

2023-2026  
AGREEMENT  
BETWEEN  
LYNDEN  
EDUCATION  
ASSOCIATION  
AND  
LYNDEN SCHOOL  
DISTRICT  
#504

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2023-2026 AGREEMENT  
between the  
LYNDEN EDUCATION ASSOCIATION  
and the  
LYNDEN SCHOOL DISTRICT

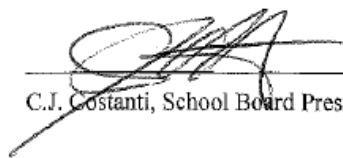
This Agreement is entered into by and between the Lynden Education Association and the Lynden School District Number 504, County of Whatcom, Washington. The signatories shall be the sole parties to this Agreement.

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, and in consideration of the following mutual covenants, it is hereby agreed as follows:


This Agreement shall be effective as of September 1, 2023, and shall continue in effect until the 31st day of August 2026.

This Agreement may be reopened for amendment(s) only by mutual consent of the parties. Request for such amendment(s) by either party must be in writing and must include a summary of the proposed amendment(s).

FOR THE BOARD:

  
\_\_\_\_\_  
C.J. Costanti, School Board President      Date      9.28.23

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Lona Smit, LEA President      Date      9.28.23

## ARTICLE 1: RECOGNITION AND DEFINITIONS

### Section 1.1: Recognition

- The Board recognizes the Association as the exclusive bargaining representative for certificated non-supervisory personnel.
- The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

### Section 1.2: Definitions

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

- The term “**Agreement**” shall mean this entire contract.
- The term “**Association**” shall mean the Lynden Education Association.
- The term “**Board**” shall mean the Board of Directors of the Lynden School District #504.
- The term “**District**” shall mean the Lynden School District #504.
- The terms “**teacher(s)**”, “**certificated personnel**”, “**certificated employee(s)**”, “**educators(s)**” and “**employee(s)**” shall refer to all employees represented by the Association in the bargaining unit as defined in Article 1, Section 1.
- The term “**Day**” shall mean a workday unless specifically noted otherwise.
- The term “**Represented Substitutes**” shall mean those employees hired on a non-continuing contract to replace regular employees on extended leave. Leave replacement employees shall be considered regular employees in regard to the terms and conditions of the Agreement provided however, that leave replacement employees have no claim to a job they hold as a leave replacement and at the conclusion of their leave replacement contract, they shall have no continuing contract rights or other rights under this Agreement.
- The term “**seniority**” shall mean the total amount of regularly contracted (base contract) certificated experience in Washington State public schools, pro-rated by actual FTE worked. Seniority is calculated to include the prior, but not current, school year.
- **Certification** shall have the meaning provided for in Section 8.6.C of this Agreement.

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

## **ARTICLE 2: STATUS AND ADMINISTRATION OF AGREEMENT**

### **Section 2.1: Ratification and Mutual Consent**

This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties. It shall become effective in accordance with the Duration Clause herein.

### **Section 2.2: Relationship to Existing Policies, Procedures, Practices, Rules & Regulations**

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

### **Section 2.3: Compliance of Agreement**

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any employee contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement between the Board and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

### **Section 2.4: Conformity of Law**

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

### **Section 2.5: Distribution of Agreement**

Within thirty (30) days following the signing of this Agreement, the District shall print and distribute ten (10) copies of this Agreement to the Association.

The parties shall mutually establish the format and process for printing.

A copy of the ratified agreement shall be posted on the District's website and all employees new to the District shall be notified of its availability there. Such agreement shall also be available on the District website to all applicants for all certificated positions covered under this Agreement.

### **Section 2.6: Appendices**

Appendix A is an integral part of this Agreement and by this reference is incorporated herein. Appendix B is informational only and not an integral part of this Agreement.

## **Section 2.7: Waiver of Agreement Procedures**

1. Building employees and administrators may jointly request, through the building leadership team, that the District and Association waive requirements of the LEA/District Collective Bargaining Agreement for the purpose of program improvement.
2. Implementation of this provision shall require a collaborative process involving all LEA members at the school and the building administration.
3. When waivers to the Agreement are requested, LEA members shall use a consensus decision-making process. For the purpose of this provision, consensus has been reached when all LEA members in the school agree that their points of view have been heard and understood and that they can live with the decision.
4. If, after good faith efforts have been exhausted and consensus has not been reached or an LEA member calls for a ballot vote, LEA members shall moved to the fallback decision-making process.
  - A. The fallback decision-making process requires that all LEA members at the school be provided the opportunity to vote by secret ballot. The LEA representatives at the school shall be responsible for the voting process.

LEA members shall be provided three (3) working days to cast their ballots.
  - B. In order for the vote to be valid, 75% of all LEA members voting must cast ballots in the affirmative.
  - C. LEA representatives at the school shall be responsible for reporting the results of the vote to the school administration and all staff in the building.
  - D. All Agreement waivers are binding on all staff at the school.
5. The request must be in writing to the District and the Association and include:
  - A. Reference to the specific provision(s) of the Collective Bargaining Agreement requested to be waived and rational for the waiver;
  - B. Evidence the waiver request came from the building leadership team.
  - C. Documentation of LEA member consensus in the decision making process and/or voting results leading to the request;
  - D. Effect on the waiver on other areas of the Collective Bargaining Agreement, if any.
6. The duration of a waiver is one school year. The group initiating the waiver is responsible for updating the request at the expiration of that time period.

7. The waiver request must be submitted to the Superintendent and the Association President concurrently and will be granted only if both the District and the Association agree.
8. The parties mutually agree that any waivers granted are not precedent setting. The parties further agree that once the waiver has expired, all Collective Bargaining Agreement rights will return to the status quo.

## **ARTICLE 3: ASSOCIATION RIGHTS**

### **Section 3.1: Exclusivity**

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association as the exclusive bargaining representative for all employees covered under this Agreement. Rights and privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent employees represented by the Association, provided, however, that the Association will defend and hold the District harmless, against any action, claim or liability arising out of this section. The District shall have the right of selection of its attorney.

### **Section 3.2: Access**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, provided that the Principal, Superintendent, or designee shall be notified by the representative.

### **Section 3.3: New Employee Orientation**

The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means:

- (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;
- (b) The access is for no less than thirty minutes; and
- (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association. It is understood that new employees will be compensated for this time.

The Association will be provided the opportunity to meet with new employees for a minimum of sixty (60) minutes of paid time, at the beginning of the new employee orientation provided by the District, or at another time mutually agreed to by the District and the Association. In the event an

employee is hired after the initial contracting and orientation period, the District will provide the Association with an opportunity to meet with the new employee for a minimum of thirty (30) minutes of paid time. The access will occur during the new employee's regular work hours, at the employee's regular worksite or at a location mutually agreed upon by the District and the Association, so long as it does not interrupt instruction.

### **Section 3.4: Equipment Use**

The Association shall have the right to use school facilities and equipment on non- working time when such facilities and equipment are not otherwise in use. The Association shall pay for all paper and supplies related to such uses as described above and shall also be responsible for any damage or maintenance charges attributable to the aforementioned uses.

These rights are granted with the stipulation that at no time will the Association utilize said rights for the purpose of initiating or promoting a work action against the District.

### **Section 3.5: Membership Communication**

The Association shall have the right to utilize bulletin boards, at least one of which shall be provided in each faculty lounge of each school in the District.

The Association shall have the right to use the District mail service and employee mailboxes for communications purposes, provided, that such use complies with all existing District and U.S. Mail regulations and requirements.

At no time shall the Association utilize said rights for purposes of initiating or promoting a work action against the District. All materials shall be clearly marked as to source.

### **Section 3.6: Availability of Information**

The District shall furnish to the Association President information concerning staffing and the financial resources of the District, including but not limited to the following:

- Annual financial reports and audits
- Tentative budgeting requirements and allocations
- Monthly revenue and expenditure reports and other supplementary financial documents or materials used at Board meetings
- Agendas and minutes of all Board meetings
- Student enrollment and membership data
- Names and addresses of all non-supervisory certificated employees
- Such other information as will assist the Association in developing accurate, informed and constructive programs
- Together will information which may be necessary for the Association to process any grievance or complaint

On a monthly basis, the District will provide the Association with an updated employee list, including but not limited to, the following information: name; position; work site; FTE; home address; work and home phone numbers; work email address of each bargaining unit employee; and whether union dues are being deducted.

The District shall provide notification to the Association when any new employee covered by this collective bargaining agreement is hired. This notification shall occur within five days of the new employee's first work day. Notification will include the name, assignment, work location, date of hire, and all phone and email contact information known by or provided to the district.

### **Section 3.7: Board Relations**

The District shall place on the agenda of any regular or special Board Meeting as an item for consideration under "New Business" or other appropriate portion of the agenda, any matters brought to its attention by the Association five (5) working days or more prior to the next scheduled Board Meeting. The District will notify the Association prior to the meeting as to the Association's placement on the agenda. Prior to the meeting, the District shall provide a copy of the agenda to the Association president.

### **Section 3.8: Labor Management Meetings**

The Association will designate up to five (5) members who will meet with District and Building Administration on a mutually agreeable basis to discuss the administration of this Agreement.

<b>ARTICLE 4: TEACHER RIGHTS &amp; REPRESENTATION FEE</b>
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### **Section 4.1: Individual Rights**

There shall be no discipline or discrimination with respect to the employment of, or application of this Agreement to, any person because of such person's age, sex, sexual orientation, marital status, race, creed, color, national origin, political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular employee involved.

The private and personal life of any employee shall become the appropriate concern of the Board if said behavior negatively affects the employee's ability to perform his/her employment obligations or is in violation of law.

### **Section 4.2: Freedom of Association**

Each employee subject to this Agreement shall have and shall be protected in the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, mutual aid, and protection or institution of grievance proceedings under this Agreement without fear of penalty or reprisal.

The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. It shall remain in effect from year to year unless withdrawn in writing by the employee. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-170-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.

The Association will refund to the District any amounts paid to it in error.

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

### **Section 4.3: Just Cause**

If any complaint made against an employee by any parent, student, or other person is to be used in the disciplinary process, such complaint will be called to the attention of the employee within ten (10) working days of documented receipt of complaint. In such instances where law enforcement determines notification may jeopardize a continuing investigation and requests a delay, the notification may be delayed, but only for so long as this concern remains justified.

An employee shall be provided reasonable opportunity to have present a representative of the Association during an investigatory meeting relating to possible disciplinary action, except in those circumstances where the gravity of the problem and/or severity of the employee(s)' action dictates that immediate action be taken by the District. The employee will be advised that he/she is entitled to request and have present, a representative of the Association at any such meeting.

Employees shall only be disciplined for just cause. Employees intended to be disciplined shall be informed of the grounds for such disciplinary action at the time such disciplinary action is taken. Within two (2) working days of such action, the employee shall be informed in writing of the grounds for such action.

The District agrees to follow a policy of progressive discipline which normally includes in this order verbal warning, written reprimand, suspension, with non-renewal or discharge as a final and

last resort, unless a different discipline is required due to the gravity of the problem and/or the severity of the employee's action.

#### **Section 4.4: Academic Freedom**

The right of academic freedom shall be exercised in a manner consistent with the maturity of pupils and their ability to deal with the content being studied. The parties agree that these aims can best be accomplished in, and that they will work together to create and preserve, an atmosphere which is free from artificial restraint and in which academic freedom for the employee and the student is guaranteed within the parameters of state law.

