

NEGOTIATED AGREEMENT

BETWEEN THE

CONWAY SCHOOL DISTRICT #317

AND THE

CONWAY EDUCATION ASSOCIATION (CEA)

2023-2026

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 - Recognition

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit and the Association recognizes the responsibility of representing the interests of all such employees. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2). The bargaining unit to which this Agreement is applicable shall consist of all certified employees in all general job classifications excluding administration positions.

Section 1.2 - Individual Rights

Neither the Association nor the District shall discriminate against any employee subject to this agreement on the basis of race, creed, color, gender, sexual orientation, national origin, age, marital status, religious preference, or the presence of any mental or physical disability provided the particular disability does not endanger the health, safety, or proper performance of duties of the disabled person or others, except as otherwise required by the District's affirmative action program.

Section 1.3 - Equity

The District and CEA will collaborate to develop a shared vision for promoting racial and social equity. This collaborative effort will a) consider conditions in the school community affecting members of marginalized communities and factors that perpetuate inequities, and b) include professional development on racial literacy, related instructional practices, and building inclusive school environments.

Section 1.4 - Administrative and Staff Hiring

In regard to administrative hiring, two CEA members would be invited to participate in a pre-selection process in which the needs of the school are clarified and participate in preliminary interviews.

In regard to certificated staff hiring, one certificated member shall be selected to participate on the new staff interview team.

The hiring preferences of a teacher taking an extended leave of absence and the grade-level team will be strongly considered prior to the hiring of the leave replacement teacher who will fill the leave replacement position.

Section 1.5 - Association Rights

Authorized representatives of the Association shall have the right to transact Association business on the school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association shall have the right to use District facilities and equipment at reasonable times when not otherwise in use.

The Association shall have the right to post notices of activities and matters of Association business on bulletin boards, which shall be provided in each school building. The Association may use the district mail services, certificated personnel mailboxes and email for communication with the District assuming no responsibility for the distribution of any communication.

The Association president and District administrator(s) shall agree to meet during the school year to discuss mutual concerns. These rights are agreed to by the District and the Association for the purpose of maintaining a professional relationship between the parties to this Agreement.

Section 1.6 - Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, 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. This Agreement shall supersede any District rules, regulations, policies, resolutions, or practices which shall be contrary to or inconsistent with its terms.

In the event a provision(s) is/are determined to be contrary to law, such provision shall be renegotiated. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

Section 1.7 - Distribution of Agreement

Two (2) copies of the final Agreement shall be prepared. The signatures of the President of the School Board and the President of the Association shall be affixed to each copy. One copy shall be provided to the School Board for inclusion in official minutes and another to the Conway Education Association.

It shall be the responsibility of the School District to provide an electronic copy of the negotiated Agreement between the School District and the Conway Education Association to each member of the bargaining unit. An electronic copy will be provided for new employees at the beginning of their employment.

ARTICLE II - LEAVES

Section 2.1 - Sick Leave

Sick Leave shall be accumulated at the rate of 12 days per year for each full-time certificated staff member and shall be frontloaded. Part-time teachers shall be prorated on an FTE basis (e.g., 1 FTE = 12 days; 1/2 FTE = 6 days). Maximum accumulation is 180 days by statute. Further, the District may require a medical release from the employee's physician or health care practitioner at the conclusion of the leave in order for the employee to return to work. The District may require of an employee who fails to return from Sick Leave a repayment of any health plan premiums paid by the District during the term of the leave if the employee's failure to return is not related to a serious health condition or events that are beyond the employee's control.

Section 2.2 – Family Related Leave and Paid Family and Medical Leave (PFML)

2.2.1 Family Related Leave

1. **Pregnancy Disability Leave:** Sick leave may be used for pre-childbirth and post-childbirth disability for any period of time verified by a health care provider. Sick leave is not necessary and will not be debited for any portion of pregnancy disability leave that occurs during a scheduled school break. Leave for pregnancy disability is in addition to any leave available under the Family and Medical Leave Act (FMLA) and the paid family and medical leave (PFML) program unless an employee chooses to use sick leave and either FMLA or PFML concurrently.
2. **Parental Bonding and Adoption Leave:** During the first year after the birth or adoption of a child, an employee may use up to 12 weeks of sick leave for parental bonding or adoption leave. Parental bonding leave is separate from pregnancy disability leave.
3. **Family Medical Leave:** Family leave shall be provided in accordance with the federal Family and Medical Leave Act (FMLA) and the state Paid Family and Medical Leave (PFML) program described further in 2.2.2, below. Employee rights to use intermittent leave and to take leave when both parents are employed by the District will be implemented in accordance with the law.
4. **Unpaid Family and Medical Leave:** In addition to the leaves available above, a certificated employee employed full time on a continuous basis is eligible for an unpaid leave of absence during a contract year for family or medical reasons as described above. Eligible employees will be provided up to 12 weeks of unpaid leave during any 24-month period to: (1) care for employee's newborn or newly adopted child, (2) care for the employee's spouse, significant other, parent, or son/daughter, step-son, step-daughter, or grandchild that is suffering from a serious health condition, or (3) for a serious health condition that makes the employee unable to perform his/her job. Part-time employees may be granted unpaid leave on a pro-rated basis based upon their FTE percentage. At the discretion of the District, this leave may be extended by 6 weeks. If an unpaid leave is taken, the District will provide the same full health benefit coverage the employee had prior to the leave for the duration of the leave. The District may require of an employee who fails to return from an unpaid family or medical leave a repayment of any health plan premiums paid by the District during the term of the leave if the employee's failure to

return is not related to a serious health condition or events that are beyond the employee's control.

5. **Notice of Leave:** When the need for pregnancy disability leave, parental bonding, adoption leave, or family and/or medical leave is foreseeable, an employee will provide the District at least thirty (30) days' written notice before leave is to begin. An employee will provide the District written notice as soon as is practicable when an emergency exists and thirty (30) days' notice is not possible. The employee may be required to provide medical certification to support his/her request for leave. Further, the District may require a medical release from the family member's physician or health care practitioner at the conclusion of the leave in order for the employee to return to work.
6. **Return from Leave:** Upon returning from the leaves set forth in 1-4, above, an employee will be reinstated to the same or equivalent position as held prior to the leave unless the employee is subject to a reduction in force under Article VII or an involuntary change of assignment or involuntary transfer under Article IX.

2.2.2 Paid Family and Medical Leave (PFML)

1. **Paid Family and Medical Leave Program Eligibility** Subject to law and the terms below, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The District shall use the state PFML insurance program, administered by the Washington State Employment Security Department (ESD). To be eligible for this leave, employees must have worked a minimum of 820 hours over four (4) consecutive calendar quarters and have a qualifying event. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.
2. **PFML and FMLA:** When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee may elect to use PFML consecutively after FMLA leave. When an FMLA-qualifying event continues after an employee's use of PFML, an employee may elect to use FMLA leave consecutively after PFML.
3. **PFML and Sick and Personal Leave:** Employees may use accrued sick and personal leave to supplement such paid leave received under the State's Paid Family and Medical Leave program for which the employee qualifies. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. If an employee elects to use accrued sick and personal leave to supplement the PFML benefit, this may be done in increments of 2.5 hours or 5 hours of leave per day for the duration of the PFML leave or until such time as accrued leave is exhausted. The employee will notify the District of this election prior to or at the time of the employee's PFML leave. Any changes to this election must occur by the 15th of each month via notification to the District Human Resources office.
4. **Health Benefits:** SEBB will maintain health insurance benefits during PFML leave. Employees must continue to pay the employee share of such health insurance premiums during the PFML leave of absence. Such payment will be deducted per normal procedure from the employee's monthly pay or, if the employee is not receiving pay, will be paid by the employee in the form of a check provided to the District by the 1st of each month following a month in unpaid status.

5. **Premiums:** Per Article V, Section 5.2 of the Collective Bargaining Agreement between the parties, the District will pay the employee share of PFML for all certificated salaries.
6. **Notices, Procedures and Claims:** The District will post a notice in a common area in each workplace about the benefits available under PFML. Employees are responsible to file claims with the ESD in accordance with ESD procedures, and benefit payments will come from the ESD. An employee must provide the employer at least thirty (30) days' written notice before PFML is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition. An employee must provide the employer written notice as soon as is practicable when thirty (30) days' notice is not possible. The District will provide employees with a known qualifying event a written statement of their rights, and upon request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

Section 2.3 - Bereavement Leave

Employees shall be granted a leave of absence with pay for five (5) days when such absence is occasioned by the death in a family. Additional days shall be subtracted from sick leave or have deductions equal to substitute's pay, whichever the employee shall choose. (Family defined as wife, husband, significant other, father, mother, parent substitute, son, daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents-in-law, uncle, aunt.)

Employees shall be granted two days leave of absence with pay when absence is occasioned by the death of a nephew, niece, cousin or close friend. Additional days shall be subtracted from sick leave or have deductions equal to substitute's pay, whichever the employee shall choose. Cases of simultaneous multiple deaths shall provide up to seven (7) days leave. Any additional bereavement leave than that provided must be submitted to the superintendent for consideration.

Section 2.4 - Emergency Leave

Emergency Leave shall be granted for not more than two (2) days per year. It is non-accumulative and is not to be taken from sick leave. Emergency leave may be taken in case of emergencies as defined in the following:

The problem must have been suddenly precipitated and must be of such nature that preplanning is not possible or where preplanning could not relieve the necessity for the teacher's absence. Weather conditions do not constitute a proper use of emergency leave. Each request will be considered on an individual basis by the administration.

Section 2.5 - Professional Improvement Leave

A professional improvement leave may, at the Board's discretion, be granted for one quarter, one semester, or one year to an employee who has served the District a minimum of six (6) years. To qualify for a professional improvement leave, an employee must be eligible following the leave for at least five (5) years of service before reaching thirty (30) years of service and/or becoming eligible for state retirement.

An employee on professional improvement leave shall receive all employee benefits he/she would have received if he/she had remained on active duty and fifty percent (50%) of his/her regular salary. The difference of the cost of the substitute and the on-leave teacher's salary shall be used when calculating the salary compliance.

An employee receiving salary while on professional improvement leave shall not engage in teaching or other remunerative occupations during such period. This does not prevent an employee from furthering his education on a teaching scholarship or fellowship.

An employee granted a professional improvement leave shall agree to return to regular service in the District upon the expiration of said leave, for a period of at least three (3) years. If an employee does not return to regular service with the District at the expiration of the leave, all salary paid during the leave shall become due and payable to the District. For partial service, it shall be pro-rated.

If an employee should die or become permanently disabled while on professional improvement leave, no repayment of salary paid while on leave shall be required.

An employee desiring professional improvement leave must submit a written request to the Superintendent prior to March 15 of the school year prior to the year for which professional improvement leave is desired. The request shall specify the reasons for which leave is requested and shall state how said leave will be of benefit to the district. The request shall also provide for regular progress reports to the Board and for a commitment to staff in-service training for the district upon return from said leave.

Only one employee may be granted professional improvement leave during any three-year period.

An employee returning from professional leave shall be given the same consideration for returning to the position of his/her last assignment as if he/she had been in a regular teaching assignment.

Section 2.6 - Personal Leave

Three (3) days of personal leave per year will be granted to certificated employees. Personal leave days will be allowed to accumulate up to a maximum of five (5) days. Certificated employees will not be required to state any reason for the leave other than beyond the term "personal". Employees will arrange scheduling of personal leave days with their building administrator and will be requested to give one (1) business day advance notice whenever possible. Upon written request and approval an employee's accumulated Personal Leave (not to exceed 5 days) may be cashed-out at a rate of pay of one hundred-fifty dollars (\$150) per day at the end of each work year or at resignation, termination or death, whichever comes earlier. Employee requests for personal leave compensation must be submitted to the District by June 15.

In addition to the days of personal leave stated above, in extraordinary circumstances, additional day(s) may be granted subject to the Superintendent's approval and if granted would not be deducted from the employee's accumulated sick leave.

No personal leave days should be taken during the first and last week of school or prior to and after a holiday or vacation period without specific approval by the District Superintendent.

Section 2.7 - Leave Without Pay

Subject to Board approval, a year's leave without pay or benefits may be granted a staff member provided he/she had worked at least 4 years for the district. Said request for leave without pay or benefits must be in writing and submitted to the Board for its consideration by March 15th or as soon as possible of that current teaching year.

1. Valid reasons for requesting a leave of absence include:
 - a. Military service
 - b. Care of a family member or other reasons outlined in state law under the PFML act for which the employee seeks a leave beyond what is provided in Section 2.2
 - c. Other requests may be considered on an individual basis
2. Staff members on a leave of absence must notify the district in writing by March 15th of their intent to return the following school year. Failure to do so will terminate employment.
3. No experience increment on the salary schedule is granted for the leave period.
4. A leave, if granted, is for the express purpose in the original application. If circumstances change during the leave, the employee is obligated to notify the district. For example, military service is reduced or family situation changes.

If said request for leave without pay is granted by the Board, the employee returning from said leave would be given the same consideration for returning to the position of his/her last assignment as if he/she had been in a regular teaching assignment.

Section 2.8 - Certificated Attendance Incentive Program

- 2.8.1** Sick Leave Buyback. WAC 392.136 provides conditions for this section as follows:

Annual Conversion of Accumulated Sick Leave

Commencing in January, 1984, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation. One day's monetary compensation shall mean the salary of an employee for each full day of employment, exclusive of supplemental pay, and exclusive of fringe benefits such as health, insurance premiums and other forms of insurance premiums.

Employees shall give written notice to the Superintendent during the month of January if they desire to exercise the option to receive remuneration for unused leave accumulated in the previous year for illness or injury in excess of sixty days.

At no time may a staff member's accumulated sick leave be reduced below sixty days to take advantage of this option.

2.8.2 Sick Leave Cashout. WAC 392.136.025 provides conditions for this section.

Conversion of Sick Leave Upon Retirement or Death

At the time of separation from employment by the Conway School District due to retirement or death, an eligible employee or the employee's estate may elect to convert accumulated, unused sick leave days to monetary compensation at a rate equal to one day's current monetary compensation of the employee for each four full days' accrued leave for illness or injury.

