written Notice of Change would be submitted to the other party.

Another arbiter will then be selected as in the above procedure for all grievances filed after the Notice of Change has been submitted to the other party.

3. Grievances submitted by the Association will be subject to the arbitration process herein provided.

Section 6 - Grievance Processing Steps

Step One

- a. Informal discussion -- An employee with an individual or group grievance will discuss it first with the principal or immediate supervisor. This informal discussion will not be bypassed unless it is an Association or class action grievance. Only these two (2) individuals will attend this informal meeting or discussion, unless mutually agreed otherwise. If mutual agreement cannot be reached, the employee may bypass the informal meeting and mandatory time limits begin. Every effort will be made to resolve the grievance at this level in an informal manner. An employee requesting such a meeting will identify the subject as a grievance matter, and mandatory time limits hereinafter provided will officially begin immediately after the employee discusses the grievance with the principal or supervisor.
- b. Formal submission -- In the event the grievant is not satisfied with the disposition of the grievance through informal discussion, he/she will put the grievance in written form, indicating the article, section, and the specific term(s) violated or misinterpreted, the relief sought, and within five (5) days from the date of the informal discussion with the supervisor, present the signed grievance to his/her building principal or immediate central staff supervisor, who in turn shall within five (5) days provide the grievant with a written disposition of the grievance.

Step Two

In the event that the grievant is not satisfied with the disposition of the grievance at Step One, he/she will within five (5) days refer the grievance in writing to the District superintendent. The District superintendent or designee will meet with the grievant and will provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

Step Three

Conciliation. Grievances which are unresolved at Step Two may, by mutual agreement, be discussed at a meeting between the parties to the dispute during a labor/management meeting as provided in Article VII of this Agreement provided the request is made within five (5) days following termination of Step Two. All pertinent facts and information available will be reviewed in an effort to resolve the grievance through conciliation.

Step Four

The parties to this Agreement agree to submit to arbitration any grievance which has not been resolved through the use of the above enumerated grievance steps and procedures, provided it is submitted within ten (10) days following its termination in the grievance procedure. The Association will notify the other party in writing that the matter is to be submitted. The arbiter will hear the case submitted within ten (10) days after its

1 initial presentation. The arbiter will follow the Voluntary Rules of the American Arbitration Association and will
2 have no authority to extend, alter or modify this Agreement or its terms. The arbiter will limit his/her findings and
3 decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbiter will
4 have no power to extend the Agreement in the areas of wages, fringe benefits, or other items of cost. The
5 arbiter will be without power to award punitive damages. The arbiter will make a written report of his/her findings
6 of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the
7 grievant within ten (10) days after the final hearing is concluded. The arbiter's decision will bind both of the
8 parties. Both parties retain their usual right to seek legal relief regarding any arbiter's decision.

9 **Section 7 - Costs**

10 The District and the Association will bear its own expenses involved in the processing of a grievance. The
11 two (2) parties will share equally the cost of the arbiter.

12 **Section 8 - Limitations on grievances**

- 13 1. The grievance procedure will not apply to assignment to administrative or supervisory positions or
14 transfer of administrative or supervisory employees to subordinate positions.
- 15 2. Nonrenewal of provisional employees and matters relating to evaluation and placement of employees on
16 probation will be grievable only through Step Three of the grievance procedure. Such grievance will
17 pertain solely to alleged procedural discrepancies. Following Step Three of the grievance procedure,
18 nonrenewal of provisional employees, matters relating to evaluation, placement of employees on
19 probation, and nonrenewal or discharge matters will be governed and controlled by the rights,
20 procedures, and remedies afforded in RCW 28A.405.310.
- 21 3. Grievances relating to employee workload will be grievable only through Step Three of the grievance
22 procedure contained herein.
- 23 4. The parties agree not to use the concept of a continuing grievance.
24

ARTICLE VI - TERM OF AGREEMENT

This agreement shall be effective upon ratification by the parties, and shall continue in effect until June 30, 2026.

This agreement shall be opened as of April 1, yearly, or earlier by mutual agreement, for the following:

1. Salary Items
2. Supplemental Contract Salary Schedule
3. Transportation Reimbursement
4. Paid professional growth days
5. 4-Day School Week Areas Identified under Article I, Section 14
6. Other Items Mutually Agreed Upon

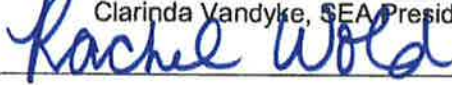
ATTEST:

FOR THE ASSOCIATION:

BY:




Clarinda Vandyke, SEA President



Rachel Wold, SEA Vice-President

FOR THE SELKIRK SCHOOL DISTRICT

BY:



Nancy Lotze, Superintendent

INDEMNIFICATION AGREEMENT

The Association agrees to defend, indemnify, and hold the District harmless against any claim, suits, orders, or judgments brought or issued against the District as a result of actions taken by the District's proper implementation of the provisions of this Article that pertain to "Association Leave" policies.

