

**COLLECTIVE BARGAINING  
AGREEMENT**

between

**THE BOARD OF EDUCATION  
TOLEDO SCHOOL DISTRICT NO. 237**

and

**THE TOLEDO EDUCATION  
ASSOCIATION**

**2019-2022**

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## **PREAMBLE**

This agreement is entered into between the Board of Education on behalf of the Toledo School District No. 237, herein referred to as the District, and the Toledo Education Association, herein referred to as the Association. The term "Employee" shall mean all non-supervisory certificated represented by the Association in the bargaining unit.

## **I. RECOGNITION OF T.E.A**

Pursuant to RCW-41.59, the Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all non-supervisory certificated employees under contract or on Board approved leave. Such representation shall exclude the superintendent, business manager, principals and substitutes, except if a substitute works for twenty or more continuous school days.

## **II. DISTRICT RIGHTS**

It is recognized that the Board, acting on behalf of the District and its electorate, retains all powers, all rights and authority vested in it by the laws and constitution of the State of Washington and of the United States.

The Board has and will continue to retain the exclusive rights and responsibilities to operate and manage the school system including its programs, facilities, properties and activities of its employees, except as limited by the specific terms of the Agreement and applicable State and Federal Law.

## **III. T.E.A. RIGHTS AND RESPONSIBILITIES**

### **A. EXCLUSIVITY**

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

### **B. PRIVILEGES**

#### Use of District Buildings, Equipment, and Bulletin Boards

Consistent with District policy, the local Association shall have an opportunity to use District buildings and equipment for official Association business. Such building use shall be with the prior approval of the building principal, shall be outside the teacher workday, excluding lunchtime, and will not interfere with previously scheduled building use.

The Association shall reimburse the District for materials and supplies, repairs, and other costs incidental to Association use of the District machines and/or equipment. The District shall provide the Association with bulletin board space in the faculty room in each building to post notices of activities and matters of Association concern. The Association shall not post materials that are defamatory and/or libelous to any

employee, representative, or elected official of the District. All communications/notices shall be initialed by an Association officer as being an official Association document.

The local Association may use the teacher mail boxes and the District email and internet system for official Association notices. Notices may not contain political campaign materials or libelous statements. The local Association may use the teacher mail boxes for official Association notices so long as such distribution is not provided by the District's mail service. Notices may not contain political campaign materials or libelous statements.

Except during the summer and holidays, when feasible, the District shall notify employees twenty-four (24) hours prior to installing new software, making system updates, and/or performing maintenance to computers. Notification shall be sent to members' district computers.

#### Access and Association Business

Duly authorized representatives of the Association shall be permitted to transact Association business on school property, provided that Association representatives shall make their presence known to the building principal upon arrival.

In no event shall Association business interfere with or interrupt the assigned duties of any teacher nor interrupt normal school operations.

#### Availability of Information

The Association will be allowed access to public information. Association requests for information shall not interfere with and/or interrupt normal school district operations. All such requests shall be met by the District in a timely manner. The Association shall reimburse the District for any costs incurred by the District in the development and delivery of the public information requested.

### **C. CONSULTATION**

The Association will continue to receive copies of the Board Agenda before the scheduled Board meetings. The Association will continue to receive copies of the Board minutes, as available, after each Board meeting. The District shall place on the agenda of each regular Board meeting, as an item for consideration under "New Business" on the agenda, any matters brought to its attention by the Association.

### **D. ORIENTATION PROGRAM**

The Association shall be given time on the first day of the work year to present Association programs to all employees within the bargaining unit. This shall be one hour during the first day of the scheduled work year.

### **E. DUES DEDUCTIONS**

Employees may voluntarily have Association dues withheld through payroll deduction. The Association shall notify the District of the amount to be withheld. Upon written notice to both the employer and the Association, an employee may withdraw his/her payroll deduction.

The Association agrees to indemnify, defend, and hold the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Association dues, including reimbursement for any legal fees or expenses incurred in connection therewith.

**F. NEW EMPLOYEE ORIENTATION**

The Union shall have up to thirty (30) minute orientation with new employees during an employees' regular work hours within ninety (90) days of the employees' start date. This may occur during the all employee back to school day or at another time mutually agreed to by the parties. The orientation will be for the purpose of presenting information about the Union to the new employee. The Union shall inform each new employee that membership is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect fees.

Attendance at such orientation by a new employee is voluntary (time will be paid).

The Association shall be notified of new hires represented by the Toledo Education Association. Such notification shall include the newly hired employee's name, and work assignment and will be provided the Association president within one week of the newly hired employee's date of hire.

**G. CONTRACT MAINTENANCE COMMITTEE**

The Association and the District shall meet quarterly during each year of the Agreement to discuss current school issues and practices in the district, and the administration of this Agreement. At the request of either party additional meetings shall be held. Quarterly meetings shall be jointly scheduled at the beginning of each school year. When a special meeting is requested, it shall be scheduled as soon as practical.

The joint Contract Maintenance Committee (CMC) will have the responsibility of addressing issues including the application of SEBB (See the attached Memorandum of Understanding.) with contractual significance. Issues referred to the CMC may result in Letters of Agreement between the parties.

**IV. EMPLOYEE RIGHTS**

**A. NON-RESTRICTION OF RIGHTS**

Nothing contained herein shall be construed to deny or restrict to any employee those rights he/she may have under applicable State and Federal law.

**B. RIGHT TO DUE PROCESS**

No employee shall be disciplined, suspended, discharged, non-renewed, or terminated without just and sufficient cause.

Except for verbal warnings an employee shall have a right to have present a representative of his/her own choosing in meetings regarding disciplinary action, discharge and/or nonrenewal. No disciplinary action shall be taken with respect to the employee until such representative of the Association is present. Said meeting will be scheduled with no less than one (1) day prior written notice, unless the employee and the District agree to alter the time period.

Except for cases of egregious misconduct the District will follow a policy of progressive discipline. Such discipline shall include 1) Verbal warnings 2) Written warnings 3) Suspension 4) Discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

At the request of the employee, all information forming the basis for any disciplinary action or adverse effect upon the employee shall be made available to the employee and the Association. Except for verbal warnings, all specific grounds forming the basis for any disciplinary action shall be in writing.

### **C. PERSONNEL FILES**

Employees or former employees shall, upon request and in the presence of a district administrator or his designee, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere by the District. At the employee request, a person of his/her choosing may be present at this review. Each employee's personnel file shall contain the following minimum items of information: The employee's evaluation reports, copies of annual contracts, and transcript of academic records.

No derogatory statement shall be kept in any employee's file more than one (1) calendar year from the date of receipt except where there are reasons to believe that state law or state policy may have been violated or the continued practice of the same behavior may result in state law or policy being violated. At the request of the employee such statements shall be removed at that time. However, the Superintendent may at his/her discretion remove the derogatory statement during the one- year period.

### **D. SAFE WORKING CONDITIONS**

The District shall provide a safe and healthful working environment for all employees. Employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

The District and the Association will work together to seek a workable solution to any alleged violation.