2.8.3. VEBA – Refer to Board Resolution 16-98 (WAC 392.136.025)

Section 2.9 - Shared Leave Program

Employees of the Conway School District are eligible to participate in a shared leave program. Shared leave is governed by Superintendent of Public Instruction regulations published in Ch. 392-126 WAC. Shared leave permits employees to donate annual or sick leave (as appropriate) to a fellow employee who is suffering from or has a relative or household member a) suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment; b) parental or pregnancy disability leave; or (c) other purposes identified in law. (WAC 392-126-006 & Board Policy 5406)

The Conway School District Shared Leave Program will be administered as follows:

The Shared Leave Program will operate as needed on the basis of individual applications and requests for usage. The Superintendent or his/her designee shall review applications and determine eligibility to receive shared leave.

Upon approval of an application, District employees will be notified of the request for shared leave and will be provided with shared leave donation forms. Upon receipt of completed shared leave donation forms, the District will determine the eligibility of donors. A list of all eligible donors who respond by a specified deadline will be established by random selection. The names of eligible donors who respond received after the specified deadline will be added to the list in the order their donation forms are received. Shared leave will be charged against each donor's leave balance, beginning with the first donor on the list and proceeding consecutively through all donors such that each donor shall be charged one day at a time. If additional leave is required and there is donated leave remaining, the cycle shall be repeated until use of donated leave is no longer necessary or donated leave is exhausted.

In the event all donated leave is not used by the leave recipient, unused donated leave shall be restored to the donor's leave balance.

The program will operate District-wide on a dollar value basis. Donations will be converted to a dollar value based on the rate of pay of the leave donor. The leave recipient shall be paid his or her regular rate of pay. Because of differences in pay rates, one hour of donated leave may cover more or less than one hour of the recipient's salary. The leave received shall be coded as shared leave and shall be maintained separately from all other leave balances (WAC 392-125-099(1)).

All information concerning leave donations as they relate to specific individuals shall be confidential.

Section 2.10 - Association Leave

Leave with pay shall be provided to the Association upon request for employees representing the Association for the purpose of developing positive professional relations between the District and the Association and employee participation in UniServ/WEA/NEA meetings and seminars. Such leave shall be limited to twenty (20) days per year, however, at the discretion of the District, additional days may be granted upon request by the Association. When said leave is provided, the Association shall reimburse the District the cost of providing a substitute. In the case of Association Leave for the purpose of negotiations, the district shall pay half the cost of the substitute for mutually agreed upon negotiations sessions.

Section 2.11 - Immunizations

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained in the employee's personnel file.

The district will assist staff by:

1. Providing opportunity for staff to obtain immunizations that are required by the Public Health Department or any other agency at no cost to the employee, and,
2. Maintaining a database containing immunization records/immunization proof.

Any employee who must be excluded from his/her work site as a result of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease, and who has submitted to the District documentation concerning his/her immunization history claiming either a bona fide religious objection to, or medical exemption from, the necessary immunization, shall suffer no loss of pay as a result of the exclusion, provided said employee exercises one of the following options:

1. The employee of his/her own volition decides to utilize his/her accumulated sick leave under the provisions of emergency leave.
2. The employee engages in alternative educational work activities, if agreed to and as identified by the District during the period the employee would have otherwise been performing his/her regular work functions.
3. The employee engages in alternative educational work activities, if agreed to and as identified by the District at some time acceptable to the District and the employee other than during the period the employee would have otherwise been performing his/her regular work functions.
4. Some combination of 1) and 2), above, or 1) and 3) above that is acceptable to the employee and the District.

ARTICLE III - STAFF DEVELOPMENT

Section 3.1 - In-Service Release Time

Four (4) early dismissal days will be established each school year for the purpose of preparing quarterly grade reports and grade level planning. The fourth early dismissal day will occur on the last day of school for the purpose of finalizing grade reports and end of the year school closure. Final grade reports will be distributed to students/parents at least five (5) days following the close of school or at some other mutually agreed upon date.

Professional development time on Monday mornings will be for PLC work. One Monday morning per month will be used for district directed activities. On the two Mondays preceding spring conferences professional development time will be dedicated to conference preparation.

Section 3.2 - Professional Improvement

With the principal's approval, five release days for professional improvement and/or visitation to another classroom or school district will be granted on a yearly basis. The objectives and goals for each day will be discussed and mutually agreed upon by the teacher and principal. Specific calendar dates shall be scheduled when least disruptive to school events and when the availability of substitutes is adequate. Employees must schedule with the principal one week prior to the intended day(s). Leave replacement employees may apply for release days per this provision. Approval will be at the discretion of the Superintendent.

Approved training outside the regular workday/contracted work year to support district initiatives is to be compensated at curriculum rate.

Employee Professional Development Funds

1. At the beginning of each school year \$400 will be made available to each employee (regardless of FTE) for the purpose of continued professional development in accordance with each individual's professional growth goals. Goals must be designed to promote an individual's professional growth, improve instruction, and/or student achievement, or support the effective integration of technology into the classroom and professional practice. When release days are utilized, sub costs will not be deducted from the employee's professional improvement allocation.
2. Professional development funds may be used on a reimbursement basis for professional development expenses (e.g., tuition, room and board, travel, course material, course and conference registration fees, professional journals or subscriptions, registration and fees associated with acquisition or renewal of National Board or Professional Certification/licensure). Receipts must be turned in by the end of the fiscal year.
3. Employees working on group/collaborative projects, at their option, may combine all or portions of their collectively available professional development funds for mutually beneficial activities as described above. Proposals to combine these resources must be made in writing and include a clear accounting procedure for expenditures and balances of the "teamed" professional funds, signed by participating employees, and submitted to the District.
4. An individual may carry-over unused professional development funds from year to year, up to a value of \$800 (two years x \$400). Including the allotment for the current year, no employee will have more than \$1,200 in his/her account at a time.
5. Leave replacement employees may apply for professional development funds per the provisions contained in 1-3 above. Approval of these funds will be at the discretion of the Superintendent.

Section 3.3 - Clock Hours

The District shall arrange clock hours for staff development sponsored by the District, subject to applicable regulations and approval as required. The clock hours earned will apply to the salary schedule.

Section 3.4 - Joint Scheduling Committee

The Conway School District and The Conway Education Association agree to establish a Joint Scheduling Committee annually to formulate a school schedule for the year subsequent to the Committee's work.

The Committee shall be comprised of three (3) certificated staff selected by the CEA, one from K-2, one from 3-5, and one from 6-8 where possible. Each of the three employees will be compensated for their time based on the District Curriculum rate.

Section 3.5 – District Instructional Leadership Team

Purposes:

- To promote a sense of collaboration in support of shared professional learning and instructional growth.
- To support the learning of staff through the identification of staff needs and the planning of aligned, focused and meaningful professional learning.
- To improve communication amongst staff members and between building/district office for the purpose of aligning district improvement work.

Composition:

One teacher will be identified as a representative for the following grade bands/roles:

- K-2
- 3-5
- 6-8
- Classified Staff
- Categorical Staff (Title 1, ELL, SPED)
- Subject Specialist (Art, PE, Music)
- Instructional Coach/district level staff (Could include any specially assigned certificated staff)
- Principal and Superintendent

Time and Compensation:

It is anticipated that the work of the District Leadership Team will be 3 hours per month for 10 months, for which each member will receive a stipend. Any additional time will be compensated at curriculum rate.

Professional Learning Considerations:

- Collaboratively determine staff professional learning needs, ensure high-quality professional learning design and delivery, as well as on-going assessment of the efficacy of professional learning activities/opportunities.
- Collaboratively determine PD focus and activities for professional learning time throughout the year.

- Ensure PD is measured against the four standards: Relevance, Quality, Sustainability, Reasonable Expectations.
- Ensure that all staff has equitable access to high-quality professional learning, and that they are aware of available resources for professional learning.

ARTICLE IV PREPARATION, PLANNING TIME, DUTIES, CLASS SIZE

Section 4.1 - Planning Time

The administration recognizes the importance of daily planning time. Each week all teachers will have a minimum of 225 minutes of preparation time that is not encumbered by assigned responsibilities. Preparation time shall be provided in increments of no less than 45 minutes. Provided on late arrival days every effort will be made to provide 45 contiguous minutes but where this is not possible, the 45 minutes may occur in no more than two blocks. The Joint Scheduling Committee will work to develop a schedule that explores options to minimize the impact of transitions, including drop-off and pick-up from specialists.

Part time certificated employees will have planning time in an amount of time equal to their full time equivalent (F.T.E.) Teachers will be assured that substitutes will be provided for support staff (librarian, music teacher, etc.) so that preparation time is not reduced. Missed preparation time will be made up to the affected teacher(s). The teacher who has missed his or her daily planning time due to a lack of a substitute shall determine if they wish to be provided additional planning time in the same amount as that which was missed, or compensated at his or her per diem rate.

Section 4.2 - Extra Duties and Advisor Stipends

Extra-curricular stipends are contained in Appendix C of this Agreement and will increase annually by an amount equivalent to the negotiated salary percentage increase inclusive of the state's annual inflationary adjustment factor, based on the state Implicit Price Deflator (IPD).

Staff that volunteer, apply, or are assigned extra duties that are not part of their regular assignment, will be compensated in the following way:

1. Monthly
2. During the monthly event (i.e... Young Authors)
3. After the event/activity (i.e... Outdoor Ed., 8th grade ceremony)

Section 4.3 - Curriculum Committee Work

Certificated employees who participate in District committees/activities will be compensated for the time spent over and above their normal workday excluding mandatory benefits at the rate of \$40.00 per hour.

The District retains the right to limit the number of certificated employees involved in District committee activities. Time spent participating in District committee activities will be documented and reported monthly by the employee on a district time sheet to the appropriate District administrator. Time sheets must be submitted on/or before the fifth of the month in order to be included in that month's paycheck.

Section 4.4 - Large Class Assistance

4.4.1 Class Size and Mix Balance. Every attempt will be made by the administration to keep class size and class mix balanced within a grade level. To this end:

1. Each spring, the prior year's grade-level teaching team will be responsible for balancing classes based on their knowledge of students' strengths and needs, along with any particular classroom dynamics that potentially impact student learning. These balanced classroom sections will be forwarded on to the receiving teachers and building-level administrator.
2. Within the first two weeks of the school year the district will review class size and class mix balance with teachers and endeavor to address acute placement concerns so as to achieve the best possible balance.
3. The district will review all out-of-district applications, to the greatest extent possible access all available student information, and utilize this to determine acceptance. Upon acceptance, the district will work with affected teachers to identify the most supportive placement for the student.
4. Upon enrollment of a new student during the school year, an initial placement will occur based on input from the grade level cohort. The district will notify the affected teacher of the incoming student and provide the teacher with all available information about the student. Within three days the Superintendent or designee will meet with affected teachers to assess the impact of this placement on the class size and class mix balance and make adjustments when necessary.

4.4.2 District Class Size Goals. The goal of the District will be to keep class loads at:

1. 25 or lower in grades K-3;
2. 27 or lower in grades 4 to 5; and
3. 25 or lower for K-5 splits.
4. 27 or lower per class period or workload of 135 for grades 6 to 8 per (6) period day or 162 per 7 period day. An employee with a class load greater than 27 for three or more periods will be deemed to be in overload status.

4.4.3 Class Size Overloads. When the number of students exceeds the District Class Size Goals, an overload exists for that classroom, or middle school class load, and the following will occur:

1. The teacher in the overload situation shall be compensated twenty (\$20.00) per day for the first student above the goal and an additional ten (\$10.00) per day for each student thereafter.
2. Within five school days of the overload's occurrence, the principal and affected employee will attempt to identify solutions from the list set forth in 4 below to support the teaching environment.

3. If no resolution is reached, the Superintendent, principal, employee, and CEA President will meet to seek a solution, from the list in 4 below, to the overload situation. This meeting will occur as soon as possible once an overload occurs. When an agreement between the parties is reached, the solution will be placed in writing with the date of implementation.
4. Possible solutions may include one of the following but not be limited to:
 - a. Providing Instructional Assistant time;
 - b. Providing additional supplies and materials;
 - c. Reassigning students within the grade level/building;
 - d. Release time for additional planning and preparation;
 - e. Compensation twenty (\$20.00) per day for the first student above the goal and an additional ten (\$10.00) per day for each student thereafter.
5. Other solutions agreeable to the affected teacher and the District
6. Should the parties fail to reach agreement, the District may implement a solution from the list above to alleviate the overload situation.

4.4.4 Support for Classrooms with Academic, Social-Emotional, and Safety Concerns. The District is committed to providing support for all students across a range of needs, to ensure their academic and social-emotional success. The District will continuously examine the efficacy of resource distribution and student support practices to ensure effective teaching and learning.

In cases where a teacher has concerns about the classroom circumstances and/or class load arising from students with academic, behavioral, or social-emotional challenges, the following will occur:

1. The teacher will bring concerns to the Student Study Team (SST) and present an overview of the circumstances and impact on teaching and learning.
2. When the teacher believes the circumstances warrant extra support, the teacher will request a meeting with the principal. This meeting will occur at the parties' earliest opportunity. The teacher will provide evidence, including evidence from the SST process if available, to demonstrate the need for support. The teacher and principal will attempt to identify solutions from the list set forth in 4 below to support the teaching environment.
3. If the teacher and principal cannot agree on the need for support or specific solutions within five school days of their meeting, the Superintendent, employee and CEA President will meet to seek a solution, from the list in 4 below. This meeting will occur at the parties' earliest opportunity. When an agreement between the parties is reached, the solution will be placed in writing with the date of implementation.
4. Possible solutions may include but not be limited to:
 - a. Providing Instructional Assistant time;
 - b. Providing additional supplies and materials;
 - c. Reassigning students within the grade level/building;

- d. Appropriate in-service training;
 - e. Release time for additional planning and preparation;
 - f. Compensation for additional planning, preparation, or tasks related to addressing the impact of the severe circumstances;
 - g. Other solutions agreeable to the affected teacher and the District
5. Should the parties fail to reach agreement, the District may implement a solution from the list above to alleviate the situation.

Section 4.5 - Duty-Free Lunch

RCW 28A.405.460 provides for 30 minutes of duty-free lunch for all certificated staff members. Except in emergency situations, employees will not be required to supervise students during their thirty (30) minutes of duty-free lunch period.