It is mutually understood and agreed that the provisions of this paragraph are contingent upon:

1. The District's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's choosing.
2. The District's compliance with paragraph 4 hereof: In the event the District chooses to be represented by its own counsel or fails to cooperate with the Association as provided herein, the District agrees that the Association will be discharged from any liability hereunder.
3. The parties to this agreement further agree that except as otherwise provided in paragraph 2 hereof, the terms and conditions of this agreement shall remain in full force and effect until and unless rescinded by giving written notice to the other which said notices shall be take place or have any effect hereunder during the terms of the collective bargaining agreement.
4. The District agrees to provide full cooperation and information to the Association in defending any suit which may be brought against it as a result of this hold-harmless agreement.

SELKIRK SCHOOL DISTRICT

2023-24 CERTIFICATED SALARY SCHEDULE

Years of Service	*** Education Experience ***							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	48,500	49,810	51,167	52,527	56,892	58,147	62,512	65,326
1	49,153	50,481	51,855	53,275	57,685	58,794	63,204	65,998
2	49,775	51,116	52,505	54,034	58,432	59,445	63,842	66,667
3	50,416	51,769	53,173	54,752	59,141	60,061	64,447	67,342
4	51,044	52,458	53,870	55,503	59,918	60,708	65,123	68,039
5	53,350	53,945	54,540	56,264	60,662	61,365	65,766	68,738
6	54,020	54,623	55,225	57,035	61,412	62,039	66,417	69,404
7	55,207	55,822	56,438	58,346	62,789	63,301	67,741	70,814
8	56,995	57,631	58,267	60,333	64,835	65,286	69,790	72,972
9		59,544	60,201	62,341	66,948	67,292	71,903	75,195
10			62,157	64,452	69,121	69,405	74,076	77,476
11				66,625	71,395	71,578	76,350	79,818
12				68,728	73,731	73,836	78,684	82,259
13					76,124	76,174	81,077	84,757
14					78,528	78,581	83,639	87,351
15					80,571	80,623	85,813	89,622
16					82,182	82,235	87,529	91,414
17						83,836	89,226	93,208
18						85,436	90,924	95,003
19						87,037	92,621	96,797
20						88,637	94,319	98,592

For education lane and experience row placement, please see Article IV, Section 2: Provisions for Compensation.

SELKIRK SCHOOL DISTRICT 2023-24 CERTIFIED SUPPLEMENTAL CONTRACTS

Employees experience placement is based on Selkirk School District only.

Supplemental contracts are paid by either by semester (up to 2 x the stipend per year) or as a single annual stipend.

0-3 Years	4-6 Years	7-9 Years	10+ Years	By Semester or Annual	Supplemental Contract
\$2,500	\$2,750	\$3,000	\$3,250	Annual (1)	Yearbook Advisor
\$2,500	\$2,750	\$3,000	\$3,250	Semester (2)	**Music Director
\$2,500	\$2,750	\$3,000	\$3,250	Semester (2)	*Drama
\$1,500	\$2,000	\$2,500	\$3,000	Annual (1)	*Gaming Club
Free Ski tickets & transp.	Free Ski tickets & transp.	Free Ski tickets & transp.	Free Ski tickets & transp.		*Ski Club
\$1,500				Annual (1)	+Junior Class Advisor
\$1,500				Annual (1)	+Senior Class Advisor
\$1,000				Annual (1)	Mentor Teacher

*Must have at least 7 students participating and have non-school student performances or participation.

**Music Director stipend is predicated at minimum pep band during football (2 events) and home basketball (10 events plus post-season play if applicable) plus non-school performances beyond the winter holiday concerts in December to include The Ritz and Jazz on a Winter's Night. Stipend will only be paid in semesters when non-school day events are scheduled. School Day events (*Veteran's Day, MLK Concert, and Christmas concerts are considered part of the regular music teacher assignment and are not considered supplemental contract activities.*)

+Maximum 2. Junior Class Advisors expectations: Organize student concession workers, chaperone concession events, participate in other class fundraising, and chaperone prom (with one chaperone riding the bus).

++Maximum 2. Senior Class Advisors expectations: Participate in fundraising, coordinating senior trip with Career Choices & Independent Living teacher and chaperoning the senior class trip.

Other Contracts

Extended Days if offered

Paid at per diem

Hourly Afterschool Tutoring

Paid at per diem hourly rate

Teachers with five experience years or less will be given preference and first opportunity to sign up for any or all after school tutoring slots before other teachers. Teachers with 6 years to 10 years will be give the second opportunity. After that, all SEA certificated staff may sign up for remaining after school tutoring slots.