### **E. LENGTH OF WORK YEAR**

The work year shall consist of one hundred eighty (180) basic contract days of service plus Professional Learning Days specifically funded for that year by the State. If the Legislature does not fund Professional Learning Days, the work year shall remain at 180 contract days.

Professional Learning Days will be District directed, placed on the District calendar, and will be time devoted to professional learning consistent with RCW 28A.415,430 and RCW 28A.415,434.

Professional Learning Days

The District and the Association agree that there will be two (2) Professional Learning Days during each of the 2019-2022 school years. One shall be considered optional and one day will be district-directed for the Back to School Day.

The purpose of Professional Learning Days is to expand the state-funded school year for certificated instructional staff. These additional days will provide time for teachers, other certificated instructional staff, and administrators to work together to plan and implement education reforms designed to increase student achievement. Activities that may be conducted on Professional Learning Days shall be consistent with district and school plans for improving student learning in accordance with RCW 28A.150.415.

#### Early Dismissal

The day preceding Thanksgiving and Christmas shall be a two-hour early release day for students and staff.

#### Report Cards

Teachers shall be given a half-day of a school day with no students (early release for students ½ day in the afternoon) to work on report cards every trimester for the school year. This day shall fall on the last day of the trimester.

### **F. LENGTH OF WORKDAY**

The certificated employee workday shall be a standard seven and one-half (7.5) hours inclusive of a duty free lunch period of no less than thirty (30) consecutive minutes. The certificated employee starting time shall begin thirty (30) minutes before the regularly scheduled student starting time each day and shall end seven (7.0) hours after said student starting time. The actual starting and ending time for students may vary from school to school and such times shall be determined by the District.

Staff meetings may be extended through mutual agreement of building staff and administration.

Employees shall be paid at the rate of thirty-five dollars (\$35) per hour for meetings, duties, workshops, and other activities which are offered by the District, voluntarily performed by the employee, and which occur outside of the contracted workday. The only exceptions to the voluntary nature of these activities shall be the annual "Evening of Excellence" program and the annual elementary school music concert, both of which shall be required.

A staff member working at more than one school building shall be assigned a work schedule within the same 7.5 hour workday.

### **G. PLANNING TIME**

Middle and High School teachers shall be given the equivalent of one class period per day within the student instructional day to be used for teacher preparation. Elementary teachers in grades K-5 shall receive thirty (30) continuous minutes per day within the student instructional day for preparation purposes. Additional planning time may be allotted as scheduling demands.



Teachers volunteering to supervise or teach during said planning time shall be compensated at their per diem rate.

## **H. CLASSROOM VISITATIONS**

The Toledo School Board welcomes and urges citizens to visit the schools and to discuss the instructional program with staff members. Visitors shall receive approval from the principal or his/her designee before entering and observing classes.

To provide patrons of the district the opportunity to visit classrooms with the least interruption to the teaching process, the following procedure must be followed:

1. All visitors to a school and/or classroom shall obtain the approval of the principal or supervisor and, if the visit is to a classroom, the time will be arranged after the principal or supervisor has conferred with the employee.
2. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
3. Each school shall establish a procedure for dealing with visitors to its site.

## **I. NEW STUDENT NOTIFICATIONS**

To the extent allowable by privacy laws all teachers shall be provided with information regarding their student's special needs including all known health, learning, and behavioral issues as soon as that information becomes available to the District.

## **J. SPECIAL EDUCATION**

Maximum caseloads for Special Education Teachers shall be defined as 25 students for Resource Room and 12 students for Life Skills per teacher.

Special Education Teachers have additional duties attendant to IEPs and student special needs outside of the regular school day. Teachers who exceed maximum caseload on the count day immediately preceding each trimester will be authorized to claim 4 hours per diem per overload student. Each overload student will be counted on only one trimester for this purpose. If caseload numbers decline, teachers will not lose accumulated authorized time. Teachers must submit supplemental timesheets as they use this time in order to be compensated. Compensation is for time worked outside of the regular school day.

Special Education Teachers in a Resource Room Program will receive \$100 for each IEP over twenty five (25) that they complete in each year of this agreement. Special Education teachers in a Life Skills Program will receive \$100 for every IEP over twelve (12) that they complete in each year of this agreement. This amount will be paid in full on the July payroll. A total of the number of students served on the teacher's caseload for the school year will be used to evaluate the number of IEPs completed during the year.

Special Education and Life Skills teachers who administer the WA-AIMS assessment shall receive one district release day to create and administer the assessment.

Special Education and Life Skills teachers who administer the WA-KIDS assessment shall receive one district release day to input results.

## **V. INSTRUCTION**

### **A. STAFF DEVELOPMENT**

At the beginning of the school year the superintendent and building principals shall work with staff members to establish procedures for staff development activities and expenditures.

### **B. CURRICULUM DEVELOPMENT**

The superintendent shall establish procedures for curriculum development which provide for the voluntary involvement of community representatives and staff members at appropriate times.

Participating staff members shall be paid at the rate of thirty-five (\$35) dollars per hour.

### **C. INSERVICE**

Participation at the District Back to School Day and Meet the Teacher Night shall be mandatory. All other district-sponsored in-service days shall be voluntary and shall be paid at the rate of thirty-five (\$35) per hour.

### **D. MENTOR TEACHERS**

The District shall provide mentor teachers working with beginning teachers the sum of \$250 annually. The Building TEA representative and the building principal shall select and assign a mentor teacher to each new teacher at the beginning of the school year.

A mentor teacher shall not participate in or contribute to the performance evaluation of any member of the bargaining unit.

### **E. STUDENT DISCIPLINE**

TSD will prepare a discipline practice that is consistent with State law and will involve the District Leadership Team in the creation of a Student Conduct Manual for annual board approval. TEA members are encouraged to participate in the annual review of the building student handbooks with the principal.

## **I. TEACHING ASSIGNMENTS**

### **A. ASSIGNMENTS, VACANCIES AND TRANSFERS**

Grade, subject, school, and activity assignment shall be made by the District based upon the needs of the District. Employees shall be kept within the discipline of their demonstrated skills, abilities, and professional qualifications as much as possible. The district retains the sole authority to determine position qualifications and to assign, and transfer employees.

Teachers shall be notified in writing at their address on record with the district as soon as is practicable concerning any changes in their programs and/or schedules for the ensuing school year, except when unanticipated changes in staffing or program require a change of assignment.

The District will notify each returning certificated teacher of his/her teaching schedule, including specific courses to be taught, no later than July 1<sup>st</sup> of each year, unless legislature does not end session on time.

Employees who are teaching courses for the first time shall not be evaluated for job performance in those courses during the first thirty (30) days of instruction.

## **B. POSTING OF VACANCIES/NEW POSITIONS**

All vacancies and newly created positions for which present staff are currently qualified shall be posted on bulletin boards in the respective faculty rooms for a least one (1) week in advance of the closing date and/or appointment date. If the District encounters a situation which allows the District less than one (1) week in which to fill a position, the posting requirements of this section are waived. Such notices will set forth the qualifications for the position(s) and the procedure for applying.