Section 4.6 - Reimbursement for Supplies and Materials

Each certificated employee will be reimbursed annually to help defray out of pocket costs for buying special materials and supplies for their classroom/workspace. These funds will be reimbursed at \$250.00 per certificated employee. In order to reduce time spent processing expenses, employees may only apply for reimbursement when their receipts (single or multiple) total \$50.00 or more, except when remaining receipts are submitted at year's end.

These reimbursement funds are established to address certificated employee's incidental out of pocket expenditures for supplies and materials in their classroom and is not intended to supplant current District budget resources for regular classroom supplies and equipment.

Reimbursement for supplies and materials may occur for expenditures made any time between August 1st – June 1st for the school year that falls in that timeframe. Receipts to claim reimbursement must be submitted no earlier than September 1st, and no later than the last day of school of any given school year to be eligible for reimbursement. Reimbursement claims should be received in the business office within 60 days from the date of purchase.

ARTICLE V - SALARY/CONTRACT DAYS/BENEFITS

Section 5.1 - Salary

5.1.1. Salary Schedules. The Conway School District certificated base and TRI salary schedules set forth in Appendix D establish CEA bargaining unit compensation according to the methodology contained in this Agreement. Base salary schedule pay is based upon a one hundred and eighty-three (183) day work year.

For the duration of this Agreement, the base salary schedule contained in Appendix D will be modified as follows to provide the following annual increases to salary:

- A. Effective September 1, 2023, 3.0% plus the annual inflationary adjustment, based on the state Implicit Price Deflator (IPD), of total base and TRI compensation contained in Appendix D applied as an equal percentage salary increase to all cells of the salary schedule set forth in Appendix D. Effective September 1, 2021, the amount in each cell on the base salary schedule was increased to reflect the change in the base salary

schedule to 183 days from 180 days.

- B. Effective September 1, 2024, 2.5% plus the annual inflationary adjustment, based on the state Implicit Price Deflator (IPD), of total base and TRI compensation contained in Appendix D applied as an equal percentage salary increase to all cells of the salary schedule set forth in Appendix D.
- C. Effective September 1, 2025, 2.0% plus the annual inflationary adjustment, based on the state Implicit Price Deflator (IPD), of total base and TRI compensation contained in Appendix D applied as an equal percentage salary increase to all cells of the salary schedule set forth in Appendix D.

The enrichment schedule contained in Appendix D will increase accordingly as a result of the increase to the base schedule consistent with the methodology in 5.4.3.

5.1.2. Placement on Salary Schedule and Education Credits

- a. Bargaining unit members shall be paid in accordance with placement on the adopted salary schedules. Employees shall be placed on the base and TRI salary schedules in Appendix D in accordance with the rules and regulations for degrees, credits and years of experience in effect for the state's salary allocation model (SAM) in the 2017-18 school year, except as modified by other provisions of this CBA. See Chapter 392-121 WAC. All credits and years of experience recognized by the District prior to the 2018-19 school year shall continue to be recognized by the District.
- b. The District will accept all clock-hour and in-service credits that meet State Board of Education Approval Standards for clock-hour and in-service credit. These credits shall count for advancement on the salary schedule. Ten (10) clock hours of in-service shall be equal to one-quarter hour of university credit and shall be recognized for salary schedule placement.
- c. Credit for education experience shall be applied when evidence of such credit is filed with the District. Such evidence will be in the form of an official transcript or a grade report and should be filed with the business office no later than September 15th. If for reasons beyond the control of the bargaining unit member, college transcripts or grade reports are not available, and the District has been advised by the college of the credit prior to October 1st, the bargaining unit member shall be granted the allowance for credit.
- d. Out-of-State Credit: For the purposes of salary schedule placement, bargaining unit members hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired within state or those presently working for the District.
- e. Classification on the Salary Schedule for education and experience shall be for the full year. After September 15th, no change in classification will be made.
- f. Increments will be granted effective the beginning of a work year. In the event that a work year begins prior to the effective date of this Agreement or the work year begins prior to September 1, it is agreed the terms negotiated in the agreement for that work

year (e.g., a scheduled increase in base or TRI compensation) shall apply on the first day of the work year.

5.1.3. Payment Provisions

- a. Annual salary will be paid in twelve (12) equal monthly installments beginning with the September pay period and continuing through August 31.
- b. Part-time employees will be compensated in the same ratio that their service bears to full-time service.
- c. Per diem pay shall be defined as the employee's annual base salary divided by 183.

5.1.4. Future salary improvement, if any, shall be provided to the extent of explicit authorization and specific salary funding therefore, so long as such improvement is allowed by law and in keeping with all compliance requirements. Any adjustments affecting individuals covered by this Agreement will be made as soon as feasible after information is available.

Legislative appropriations: Any certificated salary increase provided by the state legislature beyond legislatively established cost of living adjustments will be applied to the salary schedule as an equal percentage increase ("across the board") unless a specific methodology is required by the legislature.

5.1.5. At the written request of the Association or the District, the Association and the District shall reopen this contract if District revenue increases or decreases due to legislative changes to levy capacity, levy equalization, inflationary index, or other funding variables.

If the legislature mandates a work year different than the current 183 day work year, the parties will align the Agreement with such changes as are contained in the RCW.

Section 5.2 – Insurance Benefits

A. Intent

The parties recognize that effective January 1, 2020 the State of Washington began providing employee health benefits insurance coverage through the School Employees Benefits Board (SEBB) as administered by the Washington Health Care Authority. The terms set forth in B-G of this Section are not intended to provide benefits in excess of the minimum required by SEBB as set forth in the controlling WACs.

B. School Employees Benefit Board (SEBB) Program Coverage and Benefits

1. Effective January 1, 2020, the District implemented the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the

HCA's eligibility requirements. Payroll deductions for eligible employee premiums shall be made in the month in which the benefit is received.

2. For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.
3. The District will provide employees with such benefits as are required through SEBB, currently including:
 - a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - b. Basic Long-Term Disability insurance
 - c. Vision insurance
 - d. Dental insurance including Orthodontia
 - e. Medical plan insurance
4. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
5. Employees may enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance provided they are not covered by another eligible plan (for example, through spouse).
6. Employees may utilize payroll deduction for any supplemental insurance approved by SEBB for payroll deduction.

C. Eligibility

1. The District and CEA agree to the following provisions currently set forth in WAC 182-31-030:
 - a. Upon employment inform employees in writing whether they are or are not eligible for SEBB benefits and how employees may appeal eligibility and enrollment decisions.
 - b. Routinely monitor all employees' work hours to establish and maintain eligibility. Inform employees in writing of changes to the employee's eligibility status and how employees may appeal the District's eligibility and enrollment decisions.
2. Inform the Association in writing when employees become eligible (added), are deemed ineligible (removed), or when an employee's status otherwise changes based on the employee's work patterns.
3. The District and CEA agree to the following provisions currently set forth in WAC 182-31-040:

- a. All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work the required number of hours to meet the SEBB eligibility criteria in WAC 182-31-040, so long as they maintain an employment relationship.
 - b. Employees who have satisfied the school employee eligibility criteria in each of the previous two school years and return to the same type of position or combination of positions are presumed eligible for benefits.
 - c. Should an employee who previously was not expected to be eligible for benefits under SEBB become eligible, benefits will begin the following month.
 - d. Employees hired too late in the year to reach the required number of eligibility hours will be provided benefits coverage if they are: a) anticipated to work enough hours to meet eligibility in the next school year, and b) anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school.
4. Once eligibility is established, it shall be maintained for the remainder of the eligibility year in accordance with WAC 182-31-050.
 5. The District will not sever the employment relationship with substitute employees to avoid initial or ongoing benefit eligibility. The District and Association agree this provision is not intended to provide additional due process rights to substitutes.
 6. All hours worked in District positions shall count for purposes of establishing eligibility in accordance with WAC 182-31-040. This includes but is not limited to additional days, hours, extended, supplemental, and extracurricular contracts reported to the Department of Retirement Services on an hour worked basis.

D. Benefit Enrollment and Continuity of Coverage

1. In accordance with WAC 182-31-040, in the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.
2. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above. Provided, the District will not incur additional cost in the event that the new employee allowed coverage to lapse prior to being hired.

E. Leaves of Absence

1. Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employee/employer relationship will remain eligible for benefits as defined in WAC 182.
2. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or Title 50A RCW Family and Medical Leave.

F. Benefit Termination

1. An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits through their final month of employment per WAC 182-31-050.
2. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Exceptions may occur depending on effective date of resignation.
3. Self-Pay Continuation Coverage Options: The District will communicate the options available to employees under the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07).

G. Additional Benefits

1. The District and Association have agreed to adopt the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employee's Benefit Association (VEBA) Trust for public employees in the State of Washington. The parties agree to participate on a year-to-year basis in a VEBA program for employees:
 - a. Separating from employment and who are eligible for sick leave cash-out under WAC 392-136-020 and WAC 392-136-025
 - b. Who have accumulated 180 or more days of sick leave and who are eligible for sick leave cash-out under WAC 391-136-015.
2. The District and the Association shall meet to:
 - a. Consider supplemental insurance programs as allowed by SEBB
 - b. Review options for Employee Assistance Programs
 - c. Determine how SEBB insurance premiums will be paid if the state changes when they are collected. Currently collected the month after coverage.

3. The District agrees to provide \$10,000 annually to pay the employee share of PFML premiums. Residual funds (\$10,000 – PFML premiums) will be divided evenly among certificated staff as a monthly deposit into each employee’s VEBA account. The total amount for VEBA and PFML will not exceed \$10,000.

Section 5.3 - Salary and Benefits Adjustments

Should an over-payment or under-payment of salary or benefits be discovered, CEA shall be notified by the District. In such an instance, the parties shall negotiate repayment schedule and timeline. The resulting agreement shall be put in writing and signed by the parties.

There will be cases when a change in benefits is allowed by the insurance carrier outside the normal open enrollment period. In such cases, and when the appropriate paperwork is turned in to the payroll office by the 10th of any month, the change shall be reflected in that month’s pay warrant.

Section 5.4 - Supplemental Pay – Time, Responsibility, and Incentive (TRI)

5.4.1 Professional Responsibility Stipend

The Conway School District and the Conway Education Association agree and affirm the following beliefs:

- a. The success of the Conway School District is dependent upon hiring and retaining the highest quality certificated staff.
- b. Providing a quality education for students requires from certificated staff a commitment to the profession beyond the basic contract, normal workday hours, and school year.
- c. State law allows additional compensation for additional time, additional responsibilities, or incentives (TRI).
- d. The additional commitment required of Conway certificated staff cannot be accurately measured in hours or days.
- e. The time necessary to fulfill any one certificated staff member's responsibilities will vary from that of another, as determined by the individual's own professional judgment.

For the reasons stated above, the District will provide a stipend in the amounts on the Professional Responsibility Stipend (PRS) Schedule in Appendix D as an incentive to provide the additional services required of all certificated staff members in the Conway School District, outside of the basic contract and supplemental workdays, which enrich the program of basic education.

The professional stipend recognizes that employees provide a professionally responsible level of service in the following areas which is above the basic contract:

- a. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
- b. Self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars or research projects, and researching educational materials and supplies;
- c. Grade level, department, building, job-alike and/or District committees, task forces, processes, and activities. Staff are expected to attend one afternoon/evening activity as scheduled by the school principal. Staff unable to attend because of illness or emergency is expected to notify the principal as soon as possible prior to the event;
- d. Fulfillment of basic contract expectations that may fall outside the regular workday such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings, providing individual help to students, conferencing and communicating with parents and students;
- e. Working with technology related to educational practice.

5.4.2 Additional Time

The work year calendar shall include five (5) non-instructional supplemental workdays beyond the 180-day student school year to support professional learning and professional practice. The use of the time on these non-instructional workdays shall be as described below:

- a. One (1) teacher workday prior to the first student day for set up and preparation.
- b. One (1) non-student District-directed day prior to the first student day.
- c. One (1) staff collaboration day prior to the first student day with an emphasis on the Marzano Instructional Framework, TPEP, Common Core, and professional growth.
- d. One (1) day scheduled to coincide with the fall State in-service day. This day will have an emphasis on the Marzano Instructional Framework, TPEP, Common Core, and professional growth and may be used to a) attend State in-service activities, b) attend training opportunities in other districts where available by arrangement, or c) collaborate with District colleagues on professional growth-related activities.
- e. One (1) District-directed professional development day collaboratively scheduled with the District Leadership Team to take place in the spring.

Staff not able to attend must use sick leave, personal leave, or unpaid leave deducted from their supplemental contract. Itinerant staff and specialists may work on data review and assessment, or in-service activities appropriate to their needs.

5.4.3 Payment Provisions.

Supplemental contracts will be issued to all employees for this professional responsibility and additional time subject to the provisions below. The compensation for these supplemental contracts will be combined in a total TRI schedule identified as the Professional Responsibility Stipend Schedule and contained in Appendix D.

- a. For the duration of this contract, the Professional Responsibility Stipend will consist of two supplemental contracts which will compensate employees for two (2) days at the employee's per diem rate, plus 5% of the employee's placement on the base salary schedule. The compensation for these supplemental contracts will be combined in a total TRI schedule identified as the Enrichment Schedule and contained in Appendix D.
- b. An individual employee's placement on the Professional Responsibility Stipend Schedule will be the same as the employee's placement for years of service and educational credits on the base salary schedule.
- c. The Professional Responsibility Stipend will be paid in twelve (12) equal monthly installments beginning with the September pay period and continuing through August 31.
- d. Part-time employees will be compensated in the same ratio that their service bears to full-time service.
- e. Employees shall document the completion of these activities on a mutually agreed-upon form once per year.

Section 5.5 - Work Day

The workday for certificated staff members shall be seven and one-half (7-1/2) continuous hours which provides for a (30) minute duty free lunch period. Hours shall be specified by the District at the first staff meeting prior to students arriving and may be adjusted following consultation with staff. Employees will be expected to adhere to the assigned daily schedule unless prior approval for an alternate schedule is initiated by the employee and obtained. Requests for deviations from the regular schedule or anticipated absences must be submitted to the principal in writing prior to the anticipated employee absence and/or late arrival/early leaving. In the case of unanticipated emergencies, the employee must verbally notify the principal/designee prior to leaving campus. Written notice may be requested by the principal/designee immediately following the employee's return to work. Employees shall not leave the campus during the workday without notification to the building principal/designee.