The District recognizes that controversial issues may arise a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students.

In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view and opportunity for exploration by the students into all sides of the issue.

In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his/her own. Students will be encouraged after class discussion and independent inquiry to reach their own conclusions regarding controversial issues. (See Appendix B3).

No mechanical or electronic device shall be active in any classroom or brought in on a temporary basis which would allow a person to be able to listen or record the procedures in any class, except upon prior consultation with the employee.

#### **Section 4.5: Personnel Files**

The District shall maintain one central personnel file for each employee. Each building principal or direct supervisor may keep a working file which will be available for inspection by the affected employee only, upon request. Upon request, a copy of any documents contained in both the central personnel file and the supervisor's working file shall be afforded the employee, who shall be charged with only the actual cost of reproductions.

The central personnel file may not be examined by unauthorized persons. Those people who may examine the central personnel file are the Superintendent or his/her designee, the Human Resources staff and any person authorized by court order. Immediate supervisors may examine the files of persons employed in their school or department under the supervision of Human Resources staff and at the District office. All other persons must have the written permission of the individual whose file is requested for examination, provided, however, that nothing herein shall be interpreted as preventing the District from complying with the requirement of the Public Records Act, Chapter 42.56, RCW.

All material placed in the central personnel file will be stamped with the date it was received by District Administration. When material is critical of any employee, the person responsible for

placing the material in the file will forward a copy to the employee within ten (10) work days of placement in their personnel file or the material in question cannot be used as evidence in any grievance or disciplinary action against such employee, and shall be removed from the file.

Employees have the right to submit a written statement of rebuttal relating to any material placed in their central personnel file and have such statement attached to, and permanently become a part of, the document in question.

Evaluative statements from non-professional sources concerning an employee's performance shall not be included in the central personnel file. The Superintendent or his/her designed shall expunge material which has been placed in the central personnel file which, following investigation through the grievance process, has been found to be invalid.

#### **Section 4.6: Teacher Protection**

The Board agrees to provide liability insurance with maximum limits of \$1,000,000.00 per occurrence for bodily injury and property damage liability of all employees acting within the scope of their authority and on behalf of Lynden School District.

The Board agrees to provide insurance covering full-time and half-time employees if they are driving school district vehicles on school district business in the amount of one million two hundred fifty thousand dollars (\$1.25M).

The Board will provide property damage insurance for full-time and half-time employees in the maximum amount of \$500.00 for any one occurrence in excess of deductible amount of \$10.00. This insurance coverage shall apply only in cases of damage or destruction of personal property of a full-time or half-time employees while said employee is engaged in reasonable maintenance of order or discipline and the protection of District property. All employees are covered under Industrial Insurance.

#### **Section 4.7: Employee Rights to a Safe Workplace**

The District will provide employees a workplace free from recognized safety and health hazards. District administration will provide prompt direction to employees when questions or concerns regarding staff safety arise. The District will establish and maintain worksite safety committees consistent with WAC 296-800-130.

Any employee who believes that a condition is unsafe or hazardous, must notify their immediate supervisor, stating their concerns.

1. When an employee reports a concern regarding a workplace safety or health hazard, the employee will submit a [Record of Hazard](#) form to the building principal or supervisor who will respond to such notification by the next workday and forward the report to the District's designated administrator with a copy to the employee.
2. If the employee determines that the building principal/supervisor's response does not correct the problem, the employee may contact the next level of management or administration and the LEA leadership for review and recommendations.

3. In addition, LEA leadership can bring the concerns to Labor-Management for review and discussion.
4. Every employee has the right to raise concerns and make these reports without fear of reprisal.

In accordance with WAC 296-360-150, an employee who encounters an unsafe or dangerous working condition that a reasonable person would conclude subjects them to a real danger of death or serious injury has the right to remove themselves from the situation until such time as the safety concern is properly addressed by the District. The district will continue to minimize the risk of injury to employees from students who engage in aggressive and/or physical behaviors by:

1. Providing a new employee safety orientation and at least annually reviewing school specific student behavioral expectations and student management procedures at the building level;
2. sharing relevant information with employees regarding students to the extent permitted by law;
3. expecting employees to file incident reports, when students engage in behaviors that lead to injuries or exposure to bodily fluids or facilities issues which raise safety concerns;
4. providing training to employees serving students who engage in challenging behaviors; and
5. encouraging the development of appropriate intervention plans and strategies based on an analysis of a student's behavior

Employees can access information about District Occupational Safety and Labor and Industries' policies, procedures, and guidelines through one or more of the following sources:

- Safety Bulletin Board and poster at each work site;
- Occupational Safety and Accident Prevention Program Notebook in each building;
- District website;
- WA State Health and Safety Provisions:
- RCW Chapter 49.17
- WAC Chapter 296-800
- WAC 296-360-150

## **Section 4.8: Work Year**

### **4.8.A. Individual Service Contract**

The District shall provide each employee with a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and the Agreement. Two (2) copies of a contract shall be given to the employee each year for signature and returned for Board signature. One copy is to be returned to the

employee, one on District file. One photocopy will be made for the administrator's working file. The individual service contract shall include notation of each employee's contract status (leave replacement, provisional, continuing). Each individual contract will be for the professional work associated with each individual employee's assigned role in providing the state's statutory program of basic education, including professional responsibilities for which a professional responsibility stipend (PRS) was formerly provided, prior to the 2018-19 school year, under Section 7.2 (now rolled into the individual base contracts).

#### **4.8.B. Length of Contract**

For the duration of the Agreement the length of the regular employee contract shall be one hundred eighty days. In the event the legislature reduces the number of days of the basic education school year, the parties shall reopen the contract for negotiation of impacts. In the event of the legislature increases the number of days of the basic education school year, any days beyond one hundred eighty (180) shall be added to the regular employee contract.

#### **4.8.C. Release from Contract**

An employee under contract shall be released from the obligations of the contract upon request under the following conditions:

- A letter of resignation must be submitted to the Superintendent's Office.
- A release from contract, prior to August 1, shall be granted provided a letter of resignation is submitted prior to that date.
- A release from contract shall be granted after August 1 provided a replacement, satisfactory to the District, can be obtained.
- A release from contract may be granted upon the employee's request in case of illness which makes it impossible for the employee to continue in the District.

### **Section 4.9: Extra-curricular and Extended Assignments**

\*Please reference the MOU on pages 131-137 for a change in the defining of rates of pay and associated duties.

Employees may be assigned to reasonable extra-curricular and extended duties as identified on the Extra-Curricular and Extended Duty Schedule(s) (Appendices A8, A9). Acceptance of such assignment shall be voluntary. Appointments to said assignments shall be by contract, are for not more than one (1) year, and shall be in accordance with current statutory provisions. Employees shall be notified in writing of special assignments as early as possible, but no later than June 30 of the year preceding when the special assignment will be effective.

Employees who have an extra-curricular assignment can resign from such an assignment upon giving notice by April 1 for the following school year. If the extra-curricular assignment is not to be renewed for the ensuing year, the employee shall receive written notice prior to June 15.

#### **Section 4.10: Assignment, Vacancies, Promotion and Transfer**

Employees shall not be assigned, except in accordance with the regulations of the Professional Educator Standards Board, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualifications in specialty areas. Except in emergency situations (levy failure, legislative decision, and staff changes) employees shall be notified in writing no later than the last work day of the school year of any changes in teaching programs, assignments and special assignments for the ensuing school year.

An involuntary transfer or reassignment may be made when the District reduces staff in a building or determines a current assignment will cause significant disruption to the instructional program. When enrollment trends cause a reduction in staff at a grade level or department, the District will seek volunteers from among employees whose reassignment or transfer would alleviate the need for involuntary transfer or reassignment. When an involuntary transfer or reassignment is made due to enrollment patterns in the District, and no affected employees have volunteered, then reverse seniority will be used to determine who will be transferred or reassigned. It is understood that the affected employee will be involuntarily transferred or reassigned prior to the voluntary transfer or reassignment process described below.

The Superintendent or his/her designee shall notify the affected employee and the Association in writing, or by personal conference, of the reasons for the involuntary transfer or reassignment before the change is to become effective. At least ten (10) days written notice will be given to the employee when such change occurs after the school year has begun. Three (3) days of release time will be given to the affected employee for planning and preparation.

Prior to any reassignment, transfer or hiring of staff for the following school year, all vacancies, reassignment and transfer opportunities shall be publicized to the staff via email, the District website and District Office bulletin board. Employees with a 0.5 FTE or greater and who have a continuing, nonprovisional contract are eligible to request reassignment or transfer to any posted position.

All vacancies or new positions shall be filled on the basis of qualifications for the position. The District shall fill vacancies, reassignments and transfers with current, eligible, qualified, interested employees before out-of-District hiring will occur. If more than one current employee is judged equally qualified for the position, then the most senior individual shall be offered the position. If the current employees have equal seniority, the employee with the highest final Summative Evaluation score in their prior year's evaluation will be selected.

Current staff will have a minimum of five (5) days to respond to the initial notice of said openings. During the summer months the term "day" is defined as a day that the District Office is open. Within ten (10) days of denial of a transfer or reassignment, the employee not granted the transfer or reassignment shall be given a written explanation of the denial.

Continuing employees who apply for and are assigned a leave replacement position and are subsequently displaced, either by the return of the employee from leave or after the position is posted as a non-leave replacement position, will be given preference on returning to the assignment or building from which they moved if openings for which they are qualified become available. If

the employee declines returning to the assignment or building from which s/he moved, the employee will follow the voluntary transfer procedure.

#### **Section 4.11: Substance Abuse**

The parties recognize that employees who become dependent upon alcohol, drugs, or other substance can often have difficulty performing their job. Any employee who has this problem and voluntarily reports the problem to the District shall be insured of the following confidential treatment:

- The District shall allow the employee to use available sick leave and leave without pay in order to participate in a recognized substance abuse rehabilitation program of his or her choice.
- Upon completion of such program, the employee may return from leave without fear of reprisal, harassment, or adverse action.

#### **Section 4.12: Job Share**

Individuals may apply together to share one full-time teaching position consistent with Board adopted policies and procedures (Policy 5222). Job Share teachers shall notify their building Principal each school year in writing by April 1 of their intention to reapply for the Job Share.

Certificated employees sharing a full-time contracted position shall be entitled to leave and benefits on a pro rata basis in accordance with their individual FTE. In the event a leave replacement is required for a shared contract employee, the District will offer the other certificated employee that portion of the position. Shared contracted employees may substitute for one another at their per diem rate of pay.

For the first year of a job share, partners may be granted unpaid leave for the portion of their individual contract that is not part of the job share. Such leave may be extended for an additional year per Section 6.6. After such time as any unpaid leave expires, the shared contract partners shall be required to either resign from that portion of their FTE that is not part of the job share, or the partners shall return to their former FTE status and positions.

Job share partners may occasionally be required, on reasonable notice, to participate in professional activities and meetings which are scheduled on a non-work day, or are beyond the pro-rated portion of the professional activity which as been scheduled. The District shall compensate job share partners for such meetings and activities at an hourly per diem rate of pay. If the employee cannot attend such a professional activity or meeting due to another commitment, s/he will be excused as long as a plan is made to obtain the information presented.