Employees desiring a change of assignment shall notify the administration on or before January 15.

## **C. TRANSFERS**

Each transfer will be considered on its merits and will be made in keeping with the best interests of the instructional program of the District, as determined by the District.

Opportunity shall be given for the staff member to discuss the proposed transfer or reassignment with his/her immediate supervisor.

## **D. JOB SHARING**

### Job-Sharing Guidelines

1. Job sharing shall refer to two (2) educational employees sharing one (1) full-time position.
2. Job sharing may be available to educational employees who have continuing contracts with the District. Employees seeking job sharing opportunity will meet jointly with the building principal for discussion and then jointly apply. Applications for job sharing must be made in writing to the Superintendent by April 1st.
3. Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of the Principal and Superintendent.
4. Educational employees holding job sharing assignments shall be granted the appropriate annual fractional leave(s), subject to the provisions of the Collective Bargaining Agreement.
5. The two (2) educational employees sharing one (1) full-time position shall share one (1) benefit package, subject to the provisions of the Collective Bargaining Agreement and District insurance contracts.

6. In the event a replacement is required for a job sharer, the district may offer the other educational employee sharing that particular job the position.

7. Job sharing partners may substitute for one another at their per diem rate of pay.

8. Team members agree to plan jointly as they have joint responsibility for the same students. Every effort will be made by the District to ensure that regular planning time will be made available on a basis proportional to each team member's assignment.

9. In order for a job-share to continue in force on a continuing contract basis, the principal and the two job-sharers must mutually agree each year to continue the job share.

#### Job-Sharing Salary.

When the job-share agreement is first implemented, the experience and education steps for any teacher involved shall be the same as those to which s/he would be entitled on a regular full-time basis. The placement will determine the base salary from which any proration will be made.

#### Job-Sharing Benefits.

Seniority, leave allocations, extended compensation, and other benefits will be prorated according to the proportion of the position for which the individual is employed, with the additional provision that any individual may pay the non-prorated balance and qualify for full medical benefits.

### **E. MOVING EXPENSES**

Employees who make a physical move to another location anywhere within the district either prior to the beginning or during the school year will be given up to eight (8) hours of pay at twelve dollars (\$12) per hour to accomplish the move. The District will assist by moving packed boxes, equipment, computers, etc.

## **VII. LEAVES**

### **A. ILLNESS, INJURY, AND DISABILITY**

Each full-time employee shall be granted twelve (12) days leave with full pay to be used for absence from work necessitated by his/her physical disability including that caused by pregnancy, childbirth, and recovery. In accordance with current statute (RCW 28A.400.300) unused sick leave shall accumulate to the maximum allowed by law. The District shall provide each employee with an accounting of his/her accumulated sick leave.

### **B. EMERGENCY**

Each full-time certificated Employee may utilize up to a maximum of two (2) days per year for emergencies. An emergency is defined as a problem that has suddenly precipitated and is of such a nature that preplanning by the employee could not relieve the necessity for taking time away from school during the employee's regular work day. Emergency leave shall not be taken to extend any other leave(s), shall be noncumulative,

and shall be deducted from the employee's illness, injury, and disability leave. As much notice as is possible under the circumstances shall be given by the employee to his/her immediate supervisor.

### **C. PERSONAL LEAVE**

Each employee shall be granted three days per year for personal business leave subject to the following conditions:

1. At least a one day notice will be given to the building principal.
2. No more than ten percent (10%) of the staff of any one building may be gone on any one day. Any fraction will be rounded up to the next higher number.
3. Personal days shall not be deducted from the employee's illness, injury and disability leave.
4. If unused, up to three personal days may be carried into the ensuing year to a maximum accumulation of 6 days or may be cashed out at the substitute rate.

### **D. STATE FAMILY LEAVE**

Each employee shall be eligible to use a choice of accrued sick leave or other paid leave for absences caused by an employee's child under the age of eighteen (18) with a health condition that requires treatment or supervision, a child of the employee who is over the age of eighteen (18) who is incapable of self-care; or a spouse, parent, or step-parent, grandparent, grandchild, sibling, brother-in-law, sister-in-law, or parent-in-law of the employee who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.265. An employee may not take advance leave until it has been earned.

### **E. STATE FAMILY MEDICAL LEAVE ACT**

The District will apply the requirements of all State and Federal family leave laws in accordance with the following:

- A. Any additional or improved employee right or benefit required by said laws shall be implemented.
- B. No right or benefit provided in this Agreement shall be eliminated or diminished as a result of said laws unless a current right or benefit is viewed by either party as illegal under said laws. In that event, the District and Association agree to negotiate any required changes in the current Agreement.
- C. The current twelve (12) weeks of guaranteed unpaid leave provided by the Federal Family and Medical Leave Act of 1993 shall be considered to run concurrently with any leave provided in this Agreement that fits the reasons for taking leave under said law.
- D. Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

To be eligible for this leave, employees must have worked the minimum number of hours stipulated by law within the past calendar year. PFML can be used in conjunction with employee's other leave entitlements as provided by law.

The District shall maintain health insurance benefits during periods of approved PFML leave as required by law. The employee portion of Washington State Paid Family and Medical Leave premiums will be paid by the District. Employees may opt to utilize sick leave benefits in conjunction with PFML.

#### **F. JURY DUTY**

Leaves of absence with pay shall be granted for jury duty. The employee shall inform the District when notification to serve on jury duty is received.

#### **G. LEAVE OF ABSENCE**

The availability of this leave may be granted at the sole discretion of the Board. This section of the agreement is not subject to the grievance procedure.

Leaves of absence for military service will be available as provided by state and/or federal law.

#### **H. ASSOCIATION LEAVE**

Association representatives shall be granted up to twenty-five (25) leave days with pay per year for official Association business. Such leave shall be noncumulative. Requests for such leave shall be submitted to the Superintendent or his/her designee with sufficient time to allow the District to secure a substitute. The Association shall reimburse the cost of substitutes to the District.

#### **I. SICK LEAVE BUY-BACK**

Annual Sick Leave Cash-Out Program-Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

Each employee shall be given a monthly accounting of sick leave entitlement.

Sick Leave Cash-Out at Retirement or Death-At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive re-numeration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

## **J. BEREAVEMENT LEAVE**

The district shall allow each employee a maximum of five (5) days leave, upon the death of an employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, a person living in the member's household. Furthermore, leave shall also be granted upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter, or grandson.

The first two (2) days of Bereavement Leave shall not be deducted from the employee's illness, injury, and disability leave. The remaining allowable three (3) days shall be deducted from said leave.

## **VII. EVALUATION**

The purpose of evaluation will be, at a minimum:

1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning.
2. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory and particular areas in which the classroom teacher needs to improve his/her performance.
3. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

The following criteria will be used to evaluate certificated classroom teachers:

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.

The parties have agreed to the adopted evidence-based instructional framework developed by Robert Marzano and approved by OSPI.

Upon mutual agreement the parties may select a different instructional framework approved by OSPI.