Section 5.6 - Work Year

The work year for employees shall be one hundred eighty-five (185) days, comprised of one hundred eighty (180) student contact days and five (5) non-instructional supplemental workdays to support professional learning and professional practice per Article 5.4.2.

Section 5.7 - Mileage Reimbursement

Certificated employees shall be reimbursed at the IRS rate for all mileage driven while on pre-approved District business or duties. It is understood the rate will be adjusted January 1st annually, based on the IRS rate on that date, and will be effective through December 31st of that same year. Should the rate change mid-year; the parties agree to adjust the rate accordingly.

Section 5.8 - Meetings & Evening Events

Monthly from September to June, one forty-five (45) minute staff meeting beginning at 3:15 may be held. Staff have an opportunity to provide input to each meeting agenda. Other meetings, performances, or supervision required by the District outside of the contracted day will be compensated at the individual's per diem rate.

In Exchange for staff attendance at evening events, students and staff shall be released for half-days as follows:

- Parade and Open House = same day
- Curriculum Night = day prior to Thanksgiving
- Conference Night = day prior to Winter Break

Section 5.9 - National Board Stipend

Employees who achieve National Board for Professional Teaching Standards Certification shall receive the stipend as authorized and funded by the state. The stipend will be paid through a supplemental contract annually when the District receives the funds from the State.

Section 5.10 – Retirement Notification Incentive Stipend

Certificated employees who will have completed a minimum of five (5) years of certificated employment in the Conway School District will be provided \$500.00 for early notification of planned retirement. The employee must submit a letter to the Superintendent by January 15 during or after the fifth year of employment stating the intent to retire June 30th of the same year. The lump sum \$500.00 payment will be processed no later than July 31st of that year.

The purpose of this incentive is to enlist the assistance of employees in providing for an orderly transition from one school year to the next. In return, employees are to leave their room and equipment in good order and may be asked to participate in an exit conference with the person filling the position or with a District administrator. These responsibilities shall be fulfilled by June 30 of the current school year.

Compensation under this section shall be for the termination of employee's contract rights and shall not be included for purpose of computing a retirement allowance under any public retirement system in this state as specified in RCW 28A.400.220(2).

ARTICLE VI - EVALUATION

Section 6.1 – Provisions Applicable to Evaluation Generally

6.1.1 Purpose

Evaluation shall be designed to facilitate the improvement of instruction. To this end, these evaluation procedures are intended to:

- A. Facilitate the collection of evidence to be used in the formative and summative assessment of certificated staff job performance.
- B. Provide information useful in determining and providing for professional development opportunities that support professional growth.
- C. Provide educators with formative information and data that promotes and encourages reflection in one's practice and supports continuous self-improvement.
- D. Motivate all members of the staff to participate in formulating and evaluating instructional programs.
- E. Determine if there is a need to take corrective measures supporting the growth of employees with identified performance deficiencies and/or a need to place an employee on probation.

6.1.2 Responsibility for Evaluation

Bargaining unit employees shall be observed and evaluated during each school year in accordance with the procedures and criteria set forth in this Article.

- A. Required Evaluation
 - 1. All employees except leave replacement and retire/rehire shall be evaluated annually.
 - 2. Leave replacements and retire/rehire employees may be evaluated.
 - 3. Leave replacement and retire/rehire employees are exempt from Article VI, 6.1.2, B, 2.
 - 4. All evaluations shall be completed prior to June 1 of each year.
- B. Administrator Responsible for Evaluation
 - 1. The principal, or designee, shall be responsible for the observation and evaluation of employees. Employees in itinerant or districtwide positions will be observed and evaluated by the Superintendent's designee. Employees with multiple assignments shall be observed and evaluated by one (1) designee.

2. All employees hired prior to September 15 shall be notified by October 15 as to the administrator responsible for his/her evaluation. Staff hired after September 15 will be notified as to the administrator that will be responsible for his/her evaluation as soon as possible and prior to their first observation.

6.1.3 General Observation and Evaluation Procedures

The following provisions pertain to all observation and evaluation options described in Article VI:

- A. The performance criteria contained in this Article shall constitute the basis upon which employees are evaluated. Observations shall be documented on the eVAL Observation Report Form (Appendix F). Evaluations required or permitted herein shall be documented on the eVAL Final Report (Appendix G) appropriate to the employee's position. Report forms are included hereto as attachments.
- B. The designated evaluator shall meet with all employees to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, processes, procedure and purpose. This meeting shall occur by October 1st of each year and may be conducted in an individual or group format.
- C. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties and at least one (1) of the formal observations will be at least thirty (30) minutes in length. Total observation time for each employee for each school year shall be not less than sixty minutes.

An employee in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.

New employees shall be observed at least once for a total observation time of thirty minutes during their first ninety calendar days.

- D. Each formal observation shall be scheduled in advance. The evaluator may make informal observations without advance notice at his/her discretion. Such informal observations shall last a reasonable length of time in order for the evaluator to understand the situation being observed. Data obtained through informal observations may be used in the final eVAL Final Report.
- E. Following each observation, or series of observations, the evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three school days after such report is prepared and no more than eight (8) school days after the observation. The employee shall have the right to affix to the report any comments, observations or considerations he/she believes to be pertinent to said report.

If the employee affixes to the eVAL Observation Report Form comments alleging the rating is affected by factually incorrect information not related to the evaluator's interpretation or judgment, and requests the evaluator to reconsider the information in question and rating, the evaluator shall provide the employee with a written response and rationale within five (5) school days of the receipt of the employee's comments. This may result in a revised eVAL Observation Report Form or, if the EVAL Observation Report Form is not revised, the employee's comments and evaluator's response shall be appended to the report.

- F. Upon completion of the evaluation process a final eVAL Final Report shall be prepared and provided to the employee indicating a) the degree to which the employee has met the performance criteria (for employees covered under 6.2), or b) the employee's overall summative rating (for employees covered under 6.3). The employee shall sign the District copy of the eVAL Final Report and shall be provided a copy of said report. The employee's signature indicates only that he/she is aware of the comments and summary statements recorded therein, and shall not be interpreted as an indication that the employee necessarily agrees with the comments and/or summary statements. The employee shall have the right to affix to the report any comments, observations or considerations he/she believes to be pertinent to said report.

If the employee affixes to the eVAL Final Report comments alleging the rating is affected by factually incorrect information not related to the evaluator's interpretation or judgment, and requests the evaluator to reconsider the information in question and rating, the evaluator shall provide the employee with a written response and rationale within five (5) school days of the receipt of the employee's comments. This may result in a revised evaluation or, if the evaluation is not revised, the employee's comments and evaluator's response shall be appended to the report.

- G. No mechanical or electronic device shall be installed in any classroom, or brought in on a temporary basis, which could allow a person to listen to or record the procedures in any classroom without the knowledge and permission of the employee.
- H. Statements and information brought to the District's attention from sources other than the appointed evaluator, including parents and students, questioning teacher competency may prompt further inquiry but evidence of competency will be based on the evaluator's direct observations, conversations with the teacher, and the collection of products or results of the teacher's work.
- I. The district shall require each administrator, each principal, or other supervisory personnel who has responsibility for evaluating classroom teachers, specialists, or principals to have training in evaluation procedures, including observation, the specific instructional framework and rubrics, and applicable laws, designed to implement the revised systems and maximize rater agreement. No administrator, principal, or other supervisory personnel may evaluate a teacher or specialist without having received training in evaluation procedures. The superintendent will

ensure that evaluators are appropriately trained and have demonstrated inter-rater reliability competence.

- J. In an effort to ensure the equitable evaluation of all employees in accordance with the law, the parties will contemplate the effect of disparities in class size, class composition (academic profile, behavioral profile), etc., which create fundamentally different classroom circumstances.
- K. Each eVAL Final Report shall be placed in the employee's personnel file. Individual teacher evaluations are not subject to public disclosure.

Section 6.2 – Provisions Applicable to Non-Classroom Teachers/Specialists

6.2.1 Definitions

- 1. Evaluation:** The process of evaluation shall include a total observation time as defined in 6.1.3. The complete evaluation shall be minimally comprised of appropriate observations with accompanying eVAL Observation Report Form Form(s), and a eVAL Final Report.
- 2. Formal Observation:** An observation shall be considered formal when:
 - a. Advance written notice of the observation time is provided to the employee.
 - b. There is a "pre-conference" between the employee and the principal or other supervisor who will observe.
 - c. The length of the observation period, at a minimum, shall be the minimum length of time specified in law (currently thirty (30) minutes).
 - d. There is a "post-conference" as required in Section 6.2.2.1e of this Article.
- 3. Informal Observation:** An observation shall be considered informal when any of a-d above are not in effect.
- 4. Observation Cycle:** A pre-observation conference, observation, post-observation conference and completion of accompanying reports.
- 5. Performance Criteria:** The criteria against which the performance of the employee is measured shall be as follows: instructional skill; classroom management; professional preparation and scholarship; effort toward improvement when needed; the handling of student discipline and attendant problems; and interest in teaching pupils and knowledge of subject matter.

6.2.2 Observation and Evaluation Procedures

1. Long Form Evaluation

- A. An individual pre-observation conference shall be held before the first formal observation.

B. Observations

- a. In addition to the observations as set forth in 6.1.3, additional observations may occur as determined necessary by the evaluator or at the request of the teacher.
 - b. Informal observations are not required to be pre-scheduled. If there is an area of concern based upon an informal observation, the teacher shall be notified in writing in order for that evidence to be used in the evaluation process. Pre- and post-observation conferences for these additional observations are optional at the request of either the teacher or evaluator.
 - c. Observations do not have to be in the classroom. Department, collegial meetings, or student growth conferences may be used for observations.
 - d. The final formal observation shall occur prior to May 1.
- C. A post-observation conference between the employee and the evaluator will be held within three school days of each observation, with follow-up conferences as agreed.
- D. Employees shall be notified of serious deficiencies that could affect their continued employment during post-observation conferences. Such notice shall include discussion of areas of concern, the applicable criteria and specific components, and the evaluator's suggested solutions to remedy the concern. Concerns shall be placed in writing. The intent of such notice is to provide ample time for the employee to improve his/her performance.
- E. Post-observation conferences will occur unless cancelled upon mutual agreement of the teacher and the evaluator.
- F. If the principal/supervisor/evaluator believes that any of the noted deficiencies by themselves or in combination with any others may be serious enough to warrant probation at a later time, the principal/supervisor/evaluator shall so advise the employee.

2. Short Form Evaluation

- A. After four (4) years of satisfactory evaluations and upon mutual agreement between the employee and the supervisor, the District may perform a Short Form evaluation consisting of:
- a. One thirty (30) minute formal observation, or;
 - b. Two (2) informal observation periods totaling at least sixty (60) minutes without a written summary but with a eVAL Final Report – Short Form.
- B. A classroom teacher under this section shall be transferred from a Short Form evaluation to a Long Form evaluation at the request of the teacher or the teacher's evaluator. Such request must be received by October 15. Certificated employees will be required to participate in the Long Form process every fourth year, at minimum.

- C. The Short Form evaluation process will not be used for determining unsatisfactory work, nor as probable cause for non-renewal pursuant to RCW 28A-405.

Section 6.3 – Provisions Applicable to Classroom Teachers

6.3.1 It is the intent of the parties to design and implement the new evaluation framework in a manner that incorporates objective standards, minimizes subjectivity, provides meaningful guidance, insight, and support for employees’ professional development, and ensures the equitable evaluation of all employees in accordance with the law.

6.3.2 In addition to ongoing negotiations that may occur to address the evolution of contract language designed to implement the new evaluation model, the parties agree to continue negotiations as necessary to address the following specific subjects in order to fully implement the new evaluation model:

- a. Reporting of evaluation results

6.3.3 State Criteria, Instructional Framework, and Evaluation Rubric

Teachers will be evaluated based upon the criteria defined in Washington State law in RCW 28A.405.100. The eight State criteria are:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

6.3.4 Classroom teachers shall be evaluated using the Marzano Teacher Evaluation Model Rubrics as approved for use by OSPI. The Marzano Rubrics will be posted for employees on the District’s website and incorporated into this Agreement by reference.

Fifteen (15) hours of pay at curriculum rate will be provided to each classroom teacher on comprehensive evaluation for tasks performed outside of the workday associated with the comprehensive evaluation process.

6.3.5 Applicability of Evaluation Model

This evaluation model is applicable to “classroom teachers” defined in law as a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g). All other nonsupervisory certificated employees (currently limited to the

Counselor) shall be evaluated under applicable section in this Article. The District and the Association shall meet to negotiate the placement of new positions or positions in which the placement is unclear relative to the new evaluation model. Employees in split assignments or whose duties fall within classroom teacher and non-classroom teacher duties shall be evaluated using the model for whichever assignment or duties comprise the majority of the employee's assignment.

6.3.6 Evaluation Types

1. A "Comprehensive Evaluation" produces a comprehensive summative performance rating based on all eight of the teaching criteria and the student growth rubrics. A Comprehensive Evaluation must be completed for:
 - a. Classroom teachers who are provisional employees;
 - b. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in the previous school year; and
 - c. All other classroom teachers at least once every six years.
2. A "Focused Evaluation" concentrates on one of the eight evaluative criteria selected by the teacher and approved by the teacher's evaluator plus the student growth rubrics from the selected criterion.
3. All teachers who are not required to be on a Comprehensive Evaluation are eligible to be on a Focused Evaluation. A classroom teacher shall be transferred from a Focused Evaluation to a Comprehensive Evaluation at the request of the teacher or the teacher's evaluator. Such request must be received by October 15. A classroom teacher who provides formal notice of intent to retire, in writing, to the Superintendent by October 15 of the school year shall be moved from Comprehensive to Focused at the teacher's request. This option will only be available during the last year of a teacher's employment with the District.
4. It is the intent of the parties that upon successful completion of the Comprehensive Evaluation, all teachers will cycle through Focused Evaluation for the next three years, subject to the terms set forth in RCW 28A.405.100 and the provisions above.

6.3.7 Definitions

1. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
2. **Component** shall mean the sub-section of each criterion.
3. **Evidence** is observed practice (observations), conversations, products (artifacts) or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the instructional framework.
4. **Artifacts** are products generated, developed or used by a certificated teacher. Artifacts should be authentic and not be created specifically for the evaluation system. Tools or forms used in the evaluation process may be considered as artifacts.