#### **Section 4.13: Job Trading**

If two (2) employees in separate areas, grade levels or specialties mutually desire to exchange positions for one (1) year, the following process shall be utilized:

1. By May 1 the employees involved shall submit a plan to the superintendent or designee. The plan will establish the rationale, purpose, and design for the exchange.
2. The individuals must obtain, in writing, the approval of the building principals involved.
3. Both individuals must be qualified for the respective positions they will fill. As a minimum, the following criteria must be fulfilled:
  - a. The employees must possess valid Washington State Teaching Certificates as required for the positions under consideration.
  - b. The employees must have spent the equivalent of two (2) trimesters (120 teaching days) teaching in the particular level, subject, area or special program for which they are being considered during any one (1) of the previous five (5) school years; or
  - c. They have a major or minor in the particular field in which the majority of their time will be devoted; or
  - d. Academic preparation exists which is suitable to the position and agreeable to the District.
4. The Superintendent or designee shall review the proposal and if the proposal fits the criteria and is not educationally disruptive, the request shall be granted for the forthcoming school year.
5. The Superintendent or designee shall notify the employees in writing within twenty (20) working days of receipt of the request as to the disposition of the request.
6. At the end of the year of implementation, the employees shall resume their previous positions unless they mutually desire to remain in their existing positions. If the parties agree to continue the job trade for a third year, the trade will be considered permanent. Such requests must be made in writing to the Superintendent before April 15 and must be approved by the Superintendent.
7. In the event there is a reduction of FTE at the end of the year of the job trade, the employees will be returned to their previous positions prior to any reductions taking place.

#### **Section 4.14: Teacher on Special Assignment (TOSA)**

1. TOSA positions shall be posted but are not subject to Section 4.10, Assignment, Vacancies, Promotion, and Transfer. Selection of persons to fill TOSA positions shall be at the discretion of the District and shall not be subject to the grievance procedure as outlined in the CBA. Interview teams for TOSA positions will include LEA representation.
2. A TOSA will perform duties as outlined in the individual job description posting.

3. The District reserves authority to grant or to deny the continuance of an employee in a TOSA position beyond one year.
4. TOSA FTE (Dean of Students, Intervention Specialist, and other non-classroom teaching positions with similar responsibilities) shall not exceed 5% of the bargaining unit FTE. For the purposes of calculating this percentage, Athletic Director and CTE Director, EL Coordinator (6-12), and Mental Health Coordinator FTE will be excluded.
5. TOSAs shall be prohibited from participating in the discipline, evaluation and/or assessment of other members of the bargaining unit.
6. As non-classroom teachers, TOSAs will be evaluated in accordance with Section 11.8 and 11.9 of the Agreement. Employees serving as both a TOSA and as a classroom teacher will be evaluated in accordance with the procedures applicable to the position forming the majority of the employee's assignment. However, any employee with classroom teaching responsibilities will be evaluated on comprehensive TPEP evaluation at least once every four (4) years.

#### **Section 4.15: Student Discipline**

1. Student discipline shall be administered consistent with applicable federal and state law and District policy and procedure, including Students RCW 28A.600, Exclusion of student from classroom RCW 28A.600.020, and Student Discipline Policy 3241 and procedure 3241P (Classroom Management, Discipline & Corrective Action).
2. Discipline shall be enforced fairly and consistently regardless of race, creed, gender or status.
3. At least once each year, the building principal shall provide instruction and/or information for all employees concerning applicable federal, state, and local laws as well as District rules, regulations and procedures pertaining to student rights, teacher rights, due process and the processing of student discipline. The building principal shall confer annually with staff members to review the building disciplinary standards and uniform enforcement of those standards within the building.
4. Discipline Support
  - i. The administration and Board agree to support and uphold employees in their use of prudent disciplinary measures authorized by RCW 28A.400.110, RCW 28A.600.010-.022, and Chapter 392-400 WAC, and the District Policy 3200 to maintain discipline and protect the safety and well-being of pupils and employees.
  - ii. In accordance with RCW 28A.600.020(4), all staff shall work cooperatively toward consistent enforcement of proper student behavior

throughout each school as well as within each classroom. It is recognized that every employee has the right and responsibility to expect acceptable behavior in the maintenance of a sound learning environment on the part of all students. It is the intent of the parties to ensure that employees and administrators implement instructional strategies that minimize exclusions of students from educational environments.

- iii. Each building shall have an administrator responsible for discipline support. It shall be the responsibility of the principal to ensure that the relevant RCWs are distributed and adhered to.
- iv. In accordance with RCW 28A.600.020(2), any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. It is the intent of the parties that teachers and administrators confer in a manner that supports safe educational environments and effective teaching and learning.
- v. The parties agree that teachers should have access to information which supports the safety and success of all students. Prior to regularly working with a student, if there are documented concerns for unsafe behavior, the receiving certificated employee will be given all information available concerning the student, unless doing so would violate privacy laws. This will include suspension/expulsion information for any serious offenses and include the intervention and behavior modification program or the equivalent. This access to information will be provided to the certificated staff member when the staff member is assigned to work with the student, regardless of where the behavior was initially identified.
- vi. Prior to March 1<sup>st</sup> of each year, a sub-committee consisting of the Director of Student Services, vice principals, deans, LEA leadership and LEA designated representatives will meet to proactively address student discipline practices and issues for the following school year.

#### **Section 4.16: Enrollment of Employee's Child**

In accordance with RCW 28A.225.225, as now or hereinafter amended, the District shall enroll nonresident students who are the children of full-time and part-time certificated employees at the school to which the employee is assigned or at a school forming the District's K through 12 continuum which includes the school to which the employee is assigned.

Transportation must be provided by the student's family and a release must be obtained from the resident district.

The District may only reject enrollment applications under this section if: (a) the student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang membership; (b) the student has been expelled or suspended from a public school for more than ten consecutive days; or (c) enrollment of a child under this section would displace a child who is a resident of the district, except that if a child is admitted under this section, that child shall be permitted to remain enrolled at that school, or in the District's K through 12 continuum, until the child has completed their schooling.

## **ARTICLE 5: RIGHTS OF THE EMPLOYER**

### **Section 5.1: Management Rights**

It is agreed that the customary and usual right, powers, functions and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, evaluate, promote, retain, reclassify, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or levy loss, or for any other legitimate reason. The District shall retain the right to maintain efficiency of the District operation by determining the number and the kinds of personnel by which such operation is conducted.

### **Section 5.2: Rules and Regulations**

The right to make reasonable rules and regulations shall be considered and acknowledged functions of the District. In making such rules and regulations, the District shall give due regard to the rights of the employees and to the obligations imposed by this Agreement. Any other management functions not specifically covered in this Agreement shall be retained by the Board and its designees when such functions are required by law.

## **ARTICLE 6: LEAVES**

### **Section 6.1: Paid Illness, Injury and Emergency Leave**

An employee shall be credited with an advance leave credit of twelve (12) days of leave for personal illness, injury, family illness, or emergency. Said leave shall accumulate up to a maximum of total contracted days. A written statement from a physician may be requested in cases when sick leave of more than five (5) consecutive days is granted.

In accordance with RCW 49.46.210, sick leave will be granted for an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care. Sick leave will also be granted for

the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

Any temporary disability or medical condition, as documented by a doctor's note or prescription, shall be appropriate for use of Illness, Injury and Emergency Leave. This includes any condition relating to the care of a member of the family or household, or any pregnancy related condition. FMLA leave will run consecutively for eligible employees.

Illness, injury, family illness, or emergency extending past an employee's accumulated Illness, Injury and Emergency Leave shall cause the employee's pay to be deducted at the employee's per diem rate of pay.

The emergency leave shall be reported as soon as possible to the Superintendent or his/her designee in order to satisfactorily replace the employee. An "emergency" is an unforeseen event which requires the employee to be absent from employment or a situation which could have been foreseen but for which preplanning would have been of little or no consequence.

Employees may cash out unused leave days above accumulation of sixty (60) days accumulated in the previous years at a rate equal to one day's monetary compensation for each four (4) full days of accrued leave in excess of sixty (60) days. Days cashed out in the above manner shall be deducted from accrued leave at the rate of four (4) days for every one day's monetary compensation. Application for cash out of annual illness, injury and emergency leave must be made during the month of January following the calendar year in which the days were accumulated. At the time of separation from the school district, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current compensation for each four (4) full days of accrued leave to a maximum of 180 days. For purposes of this section, "eligible employee" means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five and have at least ten years of service under TRS Plan 3; or (c) employees who separate from employment and who are at least age fifty-five and have at least fifteen years of service under TRS Plan 2. Notwithstanding the foregoing, any cash out sick leave shall be in accordance with RCW 28A.400.210 as it now exists or may be amended and the rules and regulations of the superintendent of public instruction.

### **Section 6.2: Illness, Injury and Emergency Leave Sharing**

Employees may donate Illness, Injury and Emergency Leave to another employee subject to state law. In cases when an employee has depleted or will soon deplete his/her Illness, Injury and Emergency Leave, such donations shall be requested by the employee or representative and solicited by the District.

The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. In any case, an employee may not receive shared leave that totals more days than constitute his/her regular work year. Employees wishing to donate leave will complete and submit the appropriate District form for this purpose.

### **Section 6.3: Annual Leave**

At the beginning of each school year, each employee shall be credited with three (3) days of annual leave. Annual leave will be granted on a first come, first served basis, when a qualified substitute is available to cover the absence of the employee.

Up to two (2) days of unused annual leave may be carried over to the following year, giving an employee a total of no more than five (5) days of annual leave in a given year.

By June 30<sup>th</sup> of each school year, the employee may submit in writing to the Payroll department their request to cash out up to three (3) days of unused annual leave. Payment for unused annual leave will be at the daily substitute rate on the July warrant.

Annual Leave Days used during the first seven (7) or last five (5) of the originally calendared work days require approval by the Superintendent or designee.

### **Section 6.4: Paid Bereavement Leave**

Each certificated employee shall be entitled to five (5) days leave, with pay, upon a death in the family or any person living in the immediate household as a member of the family. In addition, each certificated employee shall be entitled to one (1) day per year with pay to attend the funeral of a personal friend. When additional days are needed, additional Bereavement Leave may be granted with approval of the Superintendent or designee.

### **Section 6.5: Professional Leave**

Leaves may be granted by request to the Principal or Superintendent in the following manner:

- **Full Payment Leave:** Substitute and necessary expenses paid by District. This category applies to employees authorized by the principal to represent the District at professional conferences, meetings, symposiums and seminars.
- **Partial Payment Leave:** Substitute paid by the District; necessary expenses paid by the employee or outside agency. This category applies to employees authorized by the Board to represent the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars. The employee shall be informed of the arrangements made for the leave. The principal shall be responsible for securing a substitute.

### **Section 6.6: Unpaid Leaves of Absence**

Leaves of absence, including Association related business, of up to one (1) year without pay may be granted. For full year leaves of absence, the Superintendent/designee must receive a written request by April 1.

A leave of absence without pay for up to one (1) year entitles an employee to a salary increment if the reason for the leave is reimbursable by the state through the state apportionment formula. Upon return from leave, the employee shall be placed in the position last held or in a similar position in

the District. Upon request by the employee, such leave may be renewed for up to one (1) additional year. Employees on leave will indicate their intentions for the following school year, in writing to the Superintendent / designee by April 1.