## **A. CRITERION PERFORMANCE SCORING**

Each rating will be assigned the following numeric values:

Unsatisfactory – 1      Basic – 2      Proficient – 3      Distinguished – 4

When a final criterion score includes a fractional number (for example 2.3), all scores with fractionals below .5 will be rounded down and all fractionals .5 or above will be rounded up. (For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3).

## **B. SUMMATIVE PERFORMANCE RATING**

A classroom teacher 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:

1. 8-14—Unsatisfactory
2. 15-21—Basic
3. 22-28—Proficient
4. 29-32—Distinguished

## **C. STUDENT GROWTH CRITERION SCORE**

1. Embedded in the instructional framework are five (5) components designated as Student Growth (SG) components. These components are embedded in criteria 3, 6, and 8 as SG 3.1, SG 3.2, SG 6.1, SG 6.2 and SG 8.1. Evaluators add up the raw score on these components, to determine the student growth criterion:

- a) 5-12 = Low
- b) 13-17 = Average
- c) 18-20 = High

2. Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the certificated classroom teacher's student growth impact rating.

3. The student growth impact rating will be determined by the Superintendent of Public Instruction's (OSPI) student impact rating scoring band.

4. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

5. Evaluators must analyze the student growth score in light of the overall summative score and determine outcomes.

- a) Low
- b) Average
- c) High

6. Student growth data, appropriate and relevant to the teacher's assignment, must be based on multiple measures that may include classroom-based, school-based, district-based, and state-based tools that provide multiple data points within the same school year.



7. The following outcomes of the student growth impact rating analysis will apply: If a teacher receives a 4 – Distinguished summative score and a Low student growth score, he/she must be automatically moved to the 3 –Proficient level for their summative score.

- a) Certificated classroom teachers with preliminary rating of distinguished with low student growth rating will receive an overall proficient rating.
- b) Certificated classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry pursuant to WAC 392-191-010.
- c) Certificated classroom teachers with a preliminary rating of distinguished with average or high student growth rating will receive an overall distinguished rating.
- d) The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth rating will be reviewed by the evaluator’s supervisor.

#### 8. Low Student Growth Score

Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

- a) 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;
- b) Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment.
- c) Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- d) 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;
- e) Create and implement a professional development plan to address student growth areas.

### **D. APPLICABILITY AND TRANSITION PLAN**

1. This evaluation system only applies to classroom teachers, specifically those staff with an assigned group(s) of students who spend fifty (50) percent of their workday providing academically focused instruction and grades for students.
2. The term “classroom teacher” does not include ESAs , counselors, librarians, media specialists, TOSAs, instructional coaches, curriculum specialists, or other bargaining unit members who do not spend fifty (50) percent of their workday providing academically focused instruction and grades for students and whose duties are not consistent within the state criteria for teachers and the district’s framework and rubrics.
3. Such bargaining unit members shall continue to be evaluated under the current evaluation system as detailed elsewhere in this Agreement.

4. Notification-Every teacher shall be notified within two weeks of the start of the school year of his or her evaluator and whether he or she will be evaluated using a Comprehensive or Focused evaluation.

## **E. GENERAL EVALUATION AGREEMENTS**

### **1. Out of Content/Endorsed Areas**

Teachers evaluated while teaching outside of their content areas or endorsed areas shall have minimal emphasis placed on their understanding of subject matter, content, and curriculum during the first year of such placement. However consideration may be given to the teachers' progress toward endorsement.

2. As per WAC 181-82-110 (1) (b), no teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in an out-of-endorsement assignment".

3. Teachers shall not be evaluated as a member of a team.

### **4. Security**

All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to or record proceedings of any class without prior knowledge and consent of the teacher.

5. No hearsay or unsubstantiated complaints against an employee shall be included in any documentation pertaining to an evaluation.

6. An evaluation system shall include steps taken by the District to insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

## **F. PROFESSIONAL DEVELOPMENT**

Prior to being evaluated under the new evaluation system, the District shall provide professional development relevant to the framework and evaluation process. Teachers shall receive professional development in order to understand the framework and evaluation process. Such professional development shall be provided as follows:

1 Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, or information appropriate to the teacher's position and track in the evaluation cycle.

2. All classroom teachers, both provisional and continuing, shall be expected to participate in District-provided evaluation training that occurs during the contracted work day or at other dates and times, and at rate agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

## **G. PROVISIONAL TEACHERS**

1. “Provisional Teachers” are those who are within their first three years of certificated employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
2. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
3. All Provisional Teachers 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 (90) ninety minutes.
4. All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
5. The Principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.
6. Written notice to the Association and teacher will be provided.

## **H. PROCEDURE FOR EVALUATION**

It shall be the responsibility of the principal or his or her designee to evaluate all classroom teachers in his or her school.

1. If a teacher is assigned to two or more schools, he/she will only be evaluated in one school.
2. Within fifteen (15) school days of the beginning of the school year, or within fifteen (15) school days in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conference, to review evaluative criteria and procedures including:
  - a. Each staff member’s position or assignment and/or special administrative expectations.
  - b) The process the administrator shall follow in evaluating the classroom teacher.
3. During each school year all classroom teachers and certificated support personnel shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties.
4. Total observation time for each employee for each school year shall be not less than sixty minutes.
5. A teacher in the third year of provisional status as defined in RCW [28A.405.220](#) 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.

6. Following each observation or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing and shall provide the employee with a copy thereof within three days after such report is prepared.

7. New teachers shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.

8. Each teacher shall have the opportunity for informal, confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Such confidential conference shall be for the purpose of aiding the administrator in his or her assessment of the employee's professional performance and to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics.

9. After an evaluation, the principal or the evaluator may require the teacher to participate in professional development provided by the district in the criteria needing improvement and may require the teacher to have a mentor for purposes of achieving such improvement.

## **I. COMPREHENSIVE AND FOCUSED EVALUATION**

### **1. COMPREHENSIVE**

a. All classroom teachers shall receive a comprehensive summative evaluation at least once every six years. A comprehensive summative evaluation assesses all eight evaluation criteria, and all criteria contribute to the comprehensive summative evaluation performance rating.

b. The following categories of employees shall receive an annual, comprehensive, summative evaluation: Provisional teachers and any classroom teacher who received a comprehensive summative evaluation performance rating of Level 1 or Level 2 the previous school year.

### **2. FOCUSED**

In the years when a comprehensive, summative evaluation is not required, employees who received a comprehensive, summative evaluation performance rating of Level 3 or above in the previous school year are required to complete a focused evaluation.

a. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

b. The selected criteria must be approved by the classroom teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. The evaluation must include an assessment of the criterion using the adopted instructional framework rubrics and the Superintendent of Public Instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics. If criterion 1, 2, 4, 5 or 7 is chosen, the employee must select a student growth criterion as well. The summative criterion score will be the summative evaluation score. The student growth criterion will be rated low, average, or high. A low student growth impact will result in a student

growth inquiry. Distinguished ratings with a low student growth impact rating will reduce the summative rating to proficient.

c. The evaluator must assign a summative score using the summative score from the most recent comprehensive evaluation. This score becomes the focused 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.

d. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or principal. This request must be made in writing and signed by both parties at any time on or before December 15.

e. A group of employees may focus on the same evaluation criteria and share professional growth activities.