5. **Not satisfactory** shall mean:

1. **Level 1 – Unsatisfactory.** Receiving a 1 is not considered satisfactory performance for all teachers.
 2. **Level 2 – Basic.** If the classroom teacher is on a continuing contract with more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
6. **Student growth data** shall mean the change in student achievement between two points in time. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures aligned with State standards.

6.3.8 Comprehensive Evaluation Procedures

1. The Comprehensive Evaluation shall include the following steps:
 - a. Preliminary staff collaboration: During a District-directed day prior to or near the beginning of the school year a whole staff building meeting shall occur to discuss Comprehensive and Focused Evaluation and collaborate on the development of student growth goals and measures.
 - b. Pre-Observation Conference
 - i. The teacher and evaluator shall engage in a pre-observation conference at which:
 1. The teacher may share artifacts of professional performance to be initially considered by the evaluator.
 2. The teacher and evaluator shall discuss student growth goals, initial artifacts, the class or professional performance to be observed in the first observation, and three professional practice questions designed to prompt reflection in one's practice.
 - ii. A pre-observation conference for the second observation shall occur unless cancelled by mutual agreement of the teacher and evaluator.
 - iii. During pre- and post-observation conferences, the evaluator may collect evidence as generated through professional conversation and goal setting.
 - c. Observations
 - i. In addition to the observations as set forth in 6.1.3, additional observations may occur as determined necessary by the evaluator or at the request of the teacher.

- ii. Informal observations are not required to be pre-scheduled. If there is an area of concern based upon an informal observation, the teacher shall be notified in writing in order for that evidence to be used in the evaluation process. Pre- and post-observation conferences for these additional observations are optional at the request of either the teacher or evaluator.
 - iii. Observations do not have to be in the classroom. Department, collegial meetings, or student growth conferences may be used for observations.
 - iv. The final formal observation shall occur prior to May 1.
- d. Post-Observation Conference

- i. The teacher and evaluator shall engage in a post-observation conference at which they:
 - 1. Shall review their respective evidence from the observation relative to the scoring criteria.
 - 2. May examine student and teacher data and discuss teacher growth using the Marzano rubric as appropriate.
 - 3. May discuss opportunities for improvement in professional practice and scoring.
 - 4. Shall discuss three professional practice questions designed to prompt reflection in one's practice.
- ii. Employees shall be notified of serious deficiencies that could affect their continued employment during post-observation conferences. Such notice shall include discussion of areas of concern, the applicable criteria and specific components, and the evaluator's suggested solutions to remedy the concern. Concerns shall be placed in writing. The intent of such notice is to provide ample time for the employee to improve his/her performance.
- iii. Post-observation conferences will occur unless cancelled upon mutual agreement of the teacher and the evaluator.

6.3.9 Focused Evaluation Procedures

- 1. The Focused Evaluation Option focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using Focused. The teacher can stay on focused for three (3) years before returning to Comprehensive.
- 2. Observations and conferences for the Focused Evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process above provided the Focused Evaluation shall include the following steps:

- a. A professional growth activity that is relevant, meaningful, and doable shall be proposed by the teacher at the first pre-observation conference.
 - b. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
 - c. The role of the evaluator is to assist the teacher in developing and implementing the professional growth activity by making reasonable efforts to provide the resources to implement it.
 - d. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
3. Nothing precludes the evaluator from advising the employee of concerns regarding other criteria that are potentially so significant as to affect the type of evaluation to be used in the subsequent year. The intent is to have the ability to make an employee aware of potentially serious concerns at the earliest opportunity and to offer support while not exceeding the scope of the employee's current focused evaluation.

6.3.10 Criterion and Summative Performance Ratings

6.3.10.1 Criterion Rating

1. The final summative score for either a Comprehensive or a Focused Evaluation is determined by an analysis of evidence. The scoring methodology to be used will be the "raw score methodology" in which all component scores in each criterion are added to produce a raw score for that criterion. The overall criterion rating is determined based on the scoring band into which the raw score falls. Criterion scoring bands are in Appendix E.
2. The evaluator will score criterion components throughout the year so as to give guidance to teachers concerning specific performance. The intent is to ensure teachers are made aware of serious deficits as early as is reasonably practical.

6.3.10.2 Summative Rating

1. Comprehensive Evaluation

A classroom teacher on a Comprehensive Evaluation shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

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

2. Focused Evaluation

The summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focus summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 Distinguished score may be awarded by the evaluator.

6.3.10.3 Preliminary Summative Score

After a minimum of two scheduled observations and prior to a final summative conference, the teacher shall share evidence of student growth in the goal areas set at the beginning of the year and the evaluator shall share a preliminary summative score. The teacher and evaluator shall discuss areas in which the preliminary summative score may be improved as a result of additional evidence and agree on a date by which this evidence will be shared by either the teacher or evaluator.

6.3.10.4 Final Summative Score

1. Prior to the end of year, the evaluator shall provide the teacher with a final summative score including the student growth score which must be determined by an analysis of evidence. All evidence, measures and observations used in developing the final summative score must be a product of the school year in which the evaluation is conducted. A meeting to discuss this score will occur but may be cancelled by mutual agreement of the teacher and evaluator.
2. If the evaluator judges the teacher to be below proficient, the evaluator must provide evidence to support this conclusion.

6.3.10.5 Student Growth Goals and Rating

1. Prior to the first observation the teacher and evaluator shall discuss student growth goals and student growth measures to be used for the year. The teacher will identify appropriate instructional subject, sub-group, and assessments to be used in measuring student growth. Student growth data will be taken from multiple (at least two) sources, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score. Student growth goals will be based on each teacher's current year class, i.e., growth will not be measured against prior year student cohorts or grade-band student cohorts.
2. Comprehensive Evaluation
 - a. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation,

evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

- 5-12 — Low
 - 13-17 — Average
 - 18-20 — High
- b. A student growth score of “1” in any of the student growth components will result in a low student growth impact rating.
- c. A teacher who receives a “4” (“Distinguished” preliminary summative rating) and a Low student growth score will receive an overall “3” (Proficient) summative rating.
- d. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree within two months or the beginning of the following school year to engage in one of the student growth inquiries required by law (WAC 392-191A-100) as follows:
- i. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
 - ii. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
 - iii. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
 - iv. Create and implement a professional development plan to address student growth areas.
- e. If agreement cannot be reached the evaluator will determine the inquiry to be used from the above list.
- f. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator’s supervisor.

3. Focused Evaluation

- a. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student

growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use the criterion 3 or 6 student growth rubrics, as selected by the teacher.

- b. If a teacher receives a student growth score of “1” in any of the student growth components, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100) as set forth in 6.3.10.5, 2., d., above.

6.3.11 Evidence and Artifacts

1. Both the teacher and the evaluator will contribute to evidence collection necessary to complete the evaluation. Said collection will be accomplished openly and, wherever possible, jointly. A teacher is expected to submit artifacts for completion of the evaluation.
2. The District commits to documenting evidence of performance available via observation to the greatest extent possible to lessen the time required by teachers to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. It is the intent of the parties that every effort will be made to provide and collect ample evidence of proficiency. It is the nature and quality of the evidence, not the amount that determines its rating. The evaluator may request evidence in areas not yet consistent with a proficient rating but may not require a specific amount of evidence or number of artifacts.
3. The teacher may provide additional evidence to aid in the assessment of the teacher’s professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated into the eVAL Observation Report Form prior to the post-observation conference and be used to determine the final evaluation score.

Section 6.4 – Support, Intervention, and Probation

6.4.1 Non-Probationary Plans of Assistance

1. The District shall require the following employees to participate in a non-probationary plan of assistance:
 - a. Any continuing contract employee covered under the evaluation procedures set forth in 6.2 above who receives an unsatisfactory evaluation at the end of the previous school year;
 - b. Any continuing contract employee covered under the evaluation procedures set forth in 6.2 above who has had a minimum of two (2) formal observations (for a total observation time of no less than sixty minutes) which indicate the employee has serious performance deficiencies in one (1) or more areas defined in the observation and evaluation criteria in which instance such plan of assistance may be implemented at any time after the conclusion of the two required observations; and

- c. Any continuing contract employee covered under the evaluation procedures set forth in 6.3 above with more than five years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
2. The District may require the following employees to participate in a non-probationary plan of assistance:
 - a. Any provisional employee;
 - b. Any continuing contract employee covered under the evaluation procedures set forth in 6.3 above with five or fewer years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
3. For employees defined in 1 and 2 above, the administrator and the employee shall attempt to develop a mutually agreeable written plan with appropriate support, resources and intervention strategies designed to improve the employee's effectiveness and to prevent the need to place the employee on probation. At least three (3) additional formal observations shall be conducted to determine if the employee has made sufficient progress in the identified areas of deficiencies. Said formal observation(s) shall not be conducted unless three (3) weeks have elapsed from the time of completion of the remediation plan.
4. The evaluations of certificated classroom teachers with a rating of Unsatisfactory whose immediately preceding evaluation rating was Distinguished or Proficient will be reviewed by the evaluator's supervisor.

6.4.2 Probation

1. Employees shall be placed on probation subject to the following:
 - a. At any time after October 15th and before January 10, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing by the Superintendent that the employee is being placed on probation commencing on the date identified in the notice.
 - b. For classroom teachers who have been transitioned to the revised evaluation system above, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is "not judged satisfactory" as that term is used in 6.3.7, 5, above: (i) Level 1 (Unsatisfactory); or (ii) Level 2 (Basic) if the classroom teacher is a continuing contract employee with more than five years of teaching experience and if the level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
 - c. The written notice of probation shall enumerate the specific areas of deficiency along with a reasonable program for improvement. In addition to the support and assistance of a second evaluator under 6.4.2, 2. (Second Evaluator During Probation), below, a reasonable program for improvement shall identify the satisfactory levels of performance to be achieved in the areas of deficiency and the supports or assistance offered to help the employee improve in those areas.

- d. All written communications to the employee shall be served upon the employee personally or sent by certified or registered mail or by leaving a copy of the notice at the house of his/her usual abode with some person of suitable age and discretion then residing therein.
- e. A probationary period shall be established beginning any time after October 15, for a minimum of sixty (60) days, and ending no later than May 1. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her areas of deficiencies.
- f. During the probationary period the evaluator shall meet with the employee at least twice monthly to evaluate the progress being made on the remediation plan during the remediation process. A written evaluation of this progress will be provided in a timely fashion to the employee after each meeting.

2. Second Evaluator During Probation

- a. The evaluator shall identify one additional non-bargaining unit certificated employee to evaluate the probationer and aid the employee in improving his or her areas of deficiency. The District and the Association shall attempt to reach agreement on the additional evaluator, and if unable to agree, the District shall appoint the second evaluator.
- b. The second evaluator shall provide a written evaluation of the employee's performance to the evaluator, and provide a copy to the employee, no later than the conclusion of the probationary period. The evaluation shall be based on multiple observations of performance and a review of other available evidence, with a particular emphasis on the areas of deficiencies identified by the evaluator and any areas of disagreement identified and brought to the attention of the second evaluator by the employee. This evaluation shall use the district evaluation criteria and scoring methodologies in this Article to produce an overall summative score.
- c. Upon the conclusion of the probationary period, the evaluator shall evaluate the employee's progress in remediating his or her performance and provide a report to the employee and the superintendent.

3. Removal from Probation or Non-Renewal

- a. The Superintendent will fully consider all the evidence and facts of each particular case before deciding probable cause or causes exist for non-renewal of an employee's contract. In the event the Superintendent determines that there is probable cause or causes that the employment contract of an employee should not be renewed by the District for the next ensuing term, such employee shall be so notified in writing on or before May 15, preceding the commencement of such term. Such notification shall specify the cause or causes for non-renewal of contract.
- b. Every such employee so notified at his/her request made in writing and filed with the Board of Directors of the District within ten (10) days after receiving such notice, shall be granted opportunity for hearing to determine whether there is sufficient cause or causes for non-renewal of contract. If any such notification or opportunity for hearing is not timely given, the employee entitled thereto shall be conclusively presumed to have been reemployed by the District for the next ensuing term upon contractual terms identical with those which

would have prevailed if his/her employment had actually been renewed by the Board of Directors for such ensuing term.

- c. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.
- d. A classroom teacher who has been transitioned to the revised evaluation system must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.
- e. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

6.4.3 Provisional Employees

1. Provisional employees shall be specifically excluded from this probationary procedure, provided, before non-renewing any provisional employee for alleged performance deficiencies, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process contained herein to assist the employee in remediating said deficiencies. Such good faith efforts shall include the following:
 - a. Provisional employees shall be observed at least once during the first ninety (90) calendar days of employment. At least one additional observation must be completed by February 1st and the annual evaluation must be completed no later than May 15th.
 - b. If the annual evaluation is rated as unsatisfactory, the evaluator will meet with the employee and another person chosen by the employee to assist the evaluator in developing a written plan to remediate and improve the alleged deficiencies.
 - c. If the Superintendent determines that the employee has not sufficiently improved the stated deficiencies, the provisional employee is not entitled to a hearing before the Board.