Exceptions to the April 1st timeline, as well as the maximum duration of unpaid leave, may be granted at the discretion of the Superintendent/designee.

**Section 6.7: Association Leave**

Forty (40) days of Association Leave shall be granted for the purpose of improving the relations between the District and the Association and conducting Association business. Additional days may be granted with approval of the Superintendent or his/her designee. The Association shall reimburse the District at a substitute's pay for each day utilized.

Employees shall be released by the administration without loss of pay (cost of substitute shared equally by Association and District) for negotiations and grievance hearings at times mutually agreed.

**Section 6.8: Jury Duty**

In the event an employee is summoned to serve as a juror, the employee shall receive a regular day's pay for each day of required presence. If the employee is released from his/her jury duty service with time remaining in the workday, the employee shall use the balance of the workday as an extended preparation period either on or off site. If off site, the employee shall notify her/her supervisor where and how s/he can be contacted.

**Section 6.9: Military Leave**

Employees shall be granted a military leave of absence in accordance with state and federal law. Upon return from the leave, the employee shall be placed in the position last held or in a similar position in the District.

Whenever an employee is fulfilling his/her training obligation as a member of the Reserve branch of any of the United States armed forces and a choice is possible, the employee shall request this leave when school is not in session.

**Section 6.10: Subpoena Leave**

Employees subpoenaed to testify in a matter directly related to their employment with the District shall be granted paid leave. The employee shall provide the District reasonable advanced notice of the subpoena and work with the District to minimize the impact of the leave.

**Section 6.11: Paid Family and Medical Leave**

- A. **Program Eligibility:** 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.

- B. 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.
- C. 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/or personal leave to supplement the PFML benefit, this may be done in hour increments up to 4 hours per day for the duration of the PFML leave. The employee must provide the District at least thirty (30) days written notice of this election 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 and as soon as is practicable when thirty (30) days' notice is not possible. Any changes to this election must occur by the 10<sup>th</sup> of each month via notification to the District Human Resources office. The employee must provide document verification of weekly benefit amount from the Employment Security Department. Verification will be provided to the District office by the 10<sup>th</sup> of each month.
- D. 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 no earlier than the 1<sup>st</sup> or later than the 10<sup>th</sup> of each month following a month in unpaid status.
- E. Premiums:** The District shall pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium through payroll deduction to fund this leave.
- F. 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 District written notice as soon as is practicable when thirty (30) days' notice is not possible. Upon request, the District will discuss the intersections between various

leave entitlements should an employee have questions regarding filing a claim with the ESD.

### **Section 6.12: Parental Leave**

Parental leave for newborn infants or newly adopted children shall be granted without pay for a period not to exceed one (1) school year providing that the employee returns at the beginning of a school term (quarter or semester).

All or any portion of a parental leave taken by an employee, because of a medical disability, may at the employee's option, be charged to their available sick leave for the period the employee's personal licensed health care provider certifies in writing that the employee is unable to return to work.

Employees shall make application for parental leave in writing to Human Resources. Such request should be made at least thirty (30) days prior to the date on which such leave is requested to begin, when possible. Such leave request must state a return to work date which may be extended as circumstances require.

Early return from leave: An employee who has been granted parental leave and desires to return to service during the period of the leave may return at a time mutually agreeable to the employee and the superintendent or designee.

Reemployment rights: Upon return from parental leave, the employee shall be placed in the position last held or in a similar position in the District. Such employee shall retain all rights, seniority, and benefits commonly afforded employees on leave without pay, including those under the continuing contract statutes.

### **Section 6.13: Staff Notification**

Annually the District and Association will collaborate to review and update an expectant parent packet. This information will be sent to all staff and also available on the District's website.

## **ARTICLE 7: SALARIES, STIPENDS, AND BENEFITS**

### **Section 7.1: Teacher Salary Schedule**

All employees, regardless of field or level taught, will be placed on the Teacher Salary Schedule (Appendix A10). Teachers who work extended contracts and extra-curricular assignments shall be paid in accordance with Appendix A8 and A9.

Employees will be placed on the Salary Schedule (Appendix A10) consistent with the rules and regulations for placement on the LEAP schedule in effect for the 2017-2018 school year as promulgated by the Office of the Superintendent of Public Instruction and contained in the S-275 Placement Criteria document. The parties agree that "clock hours" as recognized by OSPI will be

applied for salary placement and advancement purposes. Additional criteria for all credits and in-service as stated in the appropriate WAC will also be followed.

Employees shall be responsible for assuring that the District has up-to-date and properly verified credit information as of November 1st of each year, and annual salaries shall be as reflected in the individual contracts prepared or amended using the properly verified information available as of that date. Any increase in annual salary due to movement on the salary schedule will be paid in full. Payment will be on a prospective basis, in equal monthly payments over the remaining months of the contract.

### **Section 7.2: Salary Increase**

The parties agree to maintain the 2017-18 Salary Allocation Model structure with the elimination of the BA+ 135 column for the duration of this Agreement. Increases to total compensation for the 2023-2024 school year are as follows:

Each salary cell shall be increased by 5.2% over the 2022-2023 total compensation with the addition of two optional one-time only individually-directed professional days.

For the 2024-25 school year, each salary cell shall be increased by the same percentage increase identified and funded by the state as an inflationary adjustment allocation for salaries under RCW 28A.400.205 for the 2023-24 school year, plus 2.5%.

For the 2025-26 school year, each salary cell shall be increased by the same percentage increase identified and funded by the state as an inflationary adjustment allocation for salaries under RCW 28A.400.205 for the 2024-25 school year, plus 3.0%.

Total compensation shall be allocated between base pay and a Professional Learning Stipend (Section 7.4.A, below) reflecting four supplemental contract days, on top of the base 180 day contract year.

In the event the Legislature increases or decreases District revenue formulas (including but not limited to, levy capacity, levy equalization, the inflationary index, e.g. utilizing CPI instead of IPD, professional learning day funding, regionalization or salary compliance), the parties agree to reopen this Agreement at the written request of the District or Association to negotiate the impact of such legislative actions.

The District and LEA agree that salary allocation granted will be in strict conformity with the legislative requirements, thereby avoiding any penalty to the District, while providing the negotiated salary improvement to the certificated staff.

If the negotiated increases of this Agreement result in the maximum salaries on the salary schedule exceeding the maximum certificated salaries set forth in RCW 28A.405.200 in any year of this agreement impacted employees will be included in that year's professional learning stipend and paid as supplemental contract to cover the difference between the negotiated salary and the statutory limit. Such contracts shall be in recognition of enrichment activities engaged in by such employees, including but not limited to professional responsibility as defined by RCW 28A.415.430 beyond that allocated pursuant to RCW 28A.150.415

### **Section 7.3: Professional Learning Stipend (PLS)**

The Lynden School District and the Lynden Education Association both recognize the need for professional educators to continue their professional staff development, for the district and the building and/or department to meet together to plan, to have in-service training, or other activities consistent with the evaluation criteria and the performance indicators contained in this Agreement.

The Lynden School District will provide a Professional Learning Stipend (Appendix A10) in recognition of the professional services required of all certificated staff members beyond the individual base contracts, and as an incentive and for the fulfillment of responsibilities related to the District's program of professional learning under RCW 28A.415.430. In consideration of this stipend, each employee shall commit to the full and meaningful participation in the District's comprehensive, sustained, job-embedded and collaborative approach to improving employees' effectiveness in raising student achievement. This includes a commitment to work collaboratively with others as a member of one or more collaborative teams on an ongoing basis to accomplish common goals. Payment for this professional stipend shall be made in twelve (12) equal monthly installments. Part-time employees will be compensated in the same ratio that their service bears to full-time service.

In the 2023-2024, 2024-2025, and 2025-2026 school years, the PLS shall reflect 2.174% (4/184ths of total compensation) reflecting the four days of Professional Learning Time provided for in Section 7.4.A below.

### **Section 7.4: Professional Learning Time and Waiver Days**

#### **7.4.A. Professional Learning Time**

Employees will be required to work four (4) PLT Days (28.0 hours). The first two PLT Days shall be scheduled prior to the first student day. The third PLT Day shall be calendared in accordance with Section 8.2 of the Agreement. The fourth PLT Day shall be scheduled on the day between semesters. All bargaining unit members shall be eligible to attend PLT Days. A less than full-time employee who attends a PLT Day shall be compensated at an hourly per diem rate for any hours worked beyond his/her regular schedule.

The time provided for on these PLT Days shall be allocated as indicated on Appendix B- 2 between District/Building directed and individually determined time in order to improve student learning. The elementary schools' classroom visitation, if any, will be scheduled during the District/Building directed time.

Staff not able to attend to the PLT Days must use the appropriate leave. On the second PLT Day, employees may be allowed, with approval of their immediate evaluating supervisor, to substitute for planned PLT Day activities, other workshop(s), data review and assessment, or other in-service activity.

#### **7.4.B. Waiver Days**

Waiver Days granted by the State shall consist of 3.5 hours of District/Building directed time scheduled at the start of the day and 3.5 hours of individual teacher-directed time. Employees will use teacher-directed time to review student performance data, align grade level and/or subject area curriculum, engage in other work related to the school improvement plan, plan for classroom instruction, or adjust instructional strategies to maximize student learning.

All bargaining unit members shall be eligible to attend Waiver Days. Any less than full-time employee who attends a Waiver Day shall be compensated at an hourly per diem rate for any hours worked beyond his/her regular schedule.

#### **Section 7.5: Payroll Deductions**

All salaries are subject to payroll deductions for:

- State Teachers Retirement System for those at or above .5 FTE
- Withholding Tax
- FICA
- Absence not provided for by leaves (computed at per diem based on the employee's annual salary for each day's absence)
- Insurance benefits premiums that exceed the agreed upon amount

The following deductions may be made if authorized by the individual:

- Additional withholding tax
- Additional medical insurance plans premiums that exceed the amount of District agreed upon contribution
- Disability insurance, through an approved provider
- Payments to approved credit unions
- Regular Association dues
- Other approved insurance plans premiums as per Section 7(d)
- United Way
- Retired Teacher Association Dues
- Lynden Dollars for Scholars
- Section 125 Flexible Spending Plan
- WEA-PAC
- NEA Children's Fund

The Board neither approves nor disapproves of any insurance program and/or tax- sheltered annuity.

The Association will indemnify, select the attorney utilized in defense, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Association with respect to which information supplied to the District by the Association was in error. The Association agrees to refund to the District any amounts paid to it in error to the extent said funds are received by the Association.

### **Section 7.6: Payment Provisions**

All employees shall be paid in twelve (12) monthly installments. Each check shall contain one twelve (1/12) of the contracted salary. Employees starting mid-year will be paid in equal monthly installments through August. Payroll will be issued on the last week day of the month. Salary warrants will be available via electronic access to the payroll system. The instructions for employees to access their electronic payroll information can be found on the District website. (Click on Jobs/HR/Payroll, then Payroll Forms/Info, and then Employee Access Instructions)

### **Section 7.7: Per Diem Rate of Pay**

\*Please reference the MOU on pages 131-137 for a change in the defining of rates of pay and associated duties.