## **J. EVALUATION STEPS**

### **Step 1: Self-Assessment**

1. Each teacher shall reflect on his/her practice and complete the Teacher Self-Assessment (either Form A or eVAL).
2. This is a personal reflection of practice, and the teacher has the option of sharing or not sharing the results with the evaluator.
3. The self-assessment shall serve as a tool for the goal setting conferences.

### **Step 2: Goal Setting**

1. Each teacher shall combine his/her self-assessment with the district and/or building initiatives and select one component from each criterion goals for the year.
2. In addition, the teacher shall determine a student growth goal for Components SG 3.1, SG 6.1 and SG 8.1. The goal for SG 3.1, SG 6.1 and SG 8.1 may be the same goal.
3. The Goal Setting Conference document (Form B or eVAL) shall be completed by the teacher on or before October 1 and sent to the evaluator prior to the goal setting conference.
4. The evaluator shall review the Goal Setting Conference document (Form B or eVAL) in advance of the conference and a conference date shall be determined.

### **Step 3: Pre-Observation**

1. For formal observations, the teacher shall complete the Pre-observation Conference Form (Form C or eVAL) and sent it to the evaluator prior to the scheduled pre-observation conference.
3. The evaluator shall read the Pre-observation Conference Form in advance of the scheduled pre-observation conference.

3. The teacher and evaluator shall meet and discuss the Pre-observation Conference Form and
  - a. Identify any specific areas of focus
  - b. Establish a date for the formal observation and post-conference within 3 working days of the observation.
  - c. Collect evidence for criterion #3, #4, and #6.

#### **Step 4: Observation**

The evaluator shall conduct the observation according to the date established in the preconference.

#### **Step 5: Post Observation**

1. The teacher shall conduct a self-assessment of the lesson by
  - a. Reviewing the evaluator's evidence and
  - b. Answering questions on the Post-observation Conference form (Form E or eVAL)
2. The teacher may send the document back to the evaluator within three school days.
3. The evaluator shall study the teacher's self-assessment of the lesson if available.
4. The teacher and evaluator shall meet for the post-observation conference according to the appointment set in the preconference.
5. The teacher may lead the discussion of his/her evidence and the reasons for assessing the component.
6. If either the teacher or administrator is unavailable to meet on the date agreed, another date will be scheduled within 5 working days.

#### **Step 6: Summative Assessment/Score**

1. No later than May 15<sup>th</sup>, the teacher and evaluator shall meet to discuss the teacher's final summative score.
2. At the end of the evaluation cycle, the teacher shall be invited to review the evidence accumulated throughout the school year in which the evaluation is conducted, including:
  - a. Formal observation/evaluations
  - b. Informal observations
  - c. Artifacts
  - d. Student growth data (change in student achievement between two points in time)
  - e. Ancillary evidence
3. Student growth data shall only be used in the teachers' evaluation process if such data is relevant to the teacher and the subject matter.
4. Employees shall have transparent access to all such District data available.

5. If the evaluator assigns the teacher a final summative score that is other than Proficient, the evaluator must provide evidence for that judgment for each criterion scored Basic or Unsatisfactory.

## **K. EVALUATION RESULTS**

1. The teacher will sign two (2) copies of either the Comprehensive or Focused Evaluation document (Form F or G). Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents, only that he or she is in receipt of it. The teacher may attach any written comments to observations and to the final annual evaluation report as well. Teachers shall have the right to attach additional comments or a rebuttal to the Comprehensive or Focused Evaluation (Form F or G) at any time.

2. Evaluation results shall be used to:

- a. Acknowledge, recognize and encourage excellence in professional performance.
- b. Document the level of performance by a teacher of his/her assigned duties.
- c. Identify specific areas in which the teacher may need improvement according to the criteria included in the evaluation instrument.
- d. Document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- e. Beginning in 2015-2016, as one of multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

3. Evaluation results shall not be:

- a. Shared or published with any teacher-identifying information.
- b. Shared or published without prior notification to the individual and Association.
- c. Used to determine any type of base or additional compensation.

4. Evaluators shall not consider school-wide, or District-wide, Summative Performance Ratings when evaluating individual teachers. (i.e. nothing prohibits an evaluator from evaluating all teachers within a school as Distinguished).

## **L. MULTIPLE MEASURES**

Multiple measures of student growth must be a substantial factor in the evaluation process and such measures may include classroom-based, school-based, District-based, and state based tools.

1. Teachers shall not be required to create artifacts solely to meet the requirements of the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

2. Such multiple measures shall be selected by the teacher after consultation with the evaluator. Teachers may, but shall not be required to, submit artifacts and evidence for completion of their evaluation cycle. Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available.

## **M. PROBATION (NON-PROVISIONAL)**

Teachers may only be placed on probation from the Comprehensive Evaluation system described in this document.

1. No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the new (ESSB 5895) evaluation system.
2. Teachers shall have the right to Association representation at all probationary conferences.
3. The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements according to the criteria identified in the probationary plan and included in the evaluation instrument (WAC 392-191-045(3)).
4. A probationary period of sixty (60) school days shall be established.
  - a. Additional days may be added if deemed necessary to complete a plan of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year.
  - b. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15<sup>th</sup> of Level 2 or less.
  - c. At any time after October 15<sup>th</sup>, a non-provisional employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable plan for improvement.
    - a. Not judged satisfactory means Level 1:
    - b. or Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
5. Before placing a teacher on probation, the following shall occur:
  - a. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. The employee shall have the opportunity to have an Association representative in attendance at the meeting.
  - b. If an employee is being considered for probation, a recommendation to the Superintendent for probation must be made prior to the sixty day probationary period.
6. If it is determined by the Superintendent probation is warranted, he/she will notify the employee in writing.
  - a. At this time the evaluator shall meet with the employee and, at his or her request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent. During the period of probation, the employee may not be transferred from the supervision of the original evaluator.
  - b. The plan of improvement will include a definition of expectations for the employee to reach an acceptable level of performance in which the employee needs improvement, according to the criteria included on the evaluation instrument.



7. During the probationary period, the evaluator shall meet with the classroom teacher at least twice monthly to supervise and provide a written evaluation or summary of progress of the classroom teacher's performance.

8. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

a. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process, and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.

b. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

9. A classroom teacher who has been transitioned to the revised evaluation system pursuant to the district implementation schedule 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.

10. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.

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

## **N. NOTICE OF DISCHARGE, REMOVAL FROM ASSIGNMENT**

1. When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive [comprehensive summative] evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW [28A.405.300](#).

2. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the classroom teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year.

3. This reassignment may not displace another teacher nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the classroom teacher's contract year. If such

reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

#### **O. RECORDKEEPING**

1. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
2. Teachers shall have access to their eVAL account in current and subsequent year(s), as available through eVAL system.
3. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
4. Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
5. Any and all data entered into eVAL shall be considered confidential.