*Teachers participating in after school tutoring must submit a timesheet that shows work outside of the contracted day. Up to two (2) hours per session. Payment will be made at the end of the month for timesheets submitted to the principal by the first working day of each month for work completed in the prior month. Timesheets received after the first working day may not be paid until the following month.

SELKIRK CONSOLIDATED SCHOOL DISTRICT #070

Teacher Evaluation Form

Teacher: _____ Assignment _____ SY: _____
 U = Unsatisfactory (1) B = Basic (2) P = Proficient (3) D = Distinguished (4)

Expectations:	Overall Criterion Rating = _____	U	B	P	D
Criterion 1: Centering Instruction on High Expectations					
1 Providing Learning Goals and Scales (Rubrics)					
1.2 Celebrating Success					
1.3 Understanding students' interests and backgrounds					
1.4 Demonstrating value and respect for typically underserved students.					

Instruction:	Overall Criterion Rating = _____	U	B	P	D
Criterion 2: Demonstration Effective Teaching Practices					
2.1 Conducting direct instruction lessons.					
2.2 Conducting practicing and deepening lessons.					
2.3 Conducting knowledge & application lessons.					
2.4 Asking in-depth questions of reluctant learners and typically underserved students.					
2.5 Probing incorrect answers of reluctant learners and typically underserved students.					
2.6 Noticing when students are not engaged					
2.7 Using and applying academic vocabulary					
2.8 Evaluating effectiveness of individual lessons and units					

Differentiation:	Overall Criterion Rating = _____	U	B	P	D
Criterion 3: Recognizing Individual Student Learning Needs & Using Strategies					
3.1 Effective scaffolding of information within lessons.					
3.2 Planning and preparing for the needs of all students.					
SG 3.1 Establish student growth goals (single student or subgroup)					
SG 3.2 Achievement of student growth goals (single student or subgroup)					

Content Knowledge:	Overall Criterion Rating = _____	U	B	P	D
Criterion 4: Clear and Intentional Focus on Content and Curriculum					
4.1 Attention to established content standards.					
4.2 Use of available resources and technology					

Learning Environment:	Overall Criterion Rating = _____	U	B	P	D
Criterion 5: Fostering a Safe and Positive Environment					
5.1 Organizing the physical layout of the classroom.					
5.2 Reviewing expectations to rules and procedures					
5.3 Demonstrating "withitness"					
5.4 Applying consequences for lack of adherence to rules and procedures.					
5.5 Acknowledging adherence to rules and procedures.					
5.6 Displaying objectivity and control.					

Assessment:	Overall Criterion Rating = _____	U	B	P	D
Criterion 6: Using Multiple Data Elements to Modify Instruction and Improve Student Learning					
6.1 Designing instruction aligned to assessment.					
6.2 Using multiple data elements.					
6.3 Tracking student progress.					
SG 6.1 Establish student growth goals (whole class/grade)					
SG 6.2 Achievement of student growth goals. (whole class/grade)					

Families & Community:		Overall Criterion Rating = _____			
Criterion 7: Communicating with Parents and School Community		U	B	P	D
7.1	Engaging in positive interactions with parents and school community about courses, programs, and school events.				
7.2	Engaging in timely and professional interactions with parents and school community.				

Professional Practices:		Overall Criterion Rating = _____			
Criterion 8: Collaborative & Collegial Practices Focused on Student Learning & Improving Instruction		U	B	P	D
8.1	Seeking mentorship for areas of need or interest.				
8.2	Promoting positive interactions with colleagues.				
8.3	Participating in district and school initiatives.				
8.4	Monitoring progress relative to professional growth and development plan.				
SG 8.1	Establish and/or participate in team student growth goals.				

Type of Evaluation: **90-Day** _____ **Focused** _____ **Comprehensive** _____

Evaluation Summative

Scores:

COMPREHENSIVE Rating:
(List numerical score)

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

Student Growth Impact

(Include all SG scores from 3, 6, & 8
*A score of (1) in any results in automatic low SG Impact rating

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

Or

FOCUSED Rating:
(Must use **Criterion 3** or **6** at minimum)

Unsatisfactory	Basic	Proficient	Distinguished

Student Growth Impact

Sum growth components of 3, 6, & 8
*A score of one (1) in any results in automatic low SG Impact rating

Low	Average	High

Overall Evaluation Rating:

Teachers with a Summative Rating of *Distinguished* must have SGI score in the average or high range. A low SGI score will lower a *Distinguished* score to *Proficient*.