Employees engaging in additional instructional duties beyond the regular student contact day and within the employee's regular contracted work year shall be compensated at their individual per diem rate. Instructional duties are any duties in which the employee is directing the learning program or activity for either students or adults, or is preparing for such a learning activity that they will direct.

For the 2021-2022 school year, the per diem rate shall be equivalent to the 2020-2021 rate increased by the rate agreed to in section 7.2. For the 2022-2023 school year, the per diem rate shall be equivalent to the 2021-2022 rate increased by the rate agreed to in section 7.2.

### **Section 7.8: Curriculum Rate of Pay**

\*Please reference the MOU on pages 131-137 for a change in the defining of rates of pay and associated duties.

Employees engaging in additional non-instructional duties with Administrative approval shall be compensated at the hourly Curriculum Rate with equals each individual employee's per diem hourly rate. Non-instructional duties are any duties in which the employee is not directing the learning program or activity for either students or adults. Notwithstanding the foregoing, compensation for teaching in the District's summer school program shall remain at the per diem hourly rate at MA at five (5) years.

### **Section 7.9: Overpayment or Underpayment**

When an overpayment or underpayment is made, repayment shall be pro-rated over the remaining pay periods or as agreed to by employee. In cases of extreme over-payment more liberal arrangements may be made by the employee and District.

### **Section 7.10: Travel and Meals**

Employees utilizing their private automobile to travel on school business when a district vehicle is not available shall be compensated at the current rate per mile as is being paid by the State of Washington. Staff use of private vehicle must receive prior administrative approval. Meal reimbursement will be consistent with Board policy.

### **Section 7.11: Insurance Benefits**

A. School Employees Benefits Board (SEBB) Program School Employees Benefits Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefits Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements established by state law and summarized below.

SEBB will implement the Statewide Collective Bargaining 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 presently provided by the SEBB 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

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance (payroll deduction shall be made available).

B. Dependent Coverage

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 are dependents covered within the SEBB programs.

Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the dependents will have the opportunity to enroll in accordance with the SEBB Continuing Coverage program.

C. Eligibility

Certificated staff, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave status will be considered in an employment status for the provisions of this section and will receive benefits when and as provided for by SEBB policy. Unpaid leaves will be communicated with the Association and eligibility determined on a case by case basis.

All employees who were working 630 hours during the 2019/2020 school year and continuing to be employed at the same FTE or greater, shall be assumed to be working 630 hours in the 2020/2021 school year and eligible for full benefit coverage under SEBB.

D. Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

E. Continuity of Coverage

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

F. Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the termination is effective. In cases where separation occurs after completion of full contract obligation (i.e. the end of the student school year in June) benefit coverage will continue until August 31, unless the employee resigns with an effective date in June or July. In September of each year, the District will report to the Association the represented employees not covered by SEBB. Any elimination of benefits anticipated or occurring in July or August shall be discussed with the Association prior to employees being dropped from insurance coverage.

G. Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent allowed by law.

H. Option to Refuse Coverage

With proof of insurance, an employee may waive medical through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.

I. All of the provisions of this Section 7.11 addressing SEBB shall be interpreted consistent with the rules, regulations and guidelines of SEBB.

**Section 7.12: Immunizations**

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be held in the employee's health/medical file. Whenever possible, the District will assist staff by providing an annual flu immunization clinic held at a District location.

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 an objection to, or medical exemption from, the necessary immunization, shall suffer no loss of pay as a result of the exclusion, by using emergency leave that utilizes his/her accumulated sick leave. If an affected employee has no remaining sick leave from which to draw during such a circumstance, he/she shall suffer no loss of pay as a result of the exclusion from their work place.

## **ARTICLE 8: WORKING CONDITIONS**

### **Section 8.1: Workday**

#### **8.1.A. Workday**

The regular workday for full-time employees shall be seven and one-half (7.5) continuous hours, which includes a 0.5 hour unpaid lunch period. Regular building hours shall be specified by the District, may vary from building to building, and may be adjusted following consultation with staff. The District shall use best efforts to schedule the same start and end times for both staff and students at all buildings within each level (Elementary, Middle, and High). Because of the alternative nature of the educational programs at Lynden Academy, schedules may be more flexible, although efforts shall be made to maintain consistency for staff in regard to professional development activities.

Employees shall not be required to perform duties and responsibilities before or after the regular work day which are not provided for on the extra-curricular salary schedule. All employees shall have a duty-free lunch period of no less than thirty (30) continuous minutes. The District will make good faith efforts to minimize the extent to which teachers are required to provide bus supervision after school.

Lynden Academy shall use best efforts to schedule the same start and end times for both staff and students at all buildings within each level (Elementary, Middle, and High) and efforts shall be made to maintain consistency for staff in regard to professional development activities.

#### **The Optimal Daily Work Day Schedule will be as follows:**

- Fisher, Vossbeck, and Isom *employee* work day: 7:50 a.m. – 3:20 p.m.
- Fisher, Vossbeck, and Isom *student* day: 8:55 a.m. – 3:05 p.m.
- Lynden Middle School *employee* work day: 7:20 a.m. – 2:50 p.m.
- Lynden Middle School *student* day: 7:40 a.m. – 2:00 p.m.
- Lynden High School *employee* work day: 7:20 a.m. – 2:50 p.m.
- Lynden High School *student* day: 7:50 a.m. – 2:15 p.m.

\*High School work day may be modified to 7:30 a.m. – 3:00 p.m. up to two (2) days per month for pre-scheduled staff meetings conducted in accordance with Section 8.8.E.

#### **The Optimal Early Dismissal Schedule will be as follows:**

- Fisher, Vossbeck, and Isom student day: 8:55 a.m. – 12:05 p.m.
- Lynden Middle School student day: 7:40 a.m. – 11:00 a.m.
- Lynden High School student day: 7:50 a.m. – 11:15 a.m.

**8.1.B. Late Arrival**

Dedicated time may be provided, in a one-hour late arrival model, to allow for staff directed planning and preparation, Collaborative Team Time, and district/building-directed professional development opportunities. The number of late start days may be adjusted subject to the District meeting instructional hour requirements. If days are adjusted, they will be adjusted equitably between the three categories of time listed below. Allocated time is 60 minutes from the start of the workday. Should travel be required on a late arrival, a total of 20 minutes will be deducted from the allocated time. The late arrival shall be purposed as follows:

<b>Individually directed Staff Planning and Prep Time</b>	<b>Collaborative Team Time</b>	<b>District/Building Directed Time</b>
<p>The goal of this time is to support staff in completing the many responsibilities necessary for providing effective instruction.</p>	<p>The goal of Team time is to <u>work together to ensure alignment of these essential questions; what students need to know, and how do we respond, when students learn and don't learn. The composition of Teams will be determined at each building, or within each department.</u></p>	<p>The goal of district/building directed time is the provide support that is aligned to the district's strategic plan. This time may be transferred to Collaborative Team Time based on building need.</p>
<p>11 late Arrivals (Preschool, 6-12) 13 Late Arrivals (TK-5)</p>	<p>11 Late Arrivals</p>	<p>10 Late Arrivals</p>

**8.1.C. Planning Time**

1. Secondary teachers (6-12) shall be granted planning time in one continuous block during the student day equal to one (1) student instructional period excluding passing time between periods.
2. On days with a regular schedule, elementary classroom teachers (K-5) shall be granted at least a forty (40) minute block of planning time within the student day, excluding passing time. On days with a modified schedule, at least a thirty (30) minute block of planning time will be provided within the student day, excluding passing time. The planning time provided during the student day will be blocked during music, physical education, and additional specialist time. Additional planning time will be provided in forty-five (45) minute blocks of uninterrupted time before school. However, in any five (5) day work week, the District may utilize a maximum of one (1) forty-five (45) minute block of time before school for the sole purpose

of conducting student-centered meetings (IEPs, 504s, CSTs or MDTs) and up to one staff meeting per month. Any scheduled PRS Day or Waiver Day will be counted as the District's use of the forty-five (45) minute block of time for that week. In the event that a PRS Day or Waiver Day occurs during a week with fewer than five (5) work days, missed planning time will not be compensated.

3. Pre-K teachers shall be granted at least one forty (40) minute block of uninterrupted planning time per day. Additional planning time will be provided in forty-five (45) minute blocks of uninterrupted time before school. However, in any five (5) day work week, the District may utilize a maximum of one (1) forty-five (45) minute block of time before school for the sole purpose of conducting student-centered meetings (IEPs, 504s, CSTs or MDTs) and up to one staff meeting per month. Any scheduled PRS Day or Waiver Day will be counted as the District's use of the forty-five (45) minute block of time for that week. In the event that a PRS Day or Waiver Day occurs during a week with fewer than five (5) workdays, missed planning time will not be compensated.
4. When an educator gives up their planning time to cover a class or attend a meeting required by the building administrator, the educator will be paid per diem for that period.
5. The District acknowledges the right of ESA specialists to schedule an equivalent amount of planning time as their elementary, middle and high school classroom teacher counterparts flexibly within their work week.

### **Section 8.2: Calendar and Conferencing**

Representative(s) of the District and the Association shall meet annually, no later than February 1, to formulate two (2) mutually agreeable calendar options for the subsequent school year. Each option shall be presented to the LEA membership for a vote. LEA members shall have three (3) school days to vote. Whichever option receives a majority vote of the LEA membership shall be presented to the school Board as the LEA's preferred option.

Each calendar option shall clearly include the following factors:

- First and last day of school,
- Dates of Winter Break – shall be ten (10) non-school weekdays; when January 1<sup>st</sup> falls on a Sunday or Monday, Winter Break shall be eleven (11) weekdays,
- Duration and dates of Mid-Winter Break,
- Duration and dates of Spring Break,
- Holidays, as applicable,
- Placement of PRS Day(s), as applicable, including one (1) PRS Day between semesters,

- Placement and use of modified days (late arrival/early dismissal),
- Schedule of elementary and middle school conference days,
- Grading period schedule and semester break,
- Designated snow days, at least three following the last instructional day of the year,
- Placement of State approved Waiver Days, as applicable,
- Other days/dates as mutually agreed.

In addition to the above factors to be included on the calendar, it is agreed that the District and the Association will work together to design a family-friendly calendar. The calendar will include the following:

**Calendar Development Criteria for The Two Calendar Options:**

There will be 180 instructional days in the year unless the number of days is adjusted by the state legislature and/or the State Board of Education approves the use on non-student waiver days in lieu of instructional days.

There will be three teacher work days (1 Waiver Day and 2 PL Days) scheduled prior to the first instructional day of each year.

The school calendar shall include early dismissal for staff and students on the day before Thanksgiving as an exchange for one event outside of the workday. The second event outside of the workday, if worked, is to be time sheeted.

**Calendar Option #1:**

The first instructional day of the school year will be scheduled on a day prior to Labor Day.

**Calendar Option #2:**

The first instructional day of the school year will be on a day following Labor Day.

**Kindergarten**

The first three (3) instructional school days of the year will be used to connect with families as provided for in the parent component of the Washington Kindergarten Inventory of Developing Skills (SSHB 1723).

Teachers with Kindergarten Inventory of Developing Skills (WAKids) responsibilities shall be allowed to timesheet up to 7 hours for planning, collaboration, and inputting observational data.

**K-5 Parent-Teacher Conferencing**

For grades K-5, the parties agree to schedule four (4) early dismissal half-days and potentially one (1) evening at the end of the first grading period for the purpose of conferencing with parents regarding an individual student.