#### **P. EVALUATION DOCUMENTS**

Only the final summative evaluation document, along with any comments submitted by teacher and administrative response to comments, shall be kept in the personnel files. All other evaluation documents shall, at the request of the teacher, be either returned to the teacher or destroyed.

#### **Q. LEGISLATIVE IMPACTS**

This Article of Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement.

#### **R. CLASSROOM WALK-THROUGHS**

Principal and teacher walk-throughs are recognized as valuable tools for improving instructional practice by identifying building and individual professional growth needs.

##### **Teacher Walk-Throughs**

- a. Teachers have the opportunity to participate in teacher walk-throughs on a voluntary basis.
- b. Teacher walk-throughs are not intended for the purpose of generating observation data for purposes of employee evaluation.
- c. Teacher walk-through data shall not be used in any way in a teachers' evaluation.
- d. Teacher names shall not be included on teacher walk-through forms. Any personally identifiable information on teacher walk-through forms shall be considered confidential and used only for the purpose of improving instructional practice, including identification of building professional development needs.
- e. Teachers may be required to participate in teacher walk-throughs if they are on a plan of improvement.
- f. "Observed" teachers in a walk-through will receive advance notification as a professional courtesy to maximize the effectiveness of walk through time.

#### **SENIORITY LIST**

By no later than February 1<sup>st</sup> of each year the District will compile and provide to each employee and the Association a seniority list. This will include each employee's total years of certificated work experience in the State of Washington shown on the then current OSPI form S-275. The list shall also include each employee's years of certificated experience in the Toledo School District, certifications, and endorsements.

An employee shall have fifteen days from receipt of the seniority list to notify the District in writing that the information contained on the seniority list is not correct. If no such notice is timely provided, it is understood that an employee's information on the seniority list is correct

Upon such timely notice, the District and the employee will work to modify the information on the seniority list as may be appropriate to the relevant facts. After considering the matter, if the employee and the District disagree as to the correct information on the seniority list, the employee may file a grievance alleging that his/her information on the seniority list is incorrect. Any amendments to the initial seniority list will be provided to the Association and each employee.

## **REDUCTION IN FORCE**

The Board of Directors shall determine the educational program and services for the Toledo School District No. 237 based upon the educational goals of the District and the financial resources available for the following school year. The Board shall determine whether the financial resources of the District will be adequate to permit the District to maintain its certificated staff and its educational programs and services substantially at the same levels for the following school year. If it is determined that such financial resources are not reasonably assured for the following school year, the Board shall adopt a reduced educational program.

## **CERTIFICATED STAFF REDUCTION**

A. In the event that it is necessary to reduce the number of certificated employees for financial reasons, those certificated employees who will be retained to implement the District's reduced program and those certificated employees who will be terminated from employment will be identified by using the procedure set forth in paragraphs (B) through (K) hereof.

B. The District will determine, as accurately as possible, the total number of certificated staff known as of April 15, who are leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or nonrenewal, etc. These vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

C. Possession of any valid Washington State Certificate or endorsement which may be required for the position(s) under consideration shall be a pre-requisite for retention.

D. In the event that it becomes necessary to reduce the number of employees in the School District, the District retains the sole authority to determine position qualifications and to assign and transfer employees

E. The following categories are established to ensure the qualifications of personnel assigned to retained positions and to allow the least disruption of the ongoing program:

1. Elementary teachers (K-6) (Except those listed in (E) (3) hereof), will be considered for retention in the (K-6) category.

2. Secondary teachers (7-12) (except those listed in paragraph (E) (3) hereof), will be considered for retention in the secondary categories such as: science, math, social studies, language arts, industrial arts, home economics, languages (e.g. Spanish/Japanese).

3. Other certificated staff members will be considered for retention in the following categories according to their specialties including the following: Counselors; Librarians; Driver Education; Elementary Special Education; Secondary Education; Music

4. An Employee's category will be determined during the first week of April. This determination will be based upon the greatest number of classes then being taught in a specific subject area such as social studies, mathematics, science, English, etc. or by his/her specialty area at that time. (Example: majority of assigned classes are in social studies, the employee would be in the secondary social studies category). If an employee teaches an equal number of classes from two or more categories, his/her category area will be determined by his/her major area of college preparation.

F. In the event that there are more qualified employees than available positions in a given category, the following criteria shall be used to determine which employee shall be retained in the categories.

1. Layoff shall be by seniority within each category only, except as modified by the provisions and procedures following. Seniority shall be determined as total length of service in the State of Washington as shown of the District's most recent S-275 report. In order to qualify for seniority ranking an Employee must possess such valid Washington State certificates and/or endorsements as may be required by law and/or state regulations and/or the category involved.

2. In the event that a tie exists after the application of the above, those employees shall be ranked as to length of service in the Toledo School District.

3. In the event of ties existing after the application of District longevity, those certificated Employees shall be ranked as to total education beyond the BA degree submitted to the District as of October 1 of the then current school year and which is applicable to the salary schedule.

4. In the event that ties still exist, all Employees so affected shall participate in drawing, by lot, to determine position on the seniority list.

G. In the event that an Employee is not retained in his/her current category through the process described above, the Employee will be eligible to bump another Employee who has been retained in a different category. The bumping Employee must have greater seniority (as defined in F1 above) than the Employee being bumped. The bumping Employee must also have proper certification and/or endorsements for the new category. The bumping Employee must also have teaching experience in the new category.

H. All Employees not retained in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible reemployment for a period of up to one (1) year. Employment pool personnel will be given the first opportunity to fill any open positions within their

category. Rehiring will be consistent with reduction in force procedures and criteria relative to categories, specialties and State seniority.

I. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or his designee in writing between January 1 and January 31 if such employee wishes to remain in the employment pool for the balance of the one-year period. If such notification is not received the name of any such employee shall be dropped from the employment pool.

J. When a vacancy occurs for which a person or persons in the employment pool qualify, notification from the School District to such individual will be certified mail or by written notification. Such individual will have two (2) calendar days from the receipt of the notice to accept the position. If an individual fails to accept the position offered, such individual will be dropped from the employment pool.

K. The District will utilize employment pool personnel as substitutes on a first priority basis.

## **VIII. GRIEVANCE PROCEDURE**

### **1. Definitions**

A. A "grievant" shall mean a bargaining unit member or group of bargaining unit members or the Association.

B. A "grievance" shall be defined as a claim by the grievant that a violation has occurred which involved the interpretation or application of the express terms of this Agreement.

C. "Days" shall be defined as employee work days. After the last regular day of school and before the commencement of the new school year "days" shall be defined as days on which the District is open for business.

### **2. Time Limits**

Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level. The time limits may be extended by mutual concurrence of the parties.

### **3. Rights to Representation**

A. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.

B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

#### **4. Individual Rights**

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

#### **5. Form of Grievance**

All grievances must be in writing and shall contain the following:

- A. It shall be signed by the grievant.
- B. It shall be specific and give a synopsis of the facts giving rise to the alleged violation.
- C. It shall cite the section(s)/subsection(s) of the agreement alleged to have been violated.
- D. It shall contain the date of the alleged violation.
- E. It shall specify the remedy requested.