Unsatisfactory _____	Proficient _____
Basic _____	Distinguished _____

Possible Goal Areas to consider for next year:

Other Notes/Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement.

Teacher Signature _____

Date _____

Supervisor Signature _____

Date _____

SELKIRK CONSOLIDATED SCHOOL DISTRICT NO. 070
lone, Metaline, Metaline Falls
Washington

**NON-CLASSROOM-ASSIGNED CERTIFICATED STAFF
EVALUATION**

NAME: _____

DATE: _____

SCHOOL OR LOCATION: _____

TYPE OF EVALUATION

ASSIGNMENT: _____

____ Annual
____ 90-Day
____ Other

Professional Preparation & Scholarship _____

Work Stations Management _____

Knowledge of Subject Matter _____

Handling of Student Discipline & Attendant Problems _____

Specialty & Professional Skills _____

Effort Toward Improvement _____

Interest in Student Progress _____

Personal & Professional Characteristics _____

OVERALL PROFESSIONAL APPRAISAL: _____ **Satisfactory**

____ **Needs Improvement** *(See attached Improvement Plan)*

____ **Unsatisfactory** *(See attached Probationary Plan)*

Check One: _____ **Short Form:** Evaluator & Employee agree to a short-form evaluation this school year.
Employee eligible for Short Form after two consecutive years of Satisfactory ratings on the long form.

____ **Long Form:** Comments and ratings are included on attached pages.

Supervisor(s) Comments: _____

Supervisor's Signature _____

Supervisor's Title _____

Date _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Date: _____

Certificated Staff _____

O – Outstanding "O", "NI", and "U" ratings require specific comments and documentation
S – Satisfactory
NI- Needs Improvement
U – Unsatisfactory
N – Not observed or Not Applicable

PROFESSIONAL PREPARATION AND SCHOLARSHIP

____ A. Possesses academic background appropriate to the subject area or grade level, and is current in that subject area or grade level.

Comments

KNOWLEDGE OF SPECIALITY AREA

____ A. Possesses and maintains competence in specialty area.

Comments

SPECIALITY AND PROFESSIONAL SKILLS

- _____ A. Effectively uses diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents and related agencies.
- _____ B. Is proficient in communication skills, both oral and written.
- _____ C. Fulfills responsibilities regularly, promptly and completely.
- _____ D. Maintains close coordination with teachers of affected students who are receiving specialized services.
- _____ E. Makes and follows through on appropriate referrals.
- _____ F. Is proficient in the selection, organization and utilization of materials and equipment.
- _____ G. Demonstrates competency.
- _____ H. Establishes immediate and long-range service objectives.
- _____ I. Prepares effective plans to meet service objectives.

Comments

INTEREST IN STUDENT PROGRESS

- _____ A. Develops rapport with the student as an individual in a professional manner.
- _____ B. Deals with confidential information and communication in an ethical manner.
- _____ C. Evaluates individual student progress and maintains records as appropriate to field of specialty.
- _____ D. Encourages students to accept responsibility for performance and goals.

Comments:

WORK STATION MANAGEMENT

- _____ A. Selects and prepares equipment and materials in advance of use time.
- _____ B. Maintains orderly, attractive and stimulating station environment and atmosphere.
- _____ C. Provides adequate plans for a substitute.
- _____ D. Considers abilities, interests and present performance levels of students in planning
- _____ E. Is consistently prompt and accurate with reports.
- _____ F. Maintains an appearance that does not detract from the educational process.
- _____ G. Exhibits self-control, mature behavior and judgment.

Comments

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

- _____ A. Establishes and maintains order and discipline in the work station including:
1. quiet when appropriate;
 2. attention to the employee when instruction is being given;
 3. students conforming to established rules.
- _____ B. Shows consistency and fairness in dealing with student behavior.
- _____ C. Disciplines students in a firm but controlled manner.
- _____ D. Encourages students to develop courtesy, self-control, respect and responsibility.
- _____ E. Enlists the assistance of counselors, vice-principal, principal and other supportive personnel when appropriate.
- _____ F. Assists in maintaining control and enforcing rules throughout the school.

Comments

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- _____ A. Is responsive to supervision and constructive criticism.
- _____ B. Endeavors to implement suggestions for improvement.
- _____ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments

PERSONAL AND PROFESSIONAL CHARACTERISTICS

- _____ A. Maintains an appearance that does not detract from the educational process.
- _____ B. Exhibits sound health and energy.
- _____ C. Exhibits self-control, mature behavior and judgment.
- _____ D. Exhibits flexibility.
- _____ E. Exhibits proper command and use of language skills.
- _____ F. Is willing to make decisions and accept responsibility for those decisions.
- _____ G. Demonstrates cooperative attitude toward the acceptance of school responsibilities.

Comments