Overloaded classrooms shall be provided additional conference time by requesting substitute teacher assistance as approved by the building administrator.

The District agrees to provide, upon request of the teacher and building administrator, additional release time for parent conferencing for students with special needs.

### **6-8 Parent-Teacher Conferencing**

For grades 6-8 the parties agree to schedule three (3) early dismissal half-days for the purpose of conferencing and potentially one (1) evening for conferences or report card pick-up.

Overloaded classrooms shall be provided additional conference time by requesting substitute teacher assistance as approved by the building administrator.

The District agrees to provide, upon request of the teacher and building administrator, additional release time for parent conferencing for students with special needs.

### **Section 8.3: 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, either at the building or district level, educators shall not be required by their supervisor to remain at work. If school is delayed in opening, educators will arrive at school as soon as safely possible.

### **Section 8.4: Waivers**

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 with an assumption that the equivalent amount of time as waived has been completed by the certificated employee, and no pay shall be deducted. No documentation on the part of the individual employee shall be required in such an instance.

### **Section 8.5: Classroom Visitations**

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

- Employees shall report all visitors to the Principal.
- The District will support an employee who restricts visitors who have not obtained the principal's approval.

- The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation. The parties agree that nothing herein shall be interpreted to abrogate the legal rights of a parent or guardian.

## **Section 8.6: Reduction in Force**

### **8.6.A. Layoff and Recall - General**

Prior to November 15<sup>th</sup> of each year, the District will provide each certificated employee with a statement of his/her seniority in accordance with Paragraph B herein, and his/her certification in accordance with Paragraph C herein, as recorded in his/her District personnel records. The notice shall also include notation of each employee's contract status (leave replacement, provisional, continuing).

Each certificated employee shall, prior to January 15<sup>th</sup>, 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 Paragraph B and C herein. If the statement is not returned by January 15<sup>th</sup> of the current year, the statement shall be deemed correct.

The final seniority list (including seniority and certificates) will be published and distributed to employees and the Association by February 1<sup>st</sup>.

If it is necessary to reduce the total FTE of the certificated staff because of insufficient revenue, those employees who will be laid-off, based upon the amount of money not available, will be selected by using the following procedure:

1. Prior to the lay-off of any continuing contract certificated employee, all employees on leave-replacement contract or retire-rehire status shall be non-renewed, then provisional employees shall be non-renewed, in that order.

If a provisional employee is non-renewed for any reason other than not successfully completing a plan of improvement, including financial reasons, s/he, upon request, will receive a letter of reference from the District stating that the non-renewal was for financial, not performance reasons.

2. The determination of those certificated staff to be retained shall be made on the basis of seniority and certification, in that order. Specifically, the District shall reduce from the lowest point on the seniority list first, provided that no senior employee whose current position is not reduced shall be involuntarily transferred to create a vacant position for a less senior employee. All reassignment and transfer language applies in such an instance.
3. By May 1<sup>st</sup>, or if the Omnibus Appropriations Act has not passed by the end of the regular legislative session, ten (10) days prior to the contractual deadline for non-renewal, the District will 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, as

well as those services and activities that will be cut. The modified educational program shall be shared with the Association.

4. By May 1<sup>st</sup>, or if the Omnibus Appropriations Act has not passed by the end of the regular legislative session, ten (10) days prior to the contractual deadline for non-renewal, the District will determine, as accurately as possible, the certificated staff known to be leaving the District for any reason, including retirement, normal resignations, leaves, discharge, and all employees who are on leave-replacement contract, retire-rehire, and provisional status. These vacancies and employees returning from leave will be taken into consideration in determining the number of available positions for the following school year.
5. The District will assign employees to appropriate positions, subject to the provisions of this agreement and state law and state regulations.
6. No later than May 1<sup>st</sup> the District will make an initial determination of probable cause under current RCW, 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 seniority and certification as described herein and the ranked list of names shall be furnished to the Association 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 presence of his/her name on the ranked list 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 Association within five (5) days thereafter.

7. No later than May 15<sup>th</sup>, the District will identify the names of certificated employees to be non-renewed under the District's reduced program and services, provide a list of said employees to the Association, and provide appropriate notification to affected employees in accordance with current RCW. If the Omnibus Appropriations Act has not passed by the Washington State legislature by May 15<sup>th</sup>, notification shall be no later than June 1<sup>st</sup>, if allowed by law. Employees so identified herein will be considered the employment pool, and shall be responsible for providing the District accurate contact information and any changes thereof.

#### **8.6.B. Definition of Seniority**

The District shall retain those employees with the most seniority as defined below:

1. **“Seniority”** shall mean the total amount of regularly contracted (base contract) certificated experience in Washington State public schools, prorated by actual FTE worked, plus any additional credits earned as the result of experience as a substitute in Washington State public schools. It is

expressly understood that employment as an administrator in a public school setting is not recognized for seniority within the unit.

Employees on paid leave will continue to accrue seniority. Employees on unpaid leave will have the seniority accrued at the time they discontinued active service to the District credited to them. Current employees of the Lynden School District as of September 30<sup>th</sup>, 2009 shall be credited the amount of seniority documented as of that date and accumulated under the previous seniority system. Seniority is calculated to include the prior, but not current, school year.

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, i.e., BA+90 has less seniority in a tie than MA+0. In the event ties still exist, the employee(s) with the largest number of college or university credits, and/or clock hours equivalent to credits eligible for recognition by the District for salary schedule advancement beyond the B.A. degree, shall have preference. Such credits and/or clock hours must be earned and recorded in the District office as a deadline for salary schedule advancement in a given year, to be counted that year. Finally, if a tie still exists, the employee with the highest final summative evaluation score in their prior year's evaluation shall have preference.
3. In the event that more than one individual employee has the same seniority ranking after applying the above provisions, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

### **8.6.C. Definition of Seniority**

Certification shall be determined by the District based upon the Revised Code of Washington (RCW) (State Law), the Washington Administrative Code (WAC) (State Regulations) and any other applicable regulations as determined by the Washington State Superintendent of Public Instruction. 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.

### **8.6.D. Leaves**

Upon determination that the non-renewal of certificated employees will be necessary, certificated employees not non-renewed 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 an employee from the employment pool, referred to in Paragraph 8.6.A.7.

Employees taking one-year leaves of absence shall be responsible for providing the District with accurate contact information and any changes thereof during their leave period. The employee on leave will be required to notify the District office in writing of his/her desire to return to a teaching position for the next ensuing year by March 15<sup>th</sup> 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.

### **8.6.E. Recall Procedure**

Any certificated employee receiving a written non-renewal notice pursuant to this section of the CBA shall be placed in an employment pool for possible recall 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 five (5) days from the date of notification of the job offer as in 8.6.E.3 below.

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. All employees who have been placed in the employment pool shall be recalled if they hold the appropriate certification, as defined above, for available positions before the Board employs or assigns any additional personnel to fill teaching assignments.

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

1. Employment pool personnel will be offered positions for which they are certified in the reverse order of the layoff, i.e., the last layoff shall be the first recall.
2. 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 their recall status for any full-time position. In such a case that an employee is initially recalled into a position of lesser FTE than that from which s/he was laid off, that employee will be made whole prior to the recall of the next employee on the recall list with appropriate certification. It is expressly understood that the failure of an employee to accept a position of less FTE than the position held prior to the layoff shall not remove an employee from the employment pool.

3. When a vacancy occurs for which there will be a recall, the Association and the employee to be recalled will receive notification from the Superintendent or his/her designee in writing and by phone. The employee may request notification via email in lieu of written notification via mail. The employee shall have five (5) days from date of notification to accept the position.
4. Substitute teaching positions shall be offered to interested employees in the employment pool before any other person is offered such a position.

#### **8.6.F. 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.

#### **8.6.G. Applicability of the Grievance Process**

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

### **Section 8.7: Teacher Facilities**

Each building shall be equipped with a telephone for the use of employees. Said telephone will be located in an area which will maximize privacy.

### **Section 8.8: Work Load**

#### **8.8.A. Class Size**

The District shall, to the extent possible, equalize class size and class mix of students among teachers of the same grade level with the same elementary building and among secondary teachers of the same content area courses or core teams in the same school. Factors for consideration when equalizing class assignments shall include: students with IEPs, ELL students, academic and behavioral needs, together with the level and type of classroom support(s) being provided. Equalization efforts may reflect the need to limit the range of educational needs to be addressed by the school. Individual teacher concerns regarding class size/mix balancing at any level shall be addressed by the school counselor, if any, and the building principal or designee. Concerns not satisfactorily addressed at the building level shall be considered at the District level with the Director of Human Resources.

The class size guidelines for the Lynden School District shall be the following number of students in any class within the District:

Pre-K	1 Teacher per 12 Students (3 Year Olds)
	1 Teacher per 16 Students (4-5 Year Olds)
Grade K-1	1 Teacher per 22 Students
Grade 2	1 Teacher per 24 Students
Grade 3	1 Teacher per 25 Students
Grade 4-5	1 Teacher per 26 Students
Grade 6	1 Teacher per 28 Students
Grade 7-8	1 Teacher per 30 Students per period
Grade 9-12	1 Teacher per 32 Students per period

The class size guideline for combination classes at the elementary level shall be 1 Teacher per 2 students below the class size for the lower grade level.

It is understood that traditionally large 6-12 instruction programs such as music and PE shall be exempt from this provision except to the extent that numbers of students arguably affect either student instruction or health and safety. Individual teacher concerns regarding class size in music and PE shall be addressed by the building principal. Concerns not satisfactorily addressed at the building level shall be addressed by the Superintendent or his/her designee.

In the event a class has more students than the above guidelines after the fifth day of the grading period (trimester or semester), that classroom will be considered overloaded. In cases of overload, the employee shall have the choice of accessing support from the following list:

- Additional para educator support time; or,
- Other solutions mutually agreeable to the affected teacher and the District; or,
- Additional Compensation: To help mitigate the extra workload required, employees shall receive \$300 per month for 1-2 students above class size limit, \$400 per month payment for 3-4 students above class size limits, and \$500 per month for 5 or more students above class size limit. Such payments shall be paid in the following manner:
  - For part-time staff, the triggered payment will be prorated per FTE.
  - For staff grades 7-12 teacher(s), the triggered payment will be prorated per class period.
  - For Pre-K teacher(s), the triggered payment will be provided per session.

The District will consistently work with regular and special education staff on placement, class size, and IEP issues relating to special needs students and make every reasonable effort to resolve employees' concerns in this area.

**8.8.B. ESA and Special Education Caseload**

The recommended caseload for Special Educators and ESA staff within the Lynden School District shall be the following, based on 1.0 FTE and pro-rated for less than 1.0 FTE:

Educational Staff Associates (ESA):

- Speech Language Pathologist: 53 IEPs
- Occupational/Physical Therapist: 40 IEPs
- School Psychologist: 1:1000 enrolled students

Special Education Instructors:

- Integrated Preschool 6 IEPs (3 year olds)\*  
8 IEPs (4-5 year olds)\*
- Learning Resource Center (LRC) 28 IEPs
- Extended Learning Resource Center (ELRC) 12 IEPs
- Middle School Resource Room 28 IEPs
- High School Resource Room 28 IEPs

\*Any IEP that has a high impact on the learning environment will be considered part of the caseload.