#### **6. Procedure**

##### Step 1

It is acknowledged that it is usually most desirable for an employee and his/her immediately involved Supervisor to resolve grievances through free and informal communications. Therefore, within fifteen (15) working days after the occurrence of the cause of the alleged grievance the employee shall present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within five (5) days after receipt of the written grievance. The supervisor shall provide the grievant with a written decision, together with reasons to the grievance within five (5) days after this meeting.

If a grievance affects the Association or employees at more than one building level, the grievant(s) may initiate such a grievance at Step Two, provided any such grievance must be initiated at Step Two within the filing timelines established above for Step One.

##### Step 2

If the Grievant and/or the Association is not satisfied with the disposition of the grievance at STEP 1, or if no decision is rendered within five (5) days after presentation of the grievance, then the grievance may, within five (5) work days, be referred to the Superintendent or his/her official designee. The Superintendent shall arrange for a hearing with the grievant and/or Association, to take place within five (5) days of his/her receipt of the appeal. The Association shall have the right to include in the representation such witnesses and counselors as is deemed necessary to develop facts pertinent to the grievance upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with reasons for the decision to the Association.

##### Step 3

If the Grievant and/or Association is not satisfied with the disposition of the grievance at STEP 2, or if no decision is rendered within five (5) days of the discussion in STEP 2, the Association may within five (5) days (of receipt of the STEP 2 decision or within 5 days of the date the decision was due) appeal the grievance to the Board of Directors by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of setting the Board agenda. Upon proper filing the Board will meet with the grievant and his or her Association representatives and consider the grievance at its next regularly scheduled meeting. Within five (5) days from the Board hearing of the grievance, the Board shall render its decision in writing. A copy of the decision shall be forwarded to the Superintendent for permanent filing, to the building principal in whose building the grievance arose, and to the grievant and/or the Association.

#### Step 4

A. If the Association is not satisfied with the disposition of the grievance at STEP 3, it may request arbitration in writing to the Superintendent within ten (10) days after a decision by the Board, or within ten (10) days after STEP 3 procedures have been completed, whichever is sooner, if the grievance involves the interpretation or application of any of the provision of the Agreement.

B. Within ten (10) days after such arbitration request the parties will attempt to agree upon a mutually acceptable arbitrator and to obtain commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The arbitrator will be selected under the rules of the American Arbitration Association.

C. Neither party shall be permitted to assert in the arbitration proceeding any evidence which was not submitted to the other party at the conclusion of the STEP 3 meeting; however, if new evidence should arise after the conclusion of the STEP 3 meeting that would have substantial bearing on the grievance, then that evidence may be submitted at the arbitration hearing. The party seeking to submit the new evidence will give as much notice to the other party as is possible.

D. The arbitrator shall be without power or authority to render a decision which could require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, modify, or amend any of the terms of this Agreement. The arbitrator shall have no power to substitute his discretion for that of the Board in any matter that has not been specifically contracted away by the Board via the express terms and conditions of this Agreement.

Matters relating to the substance of evaluation, and reduction in force, placement of employees on probation, non-renewal (including the termination of service or failure to re-employ any employee to a supplemental/extracurricular position), discharge, adverse effect, and other matters where an alternative avenue of redress is available shall be specifically excluded from the grievance procedure of the Agreement and shall be exclusively governed and controlled by the rights, procedures, and remedies afforded by statute, except that the processes related to these matters shall be grievable.

The arbitrator shall be without power or authority to assess punitive damages against either part.

The decision of the arbitrator will be submitted to the Association and the Board and will be final and binding upon them.

The costs and expenses of the arbitrator will be borne equally by the Association and by the District. All other costs will be borne by the party incurring them.

#### **7. No Reprisals**

No reprisals of any kind will be taken by the Board or the school administration or the Association against any individual because of his/her participation or non-participation in this grievance procedure.

#### **8 Cooperation of Board, Administration and the Association**

The board and the administration will furnish the Association such information as is requested and necessary for the processing of a grievance in a timely manner.

The Association will cooperate with the Board and the Administration in its investigation of any properly filed grievance, and further, will furnish the Board and Administration such information as is requested and necessary for the processing of a grievance.

#### **9. Personnel Files**

All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

#### **10. Grievance Forms**

Forms for filing and processing grievances shall be provided by the district and shall be available in each school building in the district. The form(s) are attached as Appendix B.

#### **11. Release Time**

Release time, if required by the mutual scheduling of the parties in regards to the processing/hearing of the grievance, shall be provided to the grievant and for witnesses pertinent to the case. Such release time shall be without loss of pay or benefits, provided that the Association will bear the cost of a substitute should one be needed.

### **IX. MAINTENANCE OF STANDARDS**

This agreement shall become effective when ratified by the Board and the Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.

This agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

### **X. CONFORMITY OF LAW**



Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from the Agreement to the extent it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

## **XI. SALARY**

### **A. TRAVEL REQUEST**

1. The District shall pay travel at the IRS rate per mile.
2. Reimbursement for Travel Expenses.

Expenses incurred in the course of performing services for the district shall be reimbursed in accordance with the approval and reimbursement procedures of the district. Travel expenses shall include amounts paid for the use of personal automobiles, actual expenses for other forms of transportation, and actual expenses for meals, lodging and related items that are necessary while conducting the official business of the district. An employee may be reimbursed for gratuities not exceeding customary percentages for the cost of meals as well as reasonable amounts for services such as baggage handling.

District rules and regulations for expenses shall be provided to employees prior to any anticipated travel required to perform district duties.

Itinerant employees shall receive the IRS mileage rate for travel between assignments.

### **B. PAY DAY**

All paychecks shall be issued on the last day of the month except if the last day of the month should fall on a weekend, then the paychecks will be issued on the Friday before.

### **C. MINIMUM SALARY**

No full-time employee shall receive a salary less than the appropriate cell on the Toledo Certificated Salary Schedule.

### **C. TUITION REIMBURSEMENT**

The District will maintain a \$5,000 fund to reimburse employees for tuition that is consistent with their teaching assignment or the addition of an endorsement. Teachers will submit their request for reimbursement prior to September 30 for the previous fiscal year. If the requests for reimbursement exceed the \$5,000 amount, the district will reimburse each teacher on a pro-rated basis up to the amount available. Funds not expended will not carry over.

### **D. RETROACTIVE PAY**

Payment related to all bargained financial issues shall be retroactive to the first day of the 2019-2020 work year to include meetings, duties, workshops, and other activities performed by members outside the workday prior to the ratification of this agreement.

#### **E. HEALTH BENEFITS AND BENEFIT POOL**

For September through December 2019, the District will apply the following:

- A. The District shall pay to the employees the full amount the State allots per F.T.E. for health benefits. These benefits include: medical, dental, and vision. Employees with fractional F.T.E.'s will be allowed benefits consistent with their F.T.E. Any extra monies may be used by the employee for other insurance purposes.
- B. Unused monies will be placed in a benefit pool to offset those employees whose health insurance costs exceed the State allotment per F.T.E.
- C. The District shall pay from local funds, 100% of the HCA retiree subsidy per F.T.E. per month. Employees with less than a full (1.0) F.T.E. shall receive a prorated share of this amount.