ARTICLE VII - LAYOFF AND RECALL

Section 7.1 - General

If it becomes necessary for the District to reduce the number of certificated employees due to lack of funds, the determination of those certificated staff to be retained shall be made on the basis of certification and seniority in that order, provided that employees holding provisional contracts are non-renewed prior to the implementation of a reduction in force. It is understood that if a position is to be filled, and the only employee eligible to fill that position is a provisional employee, that employee would not be non-renewed. In this case, "eligible" is defined as the most senior

appropriately certificated employee per Sections 7.2 and 7.3 herein. If the District conducts a reduction in force under this article, the following procedure will be used. The District shall:

- 7.1.1** Prior to January 15th of each year, provide each certificated employee with a statement of his/her certification in accordance with Section 7.2 herein, and his/her seniority in accordance with Section 7.3 herein, as recorded in his/her District personnel records. Each certificated employee shall, prior to February 15th, return such statement to the Superintendent's office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent legal proof verifying such employee's public school service in accordance with Sections 7.2 and 7.3 herein. If the statement is not returned by February 15th of the current year, the statement shall be deemed correct. The final category and seniority list will be published and distributed to employees and the Association by March 1st.
- 7.1.2** Determine a modified educational program based on the projected reduction in staffing. The modified educational program shall take into consideration determination of the specific services, and activities to be retained. The modified educational program shall be shared with the Association.
- 7.1.3** Determine, as accurately as possible, the total number of certificated staff known as of April 15th to be leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal (including all employees who are provisional). These vacancies will be taken into consideration in determining the number of available positions for the following school year.
- 7.1.4** Assign employees to appropriate positions, subject to the provisions of this agreement and state law and state regulations.
- 7.1.5** No later than May 1st make an initial determination of probable cause under RCW 28A.405.210 and 220 and identify the names of any certificated employees whose contracts will tentatively be non-renewed for the ensuing school year. This will be done on the basis of certification and seniority as described herein and shall be furnished to the recognized certificated employees' organization and any affected certificated employees. Any such certificated employee on the list, may, in writing, within five (5) days of receipt of the list, file with the Superintendent his/her objection to the ranking order and may request consideration for modification of the same provided such individual includes in his/her written request a full statement as to the facts in support of his/her contention that the list be modified. If the Superintendent rejects the individual's request for modification of the list, he or she shall so notify such individual and the recognized certificated employees' organization within five (5) days thereafter.
- 7.1.6** No later than May 15th, identify the names of certificated employees to be terminated under the District's reduced program and services, provide a list of said employees to the recognized certificated employees' organization, and provide appropriate notification to affected employees in accordance with RCW 28A.405.210 and 220. Employees so identified herein will be considered the employment pool.

Section 7.2 - Definition of Certification

Certification shall be determined by the District based upon the Revised Code of Washington (RCW) (State Law) and the Washington Administrative Code (WAC) (State Regulations).

An employee shall be deemed qualified for a position if he/she holds the required certificate. To ensure that the certificated employees recommended for retention will be qualified to implement the education program determined by the District, all certificated employees must possess valid Washington State certificate as may be required for the position(s) under consideration.

Section 7.3 - Definition of Seniority

The District shall retain those employees with the most seniority on a seniority basis as defined below.

7.3.1 “Seniority” shall mean the number of years of certificated experience in Washington State. Employees on leave will have the seniority accrued at the time they discontinued active service to the District credited to them, unless otherwise provided in this Agreement. Current employees of the Conway School District as of September 1, 2015 shall be credited the amount of seniority documented as of that date and accumulated under the previous seniority system. Seniority is calculated on October 15th of each contract year, and does not include experience being acquired during the current contract year.

7.3.2 In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall have preference. In the event ties still exist, the employee(s) with the largest number of college, university and professional credits eligible for recognition by the District for salary purposes beyond the B.A. degree, as earned and recorded in the Certification Office as of December 31, shall have preferences.

7.3.3 In the event that more than one individual employee has the same seniority ranking after applying the above provisions, the preference will be given to the employee(s) with the higher summative evaluation rating from the most recent comprehensive evaluation.

Section 7.4 - Leaves

Upon determination that the involuntary termination of certificated employees will be necessary, certificated employees not terminated shall be invited to apply for one-year leaves of absence without pay. The Superintendent shall recommend favorable action to the Board for any such applicant whose position can be adequately filled from within the district if the granting of such leave should make it possible to grant a contract to a terminated employee from the employment pool, referred to in Section 7.1.6. Employees taking one-year leaves of absence shall be responsible for providing the district with mailing addresses and any changes thereof during their leave period. The employee on leave will be required to notify the District office by letter of his/her desire to return to a teaching position for the next ensuing year by March 15th of the year in which the leave will expire.

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee who receives a special leave of absence.

Section 7.5 - Recall Procedure

Any certificated employee receiving written notice of contract non-renewal pursuant to the provision of this section shall be placed in an employment pool for possible re-employment until such time as either the affected employee turns down employment equal to or greater than he/she was reduced from, or the affected employee fails to notify the District of his/her acceptance of an offered position within ten (10) days from the date of mailing of the job offer as in Section 7.5.2 below. It is expressly understood that the failure of an employee to accept a position of less FTE than the position held prior to the RIF shall not remove an employee from the employment pool.

Employment pool personnel will be offered any position that becomes available for which he/she is certified. If more than one such employee is certified for an open position, the criteria set forth in Section 7.3 above shall be applied to determine who shall be offered the position, the employee with the most seniority offered first right of refusal to the position.

In the case that an employee who had previously earned continuing status with the District is being recalled into what would otherwise be a leave replacement contract, the continuing status of that employee shall be maintained, and a continuing contract shall be offered.

In the event that programs are restored, or positions are available, the Board shall follow the following procedures when recalling employees:

- 7.5.1** All qualified employees who have been placed in the employment pool shall first be recalled before the Board employs or assigns any additional personnel to fill teaching assignments. Certificated employees on layoff shall first be recalled by certification, then seniority. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing his/her recall status for any full-time position.
- 7.5.2** When a vacancy occurs for which any such person in the employment pool is qualified, notification from the school district to such individual will be by certified mail sent to employee's last known address, or personal written contact by the Superintendent or his/her designee. Such individual shall have ten (10) days from date of mailing or personal written contact to accept the position, whichever shall occur first.
- 7.5.3** An employee in the recall pool shall maintain employment status with the District for two (2) years immediately following August 31 of the year the employee is laid off. Such employment status may be extended upon employee request at the discretion of the Board.
- 7.5.4** Substitute teaching positions shall be offered to interested teachers in the employment pool, in rotating alphabetical order, before any other person is offered such a position.
- 7.5.5** Insurance eligibility and benefits may be continued where permitted by insurance company agreements at the employee's own expense.

Section 7.6 - Layoff Benefits

All rights to which a certificated employee was entitled at the time of his/her layoff including unused accumulated sick leave and credits toward leave eligibility will be restored to the certificated employee upon his/her return to active employment, and the certificated employee will be placed upon the proper step of the salary schedule for the certificated employee's current position according to the certificated employee's experience and education.

Section 7.7 - Applicability of The Grievance Process

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee's rights to access the grievance procedure contained in the Agreement.

ARTICLE VIII - GRIEVANCE

Section 8.1 - Definitions

- 8.1.1.** A "grievant" shall mean the Association or an employee or group of employees included in the bargaining unit represented by the Association.
- 8.1.2** A "grievance" is any claim of an alleged violation, misinterpretation or misapplication of the terms of this agreement.
- 8.1.3** "Days" shall mean bargaining unit workdays, except as otherwise indicated. The number of days provided in each step shall be considered as maximum.
- 8.1.4.** Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may initially be filed at Step II.
- 8.1.5 Timelines:**
 - 8.1.5.1** Timelines may be extended by mutual written agreement of the parties. If the Association fails to meet a required timeline, the grievance will be considered to be withdrawn. If the District fails to meet a required timeline, the grievance shall move to the next level of the procedure.
 - 8.1.5.2** Grievances filed after the end of the employees' work year shall be processed using District business days.
 - 8.1.5.3** Notwithstanding the expiration of the Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 8.2 - Representation

- 8.2.1** A grievant may elect self-representation or be represented by an Association selected representative. However, the Association has the exclusive right to determine representation at Arbitration. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

- 8.2.2** The Association shall be notified in writing as to the disposition of any grievance and the disposition shall not be inconsistent with the terms of this Agreement.

Section 8.3 - Procedure

- 8.3.1** By mutual written agreement, any step of this grievance procedure may be bypassed.
- 8.3.2** A grievance may be withdrawn or settled at any step without establishing prejudice or precedent.
- 8.3.3** When the investigation or processing of any grievance requires employees or Association representatives to be absent from their assignment to attend meetings with District officials, they shall be released without loss of pay or benefits except for release time associated with arbitration proceedings.
- 8.3.4** No reprisals shall be taken by the employer against any employee because of the employee's participation or refusal to participate in a grievance.
- 8.3.5** The District and the Association shall cooperate in the investigation of any grievance and will furnish such information as is required for the investigation and processing of any grievance.

8.3.6 Step 1 - Informal Meeting

Within 30 days of learning of an alleged grievance, the grievant shall schedule a meeting to discuss the complaint with his/her immediate supervisor. Every effort will be made to resolve the grievance at this level. This step may be waived by mutual written consent of the parties.

8.3.7 Step 2 - Supervisor's Level

If no settlement is reached at Step 1, the grievance will be reduced to writing on the form in Appendix A and presented within ten (10) days following Step 1 to the immediate supervisor for reconsideration. The supervisor will respond in writing within five (5) days after the meeting. The response shall include the reasons upon which the decision was based. If the District chooses to have one administrator this step will be bypassed and grievances will be processed at Step 3 below.

8.3.8 Step 3 - Superintendent's Level

If no settlement is reached at Step 2, or if the Step 2 supervisor fails to respond within five (5) days, the grievance may be appealed to the Superintendent within ten (10) days after the Step 2 response was received or should have been received. A meeting shall occur with the Superintendent or designee within five (5) days after receipt of the Step 3 appeal. The Superintendent or designee shall respond in writing within five (5) days after the Step 3 meeting. The response shall include the reasons upon which the decision was based.

8.3.9 Step 4 - School Board Level

If no settlement is reached in Step 3, within a specified or agreed time limit, a written statement of the grievance shall be submitted to the District Board of Directors within fifteen (15) days after the Step 3 response was received or should have been received. After such submission, the parties will have two regularly scheduled board meetings to resolve the grievance. The Board of Directors reserves the right to summon the grievant for a hearing to review the grievance. The grievant reserves the right to appear before the Board of Directors for a hearing to review the grievance. A written statement indicating the disposition of the grievance shall be furnished the grievant within ten (10) days after the Step 4 meeting.

8.3.10 Step 5 - Binding Arbitration

8.3.10.1 If the grievance is not resolved at Step 4, the Association, at its sole discretion, may advance any grievance to final and binding arbitration within twenty (20) days of receipt of the Step 4 response. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service (FMCS) or the American Arbitration Association (AAA) in accordance with its rules, which likewise shall govern the arbitration proceeding.

8.3.10.2 The arbitrator shall have authority to rule on any and all questions of arbitrability.

8.3.10.3 The arbitrator shall have authority to make decisions and to provide appropriate remedies on all provisions of this agreement, consistent with existing statutes. The arbitrator's decision shall be binding on both parties.

8.3.10.4 The arbitrator's award shall be submitted in writing to the parties within 30 days of the close of the hearing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

8.3.10.5 The arbitrator's fees and expenses shall be borne equally by the parties. All other costs will be paid by the party incurring them.

ARTICLE IX - ASSIGNMENT AND TRANSFER

Section 9.1 - Change of Assignment

The District recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees as well as the needs of the District.

9.1.1 - Definitions

1. An assignment is defined as the academic subject or combination of subject areas in which an employee teaches or performs and/or the grade level or combination of grade levels in which an employee teaches or performs. An assignment filled by a reassignment is not considered a vacancy.

2. A change of assignment is defined as a change of subject area (Grades 7 & 8), program, grade level (K-3, 4-6, and 7-8), or building.
3. A voluntary change of assignment shall mean an employee requested change of assignment.
4. An involuntary change of assignment shall mean a change of assignment that an employee has not requested.
5. A vacancy shall be defined as a situation where a vacant position was previously held by an employee or when a new position covered by this Article is created.

Section 9.2 - Voluntary Change of Assignment

- 9.2.1** Prior to vacancies being posted externally, current employees will be informed of the vacancy and afforded the opportunity to apply and be considered.
- 9.2.3** In acting on requests for voluntary reassignment, the following criteria will be applied:
 - a. Individual qualifications including but not limited to performance as evidenced by employee evaluations, major/minor fields of study, endorsements;
 - b. Seniority;
 - c. The needs of the District
- 9.2.4** If an employee's request for a voluntary change of assignment has been denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Superintendent or his/her designee.
- 9.2.5** Release time may be given any employee who has been granted a voluntary reassignment so he/she may become oriented to the new assignment according to Article III, Section 3.2 of this agreement.

Section 9.3 - Involuntary Reassignment

- 9.3.1** An involuntary change of assignment will be made in case of an emergency or to prevent undue disruption of the instructional program. No involuntary change of assignments shall be made if there is a qualified volunteer available to fill said assignment. The Superintendent shall notify the affected employee and the Association of the reasons for such reassignment.
- 9.3.2** When an involuntary reassignment is necessary, the criteria in section 3 above will be the criteria used in determining which employee is to be reassigned.
- 9.3.3** An involuntary reassignment will be made only after a meeting between the employee and the principal, at which time he/she will be notified of the reason for the reassignment. The employee can, at his/her option, have an Association representative present at such meeting. The procedural aspects of an involuntary reassignment of any employee may be subject to the grievance procedure.

9.3.4 Employees being involuntarily reassigned may request and will be informed of appropriate vacancies known at the time the assignment decision is being made. Employees will be able to indicate their preference of assignment. The employee being involuntarily reassigned will be granted up to three (3) days of release time prior to the reassignment in order to, meet with prospective new team members, and become oriented to the new assignment. After consultation with the affected employee, the Superintendent will make a determination as to the number of release days that will be granted.

9.3.5 When it becomes necessary for an employee to be involuntarily reassigned because of changes in enrollment or program, the District will give the reassignment of the affected unit member priority in filling known vacancies.

9.3.6 Normally, no employee shall be subject to an involuntary change of assignment more than two (2) times within any five (5) year period of time.

Section 9.4 - Building Relocation

In the event the District directs staff to relocate to a new classroom, the District shall compensate the affected employee two days pay at the individual's per diem rate.

Section 9.5 – Job Share

1. Job-sharing is when two (2) applicants wish to take responsibility for all the functions of a 1.000 FTE position.
2. Each applicant for a job-share position must submit an application along with a proposal for how the duties of the position will be shared. An application may be submitted by two current district employees for a position in the district, or two external applicants, or one internal and one external applicant for a vacancy. Job-share plans are submitted and approved for one (1) year at a time no later than May 15th of the current school year. Every effort will be made to provide a decision by June 1. Should job-share participants wish to continue the job-share, they shall apply annually for a job-sharing extension. If the proposal is denied, reasons for the denial will be provided to the job-share applicants in writing.
3. Job-share employees will be covered under the terms of this Agreement. They will be granted experience credit, based on FTE contract employment, on the regular salary schedule. For the purpose of salary and benefits (including leaves), they will be treated as part-time employees. It is recommended that job-share applicants check Teachers' Retirement System rules prior to making a decision regarding job-sharing. Eligibility and service credit requirements differ for part-time employees and may result in partial or no service credit.
4. Continuing contract employees who want to job-share must apply for a leave of absence for the job-share position of his/her position. At the end of the job-share assignment, the employees shall be placed in the positions last held or in comparable positions.