**ESA and Special Education Overload:**

In the event an ESA or Special Education Instructor has more IEPs than the above guidelines on the first school day of any given month, that employee will be considered overloaded for the month. In cases of overload, the employee shall have the choice of accessing support from the following list:

- Additional para educator support time (as available in the judgment of the District); or,
- Additional SLPA support time (as available in the judgment of the District); or,
- Additional compensation as established in 8.8.A to help mitigate the extra workload required. For part time staff, the trigger payment will be pro-rated per FTE.
- Additional compensation option does not apply to School Psychologists

Individual concerns regarding caseload and/or class mix shall be addressed by the employee's direct supervisor. Concerns not satisfactorily addressed by the supervisor shall be considered by the Superintendent or his/her designee.

### **8.8.C. Additional Class Size or Caseload Concerns**

The District will consistently work with general and special education staff on placement, class size, and IEP issues relating to special needs students and make every reasonable effort to resolve employees' concerns in this area.

### **8.8.D. Extended Duty Contracts**

Extended contracts shall be paid as referenced in Appendix A8, for completion of additional duties as required by the position.

### **8.8.E. Staff Meetings**

Except in the case of emergency, staff meetings shall be held no more than twice monthly, and shall not extend beyond the workday except as otherwise provided for in this Agreement. Staff meetings shall be scheduled prior to the school year and said schedule shall be provided to each employee. Except in the case of an urgent or emergency situation, staff meetings will not be held after school on a district directed late arrival day. Staff shall have an opportunity to provide input to each meeting's agenda. Meeting agendas shall be distributed in advance of each meeting.

### **8.8.F. Joint Technology Committee**

The parties recognize that purchase and use of technology is an integral part of a functional learning environment. To best prepare our students to be college and career ready, we agree that certificated staff are critical stakeholders and decision-makers in the instructional use of technology. In order to maximize the potential impact of technology on teaching and learning, certificated staff will be involved in the implementation of the Lynden School District Technology Plan.

The District and the Association agree to establish a Joint Technology Committee (JTC) that will meet by the end of the first full week of October to review the needs and priorities of the District and to establish the dates for a minimum of three (3) more meetings for the duration of the school year. The Joint Technology Committee will consist of a maximum of five (5) Association appointed employee representatives and a maximum of five (5) District representatives. With prior notice, either party may invite additional attendees to individual meetings on an ad hoc basis to facilitate communication. The parties shall have the option of finding replacements in the event appointees are not able to carry out their term on the Committee for the duration of this Agreement. LEA members who participate in the committee will be paid at their certificated extra pay rate for their time worked.

The committee will be jointly chaired by an Association representative and a District representative, and will provide collaborative input to the District around the following:

- Technology purchase, priorities and planning on an ongoing basis,
- Desired student learning outcomes, and the appropriate level of integration of technology with curriculum,

- Instructional staff support model, including training and professional development,
- Technology Plan effectiveness and necessary modification, including recommendations for modifications, as needed; and,
- Creating a technology survey to be given to certificated staff once yearly to allow for feedback and recommendations so needs surrounding technology may be addressed.

The committee co-chairs will jointly create each meeting's agenda and forward to committee members no less than one week prior to each scheduled meeting. The co- chairs will ensure that meeting minutes are distributed to committee members and all certificated administrators within seven (7) calendar days of each meeting.

Staff will not be required to use personal technology devices for professional reasons. Realistic options for services, like Duo Mobile, will be provided by the district and available at all times of implementation.

#### **8.8.G. Assessment Support**

Each elementary school building budget will be provided a minimum of \$1,500.00 per year, to be administered by the school principal, to purchase substitute teachers or additional para-educator time as needed to allow teachers to conduct district-required assessments.

#### **8.8.H. Building Leadership Team**

\*Please reference the MOU on pages 131-137 for a change in the defining of rates of pay and associated duties.

The mission of the school Building Leadership Team (in some buildings known as the BLT/LIT) is to act as an advisory group with the focus being student learning. As it applies to student learning, the Leadership Team (LT) may provide advice to the building administration on the day-to-day operations of the school, including budget, staffing, curriculum, school organization, climate and facilities as supports to the improvement of student learning. The goal of the LT is to act as representatives and communicators for the building staff to enhance the smooth, safe running of the school so that all students can better learn, and staff can better teach.

Team members will be provided at the ratio of at least one (1) member per seven (7) certificated employees, unless a sufficient number of employees who are interested and willing to serve cannot be identified. Each team member is expected to represent a specific constituency in a school. Once the team members are identified, they will be made known to the building staff by the end of the preceding year.

Each Building Leadership Team will collaboratively establish norms and a method(s) for the team's operation. Work Teams may be created by the LT to address specific issues or to accomplish specific tasks or projects (LT members and/or non-LT members).

Team members shall be compensated at their per diem hourly rate of pay as per Section 7.7: Per Diem Rate of Pay for all meetings occurring outside the student day. The following are guidelines for operation of Building Leadership Teams.

## **BUILDING LEADERSHIP TEAM ORGANIZATION**

### **A. Official Positions**

1. Team Leader – Initially, the Principal serves as team leader for the Leadership Team. However, the team leader position and responsibilities may rotate among member who are interested and willing to serve.
2. Recorder – The LT will select a recorder for each LT meeting. The Recorder will ensure that the minutes of each meeting are emailed to staff in a timely manner.

### **B. Agenda Planning**

The team leader or designee has the responsibility of planning the agenda for each meeting and will seek input on the agenda from the other members of the team.

Any LT member may submit an item to be placed on the agenda by notifying the team leader prior to the next meeting. The agenda will be distributed to team members and posted or e-mailed for general staff information prior to the meeting.

### **C. Building Leadership Team Members**

Each member represents a constituency. As such, each member should bring to the team the interests of the school community and share the ideas and directions of the team with their constituency.

### **D. Scheduled Meetings**

There will be a minimum of four (4) scheduled meetings per year, but not more than one (1) per month unless extraordinary, time-sensitive circumstances compel the Team Leader to schedule additional meetings within a single month.

### **E. Communications**

Ongoing communication between the LT and the school community is essential. One of the responsibilities of the LT is to promote open communication and dialogue. LT meeting agendas will be posted and/or made available for LT and staff members to review. Approved minutes of the LT meetings will be distributed to all staff.

**F. Areas of Focus**

1. Leadership – The LT will provide leadership for the improvement of student learning. The LT’s leadership function includes a focus on curriculum, improving teacher effectiveness through effective instructional strategies, and developing and supporting the site’s School Improvement Plan (SIP).
2. Budget – The LT will review the building’s allocated budget by April 15<sup>th</sup> of each year and provide input on that portion of the budget that relates to the implementation of the School Improvement Plan. In addition, a monthly financial statement accounting for all monies expended will be made available to all bargaining unit members upon request.
3. School Organization – The LT will consider issues and the philosophy of the school organization as it relates to teaching and learning, scheduling, support structures, school policies and general school organizational matters.
4. Facilities: The LT will review the building Safety Committee’s recommendations and add any recommendations the LT may feel are appropriate.
5. Staff Development – The LT will engage in on-going conversations related to professional development needs to improve learning as reflected in Section 8.9: Professional Development of this Agreement.

**Section 8.9: Professional Development**

\*Please reference the MOU on pages 131-137 for a change in the defining of rates of pay and associated duties.

It is recognized by both parties that an effective employee development program is necessary in order to ensure meaningful growth opportunities for employees, which result in strengthened instructional knowledge and skills and a guaranteed and viable curriculum.

Professional development shall be focused on activities that are connected to school district initiatives and each school’s improvement plan and relevant to improving student performance. Professional development should be clearly and specifically connected to a district initiative and/or a school’s plan for strengthening the instructional core.

Representatives from each school leadership team, the Lynden Educational Association, and the Educational Leadership Team will be responsible throughout the year to provide input to the Director of Teaching and Learning on the professional development needs for identified areas of focus. By the end of April, this same team will participate in a professional development planning session to discuss school and District level needs and to develop a District Professional Development plan for the upcoming school year. If needed, this team will meet again by the end of the school year in order to have a tentative plan ready to distribute to employees on the first

working day of the year. If meetings are scheduled outside of the work day, the employee participants will be compensated at the curriculum rate of pay.

In an effort to regularly assess and strengthen the effectiveness of professional development opportunities, employees will be provided with the evaluation form included as Appendix B5 at every PD activity. Facilitators and trainers may seek additional feedback in addition to, but not in lieu of, the evaluation form in Appendix B5.

A tentative schedule of the professional development plan for the year will be made available to employees on the first working day of the school year. It is understood that professional development planning will continue to be adjusted and refined as schools work to finalize their School Improvement Plans.

### **Section 8.10: Clock Hours**

\*Please reference the MOU on pages 131-137 for a change in the Clock Hours language.

The District will annually make available clock hours at no cost to certificated employees.

### **Section 8.11: Curriculum**

- A. Board Policy 2020 and Procedure 2020P govern curriculum adoption in the District. Consistent with that policy and procedure, members from LEA executive board leadership, and classroom educators impacted by the new curriculum, will be active participants in adoption of all new curriculum.
- B. The District and the LEA will establish a curriculum committee dedicated to this work. The committee will meet at least five times during the school year. The committee will consist of the Director of Teaching and Learning, building administrators, LEA leadership, and classroom teachers. The curriculum committee will work collaboratively to discuss the following:
  - Curriculum and adoption timeline;
  - Educator involvement and curriculum development;
  - Structure and standardization of adoption of district curriculum; and,
  - Curriculum needs of diverse learners.

### **Section 8.12: Inclusionary Practices/Inclusion/UDL**

The parties recognize a shared interest in effective inclusive practices in the Lynden School District. The parties agree that communication and dialogue are essential to creating a program that will have positive student outcomes while mitigating negative impacts on educators.

To carry this out, the District and LEA will have at least four (4) meetings focused specifically on the topics of inclusion, inclusionary practices. The parties will use these meetings to review,

discuss, and bargain potential impacts of inclusion and inclusionary practices on certificated working conditions both prior to and during their implementation in buildings. Topics of these meetings will include teacher responsibilities, workload, common prep, and other areas identified by the parties that will support educators to create systems that support the needs of all learners. Either party may suggest that additional participants to attend the meetings.

## **ARTICLE 9: NATIONAL BOARD CERTIFICATION**

The Lynden School District believes a main component of effective schools is a highly trained and continually growing teaching staff. We wish to encourage, foster and retain staff that understands and uses effective teaching strategies. We recognize many employees engage in ongoing professional development through various means. One such mechanism to enhance pedagogical knowledge is for staff to work through the process of obtaining National Board Certification. The Lynden School District would like to propose to the Lynden Education Association a mechanism to promote and support employees who are interested in obtaining this national certification.

The Lynden School District will provide \$1,150 (based on 1.0 FTE) to each employee working on initial National Board Certification. This financial stipend will be paid directly to the National Board for Professional Teaching Standards and/or the university NBPT support program in which the participant is enrolled. Each employee will be responsible for creating the District purchase order, signed by building principal, then forwarded to the District Office for final budget coding and authorization.

The Lynden School District will provide three (3) days of release time during the period in which the employee is working on initial National Certification. In the place of release time an employee can choose to be reimbursed at the sub rate of pay for up to three (3) days for time spent outside of the contracted day.