#### **F. VEBA**

In accordance with state and federal law, employees have the opportunity to participate in make VEBA contributions based on the outcome of the employee group vote conducted by the Association. VEBA funding options include: sick leave cash out at retirement and annual sick leave sell back.

- 1. If one (1) or more options are adopted by the employee group vote, all eligible employees in the group must participate.
- 2. The Association will annually notify the District by December 31 of participation in the VEBA plan and the approved employee funding options.
- 3. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.

#### **G. CREDITS**

For an employee to receive additional credits for salary purposes the conditions stated in the S-275 must be satisfied. Staff who seek additional credits shall submit to the building principal a description of the course for prior approval.

If an audit, computation error, interpretation error, or data from the office of the State Superintendent determines that specific credits do, or do not, qualify for advancement on the District Salary Schedule and that advancement and/or salary was paid, or not paid, to an employee the District shall, in a timely manner and at the request of the employee, provide the Association with copies of all information as to the specific error. The parties shall meet to rectify any errors, omissions, or problems identified.

#### **H. COMPLIANCE COMPENSATION**

If the District is found to be (1) in compensation noncompliance or violation of law as a result of the amount and/or manner of compensation provided for salary and/or benefits to certificated employees of the District, or (2) in the event of Auditor's exceptions, or (3) if there were errors in computations which led to the compensation provided to certificated employees of the District, or (4) if the information from the Office of Superintendent of Public Instruction regarding compensation or later method, either in whole or part, the District shall, in a timely manner and at the request of the employee, provide the Association with copies of all information as to the specific error. The parties shall then meet to rectify any errors, omissions, or problems identified to achieve compliance, legal standing, to correct auditor's exceptions, to correct computational errors, and/or to reflect subsequent information from the Office of Superintendent of Public Instruction.

#### **I. SALARY SCHEDULE**

The Toledo Certificated Salary Schedule is attached. (See Schedule A.) The parties agree to increase the cells of the 2018-19 Schedule A by 4% in 2019-20, 3% in 2020-21, and 3% in 2021-22.

#### **J. PRIDE Leaders/District Leadership Team Members**

Any employee who is a PRIDE leader or a member of the District Leadership Team shall be paid at his or her per diem rate for all time worked beyond the agreed upon supplemental contract stipend while involved in PRIDE/DLT meetings and activities. The job description for a PRIDE Leader/DLT member shall be written out and agreed upon by the District and the Association.

### **XII. DEATH BENEFIT**

A \$150,000 death benefit shall be paid to the employee's estate if said employee is killed in the course of employment. This benefit shall cover all bargaining unit members. The employee's estate has the responsibility of accessing this benefit through the State of Washington.

### **XII. TERM OF THE AGREEMENT**

The term of this Agreement shall be from September 1, 2019 to August 31, 2022. At the request of either party, the District and the Association shall meet within twenty (20) business days (days on which the school district is open for business) to bargain any state-approved salary and fringe benefit adjustments or legislative changes impacting the Collective Bargaining Agreement.

### **MUTUAL AGREEMENT**

This agreement may be re-opened and modified at any time during its term upon mutual consent of the parties in writing. Some items not covered in this contract are covered by Toledo School District Board Policy (i.e.: Shared Sick Leave, Policy 5328)

At a properly announced and conducted meeting of the Toledo Education Association held \_\_\_\_\_, 2019, with a quorum of voting members present, the terms and conditions of the above Agreement were presented to the membership and approved by a majority vote.

\_\_\_\_\_  
President, Toledo Education Association

At a properly announced and conducted meeting of the Toledo School Board of Directors held September 19, 2019, with a quorum of members present, the terms and conditions of the above Agreement were presented to the members and approved by a majority vote.

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Superintendent, Sec. to the Board

**APPENDIX A**  
**TOLEDO CERTIFICATED SALARY SCHEDULE - SCHEDULE A**

**APPENDIX B  
GRIEVANCE FORMS**

**APPENDIX C  
CO-CURRICULAR SALARY SCHEDULE**

Section A2019 – 2022Co-CurricularSalary Schedule

District Leadership Team	\$2,410
National Honor Society Advisor	\$924
HS Science Team Coach	\$1747
MS Science Team Coach	\$1747
HS Know Bowl	\$742
MS Know Bowl	\$742
Drama Advisor	\$1666
ES Music Director	\$200
HS Journalism Advisor	\$810
ASB Advisor	\$2000
Fr Class Advisor	\$367
Soph Class Advisor	\$367
Jr. Class Advisor	\$367
Sr Class Advisor	\$367
Formal Dance Coordinator	\$367

FCCLA	\$1260
FBLA	\$924
Bldg. Tech Support	\$2505
HS Annual	\$2263
HS/MS Music/Pep Band	\$3816

HS Band: The Pep Band Director will attend all home basketball games. The Pep Band Director will be paid a 4% of stipend for all weeks in postseason that the district elects to send the Pep Band to perform.

The Music Director shall provide Winter and Spring Concerts for vocal and instrumental music at Elementary/Middle and High Schools. In addition, the Director shall provide an instrumental group to play in the Cheese Days parade and shall provide vocal and/or instrumental performances each trimester at the Toledo Senior Center. The Director shall collaborate with the principal to provide an evening “Coffee House” performance no less than once each trimester. The Director is not required to attend these performances. The Director will accompany instrumental and vocal groups to annual contests. The Director shall, at their own expense, be a member of WMEA and shall encourage students to audition for State Band, Choir and Orchestra.

Section B

H.S. Counselor 10 days at per diem pay

FFA Advisor Up to 35 days at per diem pay. This amount shall be paid by timecard.

All positions listed in sections A and B above may be filled with non-bargaining unit personnel once each position has been posted by the District, all members have had the opportunity to respond, and no qualified bargaining –unit member has expressed an interest in a particular open position.

Then, said positions may be offered to non-bargaining unit personnel on a one-year contract basis and shall be reposted the following year. Non-bargaining unit personnel currently employed in a position may retain that position until their resignation.



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**TOLEDO EDUCATION ASSOCIATION**  
**AND**  
**TOLEDO SCHOOL DISTRICT**

The parties agree the following SEBB provisions will be developed as part of regular contract maintenance meetings. The following language will serve as a starting point for development of the SEBB provisions.

**SCHOOL EMPLOYEES BENEFIT BOARD (SEBB) PROGRAM**

Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance program as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outline below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

SEBB will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits provided by the SEBB are expected to include but not be limited to:

- Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HAS) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll through SEBB (e.g. increased AD&D, Long-term disability, etc.).

Dependent Coverage for the Purpose of SEBB:

Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

Upon moving to the new plan, should employees have dependents that were covered as of December 31, 2019, but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the District and paid to the HCA for this purpose.

Eligibility:

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work or are anticipated to work, 630 hour or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hour or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

\_\_\_\_\_/ \_\_\_\_\_  
Toledo Education Association Date

\_\_\_\_\_/ \_\_\_\_\_  
Toledo School District Date