5. It is expected that job-share partners will substitute for one another when feasible. The employee who substitutes will be compensated with substitute's pay or with compensatory time off covered by the other job-share partner at another time at the discretion of the teachers involved.
6. Should a job-share participant resign or take a leave of absence prior to or during the school year, the job-share situation will be handled as follows:
 - a. Offer full-time employment to the remaining job-share person;
 - b. Seek a compatible replacement, with remaining partner working full-time until a replacement is found; or
 - c. If the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.

ARTICLE X - JUST CAUSE, PERSONNEL FILES, AND STUDENT DISCIPLINE

Section 10.1 - Student Discipline

- 10.1.1** The parties recognize that student discipline is a joint responsibility of certificated employees and the District. All parties acknowledge that these provisions are subject to the due process requirements of state and federal law regarding disciplinary actions affecting students.
- 10.1.2.** Certificated employees will exercise professional judgment in the area of student discipline. The District shall support employees in their use of prudent, legal and reasonable discipline measures to maintain order and discipline and to protect the safety and well being of students and employees.
- 10.1.3** To assist certificated employees in the exercise of their student disciplinary efforts, the District, within the context of applicable law, District policy and building procedures regarding student discipline, shall:
 - 10.1.3.1** Insure that the building administrator and employees in a school building shall confer at least annually in order to review written building and District disciplinary standards and to discuss uniform enforcement of those standards. This meeting may also be used to update all employees regarding applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights and processing of student discipline.
 - 10.1.3.2** Recognize and support an employee's use of such reasonable physical restraint as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse, or injury, or to protect personal or District property from damage or theft.
 - 10.1.3.3** Recognize the right of employees to expect acceptable behavior from all students and specifically to recognize the right of a teacher to take disciplinary action to correct a student who disrupts normal classroom activities, abuses, or insults a teacher as prohibited by law, willfully

disobeys a teacher, uses abusive or foul language directed at a District employee, school volunteer, or another student, violates school rules, or who interferes with an orderly education process.

10.1.3.4 Recognize and support an employee's right to temporarily exclude a student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his/her classroom and instructional activity area for all or any portion of the balance of the school day, or up to the following two (2) days, or until the Principal or designee and teacher have conferred, whichever occurs first. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one (1) or more alternative forms of corrective action.

10.1.3.5 Recognize an employee's right to recommend to the building administrator suspension or expulsion of a student. The administration shall provide an explanation to the employee regarding their disposition of the discipline.

10.2.3.6 Respond within a reasonable period of time to all employee requests regarding student discipline problems.

10.1.3.7 Prior to admittance of new students to classrooms, receiving certificated employees will be given all information available concerning said students. This will include information regarding suspension/expulsion for any serious offenses, and include the intervention and behavior modification program or the equivalent. If the information is not available, the District will make a concerted effort to gather anecdotal information from the student's previous school district.

Section 10.2 - Personnel Files

10.2.1 Employees shall, upon request, have the right to inspect the contents of their District office personnel file according to the following.

10.2.1.1 Employee inspections of his/her District personnel file may be done only during regular office hours and shall be in the presence of the Superintendent, or designee. An appointment should be made with the Superintendent's secretary to arrange for an appointment.

10.2.1.2 One other person at the employee's request may be present at this review. Upon the employee's request, the Superintendent, or official designee, shall sign an inventory sheet verifying contents of the District personnel file at the time of inspection by said employee.

10.2.1.3 Upon written request, an employee may obtain a copy of any documents contained therein

10.2.2 No duplicate, alternate or other personnel file shall be kept anywhere by the District except that the building principal or supervisor may keep working personnel files in their building office. The Principals' or supervisors' working files are subject to all of the provisions of this section

- 10.2.3** A separate file for processed grievances, which shall be open for inspection by affected employees' and shall be kept apart from employee's personnel files at the District office. Anyone, at the affected employees' request, may be present at a review of this file.
- 10.2.4** No evaluation, correspondence, or other material making any reference to an employee's competence, character, or manner shall be placed in any personnel file or working file without the employee's knowledge and exclusive right to attach his/her own written comments.
- 10.2.4.1** No disciplinary material will be placed in any personnel file unless the matter has been investigated, discussed with the employee prior to the final decision, and found to be accurate.
- 10.2.4.2** Any derogatory material not shared with an employee within ten (10) workdays after its receipt or composition shall not be placed in any personnel file or working file, used in any evaluation, or allowed as evidence in any grievance or any disciplinary action against such employee.
- 10.2.4.3** Evaluations from anyone other than the employee's evaluator concerning teaching techniques or subject matter shall not be included in any personnel or working file.
- 10.2.4.4** The employee shall acknowledge that he/she has read any material in their personnel file or principals working file by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content.
- 10.2.4.5** At the request of the employee, materials in the District Personnel file and the Principals working file (including computer disks or anything similar) will be reviewed and if found not to be necessary for record keeping as determined by the Superintendent, will be removed and destroyed after one (1) year from the date of the document(s).

Section 10.3 - Just Cause and Progressive Discipline

- 10.3.1** No unit member shall be disciplined without sufficient cause.
- 10.3.2** The District agrees to follow a policy of progressive discipline which shall begin with verbal warning, progress to a written reprimand, then to suspension and, when required by circumstances, to discharge as the final action. The policy of Progressive Discipline shall be adhered to except where a grave problem or problem of such severity warrants a departure from said policy.
- 10.3.3** Employees who are disciplined pursuant to this provision, except in cases of verbal warnings, shall be informed in writing of the grounds for such action. In the case of verbal warning, they will be informed verbally of the grounds for such action.
- 10.3.4** An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary

action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event of a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

10.3.5 In the case of written reprimand, such notice will be titled "Reprimand" and issued by the employee's immediate supervisor and/or the superintendent. The notice will include the specific deficiencies for which the employee is being disciplined and a suggested plan for improvement. A copy of the document may be placed in the employee's personnel file. A written appeal may be made to the superintendent. The superintendent will respond in writing to this appeal.

10.3.5 Disciplinary matters shall be handled in a confidential and discreet manner.

Section 10.4 – Complaints

In cases of a complaint concerning any employee, the principal or immediate superior shall meet with the employee within ten (10) days of receipt of a complaint to apprise the employee of the full nature of the complaint.

When the District has made a determination that a charge of abuse or misconduct is without basis, the member may request a letter be placed in his or her personnel file that states the charge is unfounded. Should such a request be made, the letter shall be placed in the personnel file within two weeks of the request, and a copy provided to the member and the Association.

ARTICLE XI - EMPLOYEE CALENDAR

It is the intention of the parties that the school/work calendar be approved for the ensuing year as early as possible. Following is a summary of the process for developing the school calendar/work year. The timelines established in this process may be extended upon mutual agreement of the parties.

1. The members of the Conway Education Association (CEA) will meet in February to formulate employee work year options.
2. The Association President will forward the CEA recommendations(s) to the Superintendent for further processing and consideration.
3. The Superintendent will formulate a recommendation regarding the calendar and present it to the Board of Directors for consideration and adoption. Included in the packet of information submitted to the board will be the CEA calendar recommendation.
4. If the final recommendation adopted by the Board of Directors regarding the student attendance calendar is in conflict with the Association work year recommendation, the parties shall immediately reopen negotiations regarding the employee work year.

Waivers

1. Instructional waivers – The District will consult with employees who would be affected prior to seeking state approved waiver(s) of student contact days for instructional purposes.

2. Emergency related waivers – Should the District seek and receive approval for state approved waiver(s) for emergency or weather-related purposes, certificated employees shall receive full pay for any such waived days. Certificated staff shall not be required to attend the waived student days. The days shall be treated the same as TRI Responsibility pay, with an assumption that the equivalent amount of time as waived has been completed by the certificated employee. No documentation on the part of the individual employee shall be required in such an instance.

School Closure

In the event school is closed, educators are not required to report to school. In the event of an emergency closure after the start of the school day, and when the day is counted, educators shall be paid their full per diem pay for that day. If school is cancelled, educators shall not be required by their supervisor to remain at work. If school is delayed in opening, educators will attempt to arrive at school before the delayed scheduled student day begins.

Article XII - Terms of the Agreement

The terms of this Agreement shall be from September 1, 2023 to August 31, 2026. The Agreement may be reopened by mutual consent.

At the written request of the Association or the District, the Association and the District shall reopen this contract if District revenue increases or decreases due to legislative changes to levy capacity, levy equalization, inflationary index, or other funding variables.

The parties agree to complete a review of housekeeping changes necessary to update the Collective Bargaining Agreement. Each party will appoint its representatives to the committee. The parties will endeavor to complete work finalizing the new Agreement in electronic form no later than September 30, 2023. The parties recognize these modifications to the Agreement shall not change the substantive meaning of the Agreement and shall be incorporated into the final document.

CEA Representatives:

Ann Penry, Co-President
Conway Education Association

John Townsend, Co-President
Conway Education Association

District Representatives:

Michelle Cowan, President
Conway School Board

Jeff Cravy, Superintendent
Conway School District

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APPENDICES:

- A. GRIEVANCE FORM**
- B. CONWAY TRI VERIFICATION FORM**
- C. EXTRA DUTY STIPENDS**
- D. SALARY/TRI SCHEDULE**
- E. CRITERION SCORING BANDS**
- F. eVAL OBSERVATION REPORT FORM**
- G. eVAL FINAL REPORT FORM**

Grievance Form - Appendix A

Type or Print:

Grievant: _____ Date: _____

Home Address of Aggrieved Person: _____

Telephone: _____

Subject Area or Grade: _____

Association Representative: _____

STATEMENT OF GRIEVANCE:

SPECIFIC ARTICLE & SECTION OF AGREEMENT ALLEGEDLY VIOLATED:

RELIEF SOUGHT:

Signature

APPENDIX B
CONWAY TRI VERIFICATION FORM

Certificated employees have the opportunity under Article V, Section 5.4.1 of the Collective Bargaining Agreement between the Conway School District ("District") and Conway Education Association ("Association") to earn additional compensation beyond their regular pay for additional time, additional responsibilities, or incentive. The District and Association agree the types of professional activities envisioned by Article V, Section 5.4.1 and performed outside the regular contracted workday or work year include the following:

- (a) Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
- (b) Self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars, or research projects, and researching educational materials and supplies;
- (c) Grade level, department, building, job-alike and/or District committees, task forces, processes, and activities;
- (d) Fulfillment of basic contract expectations that may fall outside the regular workday such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings, providing individual help to students, conferencing and communicating with parents and students;
- (e) Working with technology related to educational practice.

This form is intended to indicate fulfillment of additional responsibilities beyond those performed during the regular workday or work year. Compensation will be according to Article 5.4 and for the duration of this agreement will be combined in a total TRI schedule identified as the Professional Responsibility Stipend Schedule. The Professional Responsibility Stipend will consist of two supplemental contracts which will compensate employees for:

- 1. Two (2) days at the employee's per diem rate.
- 2. 5% of the employee's placement on the base salary schedule.

Verification and Certification:

I hereby certify that I have fulfilled the above professional activities outside my regular contracted workday or work year, thereby completing my supplemental pay agreement. Certification of completion of professional activities must be submitted annually by the last student day in June.

Signature of Employee

Date

APPENDIX C

EXTRA DUTY AND ADVISOR STIPENDS

Extra-curricular stipends will increase annually by an amount equivalent to the negotiated salary percentage increase inclusive of the state's annual inflationary adjustment factor, based on the state Implicit Price Deflator (IPD).

Stipend Title	2023-2024	2024-25, 2025-26 2.5%+IPD, 2.0%+IPD
Yearbook	\$2,121	TBD after IPD is released.
Slide Show	\$1,177	
Young Authors	\$1,122	
Highly Capable	2 positions \$2,127	
Math Club	\$2,606	
Outdoor Ed	3 positions \$372	
8 th Grade Ceremony	2 positions \$296	
ASB Advisor	2 positions \$1,500	
Special Ed. Coordinator	\$8,863	
Special Ed. Teachers	5 days @ per diem	
Music Director	Up to 30 hrs. @ per diem	
Counselors	5 days @ per diem	
District Leadership Team	6 positions \$1,241	
Outdoor Ed Coordinator	2 positions (1 per camp)	

* Outdoor education Teacher Coordinators will be given up to two days of release time per event, and/or an equivalent amount at the employee's hourly rate which will be documented via timesheet and coordinated with administration.

APPENDIX D

Salary Schedule for 2023-2024. Salary increase for 2024-25 will be 2.5% + IPD, 2025-26 2% + IPD

2023-2024								
Combined	BA+0	BA+30	BA+60	BA+90	D+0	MA+0	MA+45	MA+90
0	65,252	66,882	68,554	70,269	73,826	70,269	72,025	73,826
1	67,534	69,221	70,953	72,729	76,410	72,729	74,546	76,410
2	69,900	71,645	73,435	75,273	79,084	75,273	77,156	79,084
3	72,346	74,154	76,007	77,909	81,852	77,909	79,856	81,852
4	74,876	76,750	78,667	80,633	84,718	80,633	82,650	84,718
5	77,499	79,434	81,357	83,457	87,682	83,457	85,543	87,682
6	80,209	82,216	84,271	86,376	90,750	86,376	88,538	90,750
7	83,018	85,093	87,221	89,401	93,927	89,401	91,636	93,927
8	85,924	88,071	90,273	92,530	97,215	92,530	94,844	97,215
9	-	91,153	93,431	95,768	100,615	95,768	98,162	100,615
10	-	94,344	96,703	99,122	104,140	99,122	101,598	104,140
11	-	97,645	100,088	102,591	107,784	102,591	105,153	107,784
12	-	101,065	103,590	106,181	111,553	106,181	108,834	111,553
13	-	-	107,216	109,897	115,460	109,897	112,645	115,460
14	-	-	110,969	113,742	119,503	113,742	116,588	119,503
15	-	-	114,852	117,723	123,683	117,723	120,667	123,683
16	-	-	119,448	122,433	128,631	122,433	125,494	128,631

2023-2024		<i>Updated 07/04/2023: IPD of 3.7 + 3.0% = 6.7% (approved)</i>							<i>1.067</i>
BASE - 183	BA+0	BA+30	BA+60	BA+90	D+0	MA+0	MA+45	MA+90	
0	61,505	63,041	64,617	66,233	69,586	66,233	67,889	69,586	
1	63,656	65,246	66,878	68,552	72,022	68,552	70,265	72,022	
2	65,886	67,530	69,218	70,950	74,542	70,950	72,725	74,542	
3	68,191	69,895	71,642	73,435	77,151	73,435	75,270	77,151	
4	70,576	72,342	74,149	76,002	79,853	76,002	77,903	79,853	
5	73,048	74,872	76,685	78,664	82,646	78,664	80,630	82,646	
6	75,603	77,494	79,431	81,415	85,538	81,415	83,453	85,538	
7	78,250	80,206	82,212	84,267	88,533	84,267	86,373	88,533	
8	80,989	83,013	85,089	87,216	91,632	87,216	89,397	91,632	
9	-	85,918	88,065	90,268	94,837	90,268	92,525	94,837	
10	-	88,926	91,149	93,429	98,159	93,429	95,763	98,159	
11	-	92,037	94,340	96,699	101,594	96,699	99,114	101,594	
12	-	95,261	97,641	100,083	105,147	100,083	102,584	105,147	
13	-	-	101,059	103,586	108,829	103,586	106,176	108,829	
14	-	-	104,596	107,210	112,640	107,210	109,892	112,640	
15	-	-	108,256	110,962	116,580	110,962	113,737	116,580	
16	-	-	112,588	115,402	121,244	115,402	118,287	121,244	

2023-2024		<i>Stipend equals Daily Rate times 2 (specific dates)</i>						
TRI - 2	BA+0	BA+30	BA+60	BA+90	D+0	MA+0	MA+45	MA+90
0	672.19	688.97	706.20	723.86	760.50	723.86	741.96	760.50
1	695.69	713.07	730.91	749.20	787.13	749.20	767.92	787.13
2	720.07	738.03	756.48	775.41	814.67	775.41	794.81	814.67
3	745.26	763.88	782.97	802.57	843.18	802.57	822.62	843.18
4	771.32	790.62	810.37	830.62	872.71	830.62	851.40	872.71
5	798.34	818.27	838.09	859.72	903.23	859.72	881.20	903.23
6	826.26	846.93	868.10	889.78	934.84	889.78	912.05	934.84
7	855.19	876.57	898.49	920.95	967.57	920.95	943.97	967.57
8	885.13	907.25	929.93	953.18	1,001.44	953.18	977.02	1,001.44
9	-	938.99	962.46	986.54	1,036.47	986.54	1,011.20	1,036.47
10	-	971.87	996.16	1,021.08	1,072.78	1,021.08	1,046.59	1,072.78
11	-	1,005.87	1,031.04	1,056.82	1,110.32	1,056.82	1,083.21	1,110.32
12	-	1,041.10	1,067.11	1,093.80	1,149.15	1,093.80	1,121.14	1,149.15
13	-	-	1,104.47	1,132.09	1,189.39	1,132.09	1,160.39	1,189.39
14	-	-	1,143.13	1,171.69	1,231.04	1,171.69	1,201.01	1,231.04
15	-	-	1,183.13	1,212.70	1,274.10	1,212.70	1,243.03	1,274.10
16	-	-	1,230.47	1,261.22	1,325.07	1,261.22	1,292.75	1,325.07

2023-2024		<i>Stipend equals base salary times 0.05</i>						
PROF RESP - 5%	BA+0	BA+30	BA+60	BA+90	D+0	MA+0	MA+45	MA+90
0	3,075.25	3,152.05	3,230.85	3,311.65	3,479.30	3,311.65	3,394.45	3,479.30
1	3,182.80	3,262.30	3,343.90	3,427.60	3,601.10	3,427.60	3,513.25	3,601.10
2	3,294.30	3,376.50	3,460.90	3,547.50	3,727.10	3,547.50	3,636.25	3,727.10
3	3,409.55	3,494.75	3,582.10	3,671.75	3,857.55	3,671.75	3,763.50	3,857.55
4	3,528.80	3,617.10	3,707.45	3,800.10	3,992.65	3,800.10	3,895.15	3,992.65
5	3,652.40	3,743.60	3,834.25	3,933.20	4,132.30	3,933.20	4,031.50	4,132.30
6	3,780.15	3,874.70	3,971.55	4,070.75	4,276.90	4,070.75	4,172.65	4,276.90
7	3,912.50	4,010.30	4,110.60	4,213.35	4,426.65	4,213.35	4,318.65	4,426.65
8	4,049.45	4,150.65	4,254.45	4,360.80	4,581.60	4,360.80	4,469.85	4,581.60
9	-	4,295.90	4,403.25	4,513.40	4,741.85	4,513.40	4,626.25	4,741.85
10	-	4,446.30	4,557.45	4,671.45	4,907.95	4,671.45	4,788.15	4,907.95
11	-	4,601.85	4,717.00	4,834.95	5,079.70	4,834.95	4,955.70	5,079.70
12	-	4,763.05	4,882.05	5,004.15	5,257.35	5,004.15	5,129.20	5,257.35
13	-	-	5,052.95	5,179.30	5,441.45	5,179.30	5,308.80	5,441.45
14	-	-	5,229.80	5,360.50	5,632.00	5,360.50	5,494.60	5,632.00
15	-	-	5,412.80	5,548.10	5,829.00	5,548.10	5,686.85	5,829.00
16	-	-	5,629.40	5,770.10	6,062.20	5,770.10	5,914.35	6,062.20

2023-2024	<i>Daily rate equals base salary divided by 183</i>							
PER DIEM	BA+0	BA+30	BA+60	BA+90	D+0	MA+0	MA+45	MA+90
0	336.09	344.49	353.10	361.93	380.25	361.93	370.98	380.25
1	347.85	356.54	365.45	374.60	393.56	374.60	383.96	393.56
2	360.03	369.02	378.24	387.70	407.33	387.70	397.40	407.33
3	372.63	381.94	391.49	401.28	421.59	401.28	411.31	421.59
4	385.66	395.31	405.19	415.31	436.36	415.31	425.70	436.36
5	399.17	409.14	419.04	429.86	451.62	429.86	440.60	451.62
6	413.13	423.46	434.05	444.89	467.42	444.89	456.03	467.42
7	427.60	438.28	449.25	460.48	483.79	460.48	471.98	483.79
8	442.56	453.62	464.97	476.59	500.72	476.59	488.51	500.72
9	-	469.50	481.23	493.27	518.23	493.27	505.60	518.23
10	-	485.93	498.08	510.54	536.39	510.54	523.30	536.39
11	-	502.93	515.52	528.41	555.16	528.41	541.61	555.16
12	-	520.55	533.56	546.90	574.57	546.90	560.57	574.57
13	-	-	552.23	566.04	594.69	566.04	580.20	594.69
14	-	-	571.56	585.85	615.52	585.85	600.50	615.52
15	-	-	591.56	606.35	637.05	606.35	621.51	637.05
16	-	-	615.23	630.61	662.54	630.61	646.38	662.54

**APPENDIX E
CRITERION SCORING BANDS**

Raw Score Calculation

Number of Components	Criterion Scoring Bands			
1	1pt	2pts	3pts	4pts
	1	2	3	4
2	2pts	3-4pts	5-6pts	7-8pts
	1	2	3	4
3	3-4pts	5-7pts	8-10pts	11-12pts
	1	2	3	4
4	4-6pts	7-9pts	10-13pts	14-16pts
	1	2	3	4
5	5-8pts	9-12pts	13-16pts	17-20pts
	1	2	3	4
6	6-9pts	10-14pts	15-20pts	21-24pts
	1	2	3	4
7	7-10pts	11-18pts	19-24pts	25-28pts
	1	2	3	4
8	8-12pts	13-20pts	21-27pts	28-32pts
	1	2	3	4

APPENDIX F eVAL OBSERVATION FORM

PRINT SETTINGS

OBSERVATION REPORT

NOTE: After clicking the print button you will need to wait until the prompt to Open or Save the PDF file appears at the bottom of the browser. This may take up to a minute.

Print Observation Report

eVAL Observation Report (Focused)

Report Date: 9/14/2015
School Year: 2015
Title: Test
Session ID: 2014-2015.1
District: Conway School District
School: Conway School
Principal: CLAUDINE BERRY
Teacher: Debra Serrato
Evaluation Type: Focused (Focus: C6, Student Growth: C6)

Observation Summary

2014-2015.1: Test (CLAUDINE BERRY)
Observation: 8/23/2014

State Rubric View

OBSERVATION	C6
C6	
Using multiple student 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 B.1: Establish Student Growth Goal(s)	
SG B.2: Achievement of Student Growth Goal(s)	

Report Date: 9/14/2015
School Year: 2015
Title: Test
Session ID: 2014-2015.1
District: Conway School District
School: Conway School
Principal: CLAUDINE BERRY
Teacher: Debra Serrato
Evaluation Type: Focused (Focus: C6, Student Growth: C6)

Principal Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

APPENDIX G

eVAL FINAL REPORT FORM

The screenshot shows the eVAL Washington 2014-2015 final report form interface. At the top left is the eVAL Washington logo. To the right, there is a dropdown menu for the school year, currently set to 2014-2015. Further right are links for Release Notes, Account, Help, and Logout. The user's name, Debra Samritc, is displayed, along with a 'Prepare for My Evaluation' dropdown menu.

Below the header is a navigation bar with five tabs: SELF-ASSESS, GOALS, OBSERVATIONS, EVIDENCE, and SUMMARY. The OBSERVATIONS tab is currently selected.

Under the OBSERVATIONS tab, there are sub-sections: SETTINGS, OBSERVE/SCORE, and REPORT.

The main content area is titled 'Observe/Score' and contains the following information:

- Title: Test
- Session ID: 2014-2015.1
- Teacher: Debra Samritc
- Type: Teacher Observation (Focused: C6)
- Status: Unlocked

Below this information are five expandable sections:

- PRE-CONFERENCE
- POST-CONFERENCE
- SESSION NOTES AND RECOMMENDATIONS
- ARTIFACTS
- OBSERVE

At the bottom is a 'Notes Editor' section with a 'Focus' dropdown menu. The editor contains a text area with the text 'This is a test of Eval.' and a toolbar with various editing tools.

SELF-ASSESS GOALS OBSERVATIONS EVIDENCE SUMMARY

Evaluation Summary for Debra Semrite Click on the panels to toggle show the data.

SUMMARY Eval Type: F SUBMITTED 6/14/2015 Criteria Final

FINAL REPORT SNAPSHOTS

C6 Using multiple student data elements to modify instruction and improve student learning. UNS BAS PRO DIS

Rubric Element Scores

Rubric Indicator	Summative Score	Observations			Self-Assessments		
		#1	#2	#3	#1	#2	#3
6.1: Designing Instruction Aligned to Assessment	● UNS ● BAS ● PRO ● DIS	NA	NA				
6.2: Using Multiple Data Elements	● UNS ● BAS ● PRO ● DIS	NA	NA				
6.3: Tracking Student Progress	● UNS ● BAS ● PRO ● DIS	NA	NA				
SD 6.1: Satisfaction Student Growth Goals	● UNS ● BAS ● PRO ● DIS	NA	NA	Q			
SD 6.2: Achievement of Student Growth Goals	● UNS ● BAS ● PRO ● DIS	NA	NA	Q			
Summative Scores		NA	NA				

Rubric Element Evidences/Notes

Rubric Indicator	Session	User	Evidence/Notes
6.1: Designing Instruction Aligned to Assessment	DEB: CLAUDINE BERRY - 1st - 6/25/2014	CLAUDINE BERRY	NA This is a test of Eval.
6.1: Designing Instruction Aligned to Assessment	DEB: CLAUDINE BERRY - Formal Observation - 11-25-14 - 11/25/2014	CLAUDINE BERRY	NA [Redacted text]

Excerpts

Excerpt	Observation
No excerpts found.	

Artifacts

Title	Owner	Artifact Type	Alignment	View
No Artifacts Found.				

PRIORITIZED OBSERVATION EXCERPTS

REFLECTIONS

FINAL NOTES

FINAL RECOMMENDATIONS

*sample:
focus
and
comprehensive
will
have
different
elements*

Scanned Copy of Signature Page

- Emergency related waivers – Should the District seek and receive approval for state approved waiver(s) for emergency or weather-related purposes, certificated employees shall receive full pay for any such waived days. Certificated staff shall not be required to attend the waived student days. The days shall be treated the same as TRI Responsibility pay, with an assumption that the equivalent amount of time as waived has been completed by the certificated employee. No documentation on the part of the individual employee shall be required in such an instance.

School Closure

In the event school is closed, educators are not required to report to school. In the event of an emergency closure after the start of the school day, and when the day is counted, educators shall be paid their full per diem pay for that day. If school is cancelled, educators shall not be required by their supervisor to remain at work. If school is delayed in opening, educators will attempt to arrive at school before the delayed scheduled student day begins.

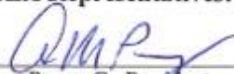
Article XII - Terms of the Agreement

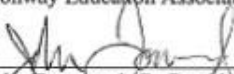
The terms of this Agreement shall be from September 1, 2023 to August 31, 2026. The Agreement may be reopened by mutual consent.

At the written request of the Association or the District, the Association and the District shall reopen this contract if District revenue increases or decreases due to legislative changes to levy capacity, levy equalization, inflationary index, or other funding variables.

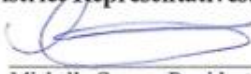
The parties agree to complete a review of housekeeping changes necessary to update the Collective Bargaining Agreement. Each party will appoint its representatives to the committee. The parties will endeavor to complete work finalizing the new Agreement in electronic form no later than September 30, 2023. The parties recognize these modifications to the Agreement shall not change the substantive meaning of the Agreement and shall be incorporated into the final document.

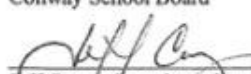
CEA Representatives:


Ann Penry, Co-President
Conway Education Association


John Townsend, Co-President
Conway Education Association

District Representatives:


Michelle Cowan, President
Conway School Board


Jeff Cravy, Superintendent
Conway School District