The agreement limits the number of employees involved in this National Board Certification Assistance Program to four (4) per year. Priority will be given to two (2) employees in the k-5 grade band and two (2) employees in the 6-12 grade band.

Notification of intent must be given by the employee to the Human Resources Director prior to the school year for which they have applied to the National Board Certification program. Selection will be based on the following criteria:

- a. The minimum experience required by the NBPT
- b. Four (4) applicants, with priority given to two (2) applicants each for grades K-5 and for grades 6-12
- c. Total years of teaching service within the Lynden School District
- d. If a, b and c are equal, and the number of applicants exceed four (4), decision will be by lot

The District will notify each employee applicant within one (1) week of their selection for the Assistance Program.

The Lynden School District will provide a \$1,000 annual stipend to each employee who has earned National Board Certification. This stipend will be given annually in a supplemental contract for a period of ten (10) years. If the employee chooses to renew the certification at the end of this ten (10) year period, they will receive a \$500 annual stipend thereafter.

- Upon completion each employee involved in the National Teacher Certification Assistance Program offered by the Lynden School District will agree to work for the Lynden School District for three consecutive years. If such service is not fulfilled, the total amount paid by the District to assist in the attainment of National Certification, will be reimbursed to the Lynden School District by the employee on a prorated basis.
- If the employee drops out of the program at any time prior to taking the final exam for National Certification, the employee will reimburse the District for all of its monetary support.
- Employees who complete the program, including the final exam, but fail to achieve National Teacher Certification are not required to reimburse the District for its monetary support.
- Full financial assistance with this program is based on a full-time equivalent employee.

In the event of fiscal emergency as defined by double levy failure, this program assistance would be discontinued until a time where financial assistance can be provided.

## ARTICLE 10: GRIEVANCE

### **Section 10.1: Definitions**

As used in this section:

- “**Grievance**” means any claim of an alleged violation, misinterpretation or misapplication of the terms of this agreement.
- “**Grievant**” means the Association or an employee or group of employees included in the bargaining unit represented by the Association.
- “**Days**” means working days.

### **Section 10.2: General Conditions**

### **10.2.A. Time Limits**

No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. If a grievance is not appealed within the time limits set forth in each step, it shall be automatically waived.

### **10.2.B. Contents of the Grievance**

During each step where a grievance is formally filed, a written statement shall be submitted by the grievant which shall clearly specify:

- The name of the grievant
- The facts upon which the grievance is based
- The specific terms of the Agreement alleged to have been violated
- When the alleged violation occurred
- The result of the previous step in the grievance and why such results were unsatisfactory
- The proposed remedy or remedies for resolution

### **10.2.C. Representation**

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. A grievant may be represented at all stages of the grievance procedure by himself or herself or at his or her option by an Association representative.

### **10.2.D. Grievance of a Group**

If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit formally such grievance to the Superintendent directly, and the processing of such grievance shall be commenced at Step Two (2).

### **10.2.E. Time of Meetings**

Meetings or discussions involving grievances or these procedures shall not interfere with teaching duties or classroom instruction.

## **Section 10.3: Procedures**

### **10.3.A. Step One**

An employee with a complaint shall attempt to resolve the problem informally between the employee and his or her principal or immediate supervisor. If the complaint is not resolved informally, it shall be reduced to writing by the employee (Appendix A11), who shall submit it to the principal or immediate supervisor. If an employee does not submit his or her grievance to the principal in writing within fifteen (15) working days after the facts upon which the grievance is based first occur, or first become known to the employee, the grievance will be deemed waived. The immediate supervisor or principal will arrange for a conference to take place within three (3) working days after receipt of the grievance. The grievant will be present for the conference and may have Association representation if he or she desires. Within five (5) days following the conference, the supervisor will provide the grievant with a written answer to the grievance (Appendix A12).

### **10.3.B. Step Two**

If the grievant is not satisfied with the answer to Step One, or if no answer has been rendered within eight (8) days following the filing of the grievance, and the employee wishes to appeal the grievance to Step Two, the employee may file the grievance (Appendix A11) in writing with the Superintendent of Schools within ten (10) working days after receipt of the principal's or supervisor's written answer or within ten (10) days following the date the answer should have been rendered. This shall be done by submitting a copy of the original grievance complaint along with an indication in writing of reasons why the grievant does not believe the written decision of the principal or immediate supervisor is adequate. The Superintendent or his designee shall arrange for a hearing with the grievant to take place within five (5) working days of his or her receipt of the appeal. The grievant may have Association representation if he or she desires. The Superintendent or his designee shall provide a written decision no later than ten (10) working days after receipt of the written grievance (Appendix A12).

### **10.3.C. Step Three**

If the grievant is not satisfied with the decision at Step Two, or if not decision has been rendered within fifteen (15) days following the filing of the appeal, the grievant may request that the Association submit the grievance to arbitration. Such request must be made within fifteen (15) days following receipt of the decision made at Step Two, or within fifteen (15) days following the date that the decision at Step Two should have been rendered.

The Association shall notify the District of its intent to seek arbitration (Appendix A14) and within ten (10) days, the Association and the Board will jointly request a list of arbitrators from the Federal Mediation & Conciliation Service or the American Arbitration Association if the parties cannot agree on an arbitrator. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service or the American Arbitrator Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

The arbitrator selected (Appendix A14), will confer with representatives of the District and the Association and hold a hearing promptly and will issue his/her findings of fact, reasoning and conclusions. The findings, (Appendix A15), or the arbitrator shall be final and binding on the parties.

Neither party shall be permitted to assert in arbitration proceedings any evidence which was not submitted to the other party before the completion of Step Two.

Nothing in the Agreement shall prevent the Board and the Association from mutually agreeing on another method of arbitration.

#### **Section 10.4: Costs**

The fee and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witness called by the other.

#### **Section 10.5: Powers of the Arbitrator**

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are herein limited, after due investigation, to make decision in cases of alleged violation of the specific articles and sections of this Agreement.

He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

The arbitrator has the power to reinstate or, in the case of assignments, reassign an employee, if he/she determines the District has violated the employee's procedural rights.

#### **Section 10.6: Election of Remedies**

In the case of all matters for which another method or review is specifically provided for by law (e.g., non-renewal, discharge or other adverse effect), an employee may elect to pursue either the statutory review process or grievance arbitration hereunder, but not both. In the event the employee elects to pursue the statutory review process, he/she may not pursue arbitration hereunder.

#### **Section 10.7: No Reprisals**

No reprisals of any kind will be taken by the Association or the District against any employee because of his/her participation or non-participation in any grievance.

#### **Section 10.8: Personnel Files**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files or the participants. Two (2) years after the settlement of a grievance all specific references by name of individuals involved in the grievance shall be expunged from all documents, communications and records relating to the grievance.

## **ARTICLE 11: EVALUATION OF CERTIFICATED PERSONNEL**

### **Section 11.1: General**

\*Please reference the MOU on pages 131-137 for a change in the defining of rates of pay and associated duties.

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to herein as “employees”) shall be evaluated during each school year in accordance with procedures and criteria set forth herein. The purpose for these procedures and criteria shall be to improve the instructional program being offered by the District by improving the quality of instruction and support services.

Two evaluation systems are provided for within this Article 11: one for classroom teachers, as defined below, and another one for non-classroom teachers.

These evaluation processes shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation systems will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the frameworks established by these two systems employees will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The District and the Association agree that the following evaluation systems are to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluation and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.” Additionally, the parties agree that the evaluation process is on which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191A-050: “To identify, in consultation with classroom teachers...particular areas in which their professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teachers...needs to improve his or her performance.” “To assist classroom teachers...who have identified areas needing improvement, in making those improvements.”

The District and the Association agree to continue a Joint TPEP Facilitation Committee which will be tasked with designing and providing training in the 5D+ Framework and TPEP process. This joint TPEP Facilitation Committee will consist of a minimum of three (3) Association appointed employee representatives and a minimum of three (3) District representatives. Any work completed outside of the employee work day will be compensated at the per diem rate of pay.

## **Section 11.2: Definitions**

- **Continuing employee:** Any non-supervisory, certificated employee of the District who is not considered a provisional, leave of absence replacement, or retire-rehire employee by state statute (RCW 28A.405)
- **Provisional employee:** Any non-supervisory, certificated employee of the District who has less than three (3) years of public school certificated employment in the state of Washington, or who has less than one (1) year of certificated employment in the Lynden School District but has completed at least two (2) years of certificated experience in another school district in the state of Washington. For purposes of eligibility for continuing status, one (1) year shall be considered 0.5 FTE or greater. The Superintendent may make a determination to remove a classroom teacher from provisional status if he or she has received one of the top two evaluation ratings during the second year of employment by the District.
- **Evaluator:** A principal of his/her designee or the immediate supervisor.
- **Probation:** The procedures required by state law for continuing employees who have not met minimum criteria for satisfactory performance.
- **Observation:** “Observe” or “observation” means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
- **Classroom teacher or teacher:** Those staff with an assigned group of students who provide academically focused instruction and hold one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g). The term “classroom teacher” does not include ESAs, Counselors and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.
- **Non-classroom teacher:** Those employees who are not “classroom teachers.”
- **Artifacts** shall mean any products generated, develop or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts. Teachers shall not be required to create artifacts specifically for the evaluation system.
- **Component** shall mean the sub-section of each criterion.
- **Criteria** shall mean the eight (8) state-defined categories to be scored for classroom teachers or one of the other categories defined in this agreement for evaluation of non-classroom teachers.

- **Evidence** shall mean examples of observable practices of the teacher’s ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student and parent input shall not be used as evidence without verification, including an opportunity for the teacher to respond.
- **Student Growth Data** shall mean the change in student achievement between two points in time. Assessments used to identify growth should predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to identify growth must be appropriate, relevant, and may include both formative and summative measures. The District will not use a single test score or measure of student growth to evaluate the performance of certificated employees or to determine their right to transfers, reassignments, compensation levels or other personnel actions.
- **Day** shall mean a workday unless specifically noted otherwise.

### **Section 11.3: Student Test Scores**

Student test scores shall not be used by the District as the sole basis for evaluating a certificated staff member’s job performance. Additionally, student test scores shall not be used to determine compensation levels of certificated staff.

### **Section 11.4: Professional Development**

#### **11.4.A. Professional Development**

Prior to being evaluated under this Article, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process.

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, and any relevant forms or screenshots appropriate to the teacher’s position and track in the evaluation cycle.

Non-provisional teachers who have completed a comprehensive evaluation with a rating of proficient or higher will not be required to participate in TPEP related professional development that requires release time more than twice per year.

No teacher shall be evaluated by an evaluator who has not been trained in observation evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. All classroom teachers will be evaluated by an administrator who has completed rater training designed to culminate in certification that indicates rater-reliability.

#### **11.4.B. Evaluation-Related Expense Reimbursement**

The District will provide \$150 to each staff member, pro-rated for FTE, for discretionary use such as substitute costs, workshop fees, materials, travel or other legitimate expenses related to their teaching assignments and/or professional growth and approved by the building principal.

#### **Section 11.5: Evaluation**

Within each school the principal or his/her designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by one principal or his/her designee, using input from the employee's supervisor(s) at other sites, as appropriate. Employees shall be notified by October 1 as to the administrator responsible for their evaluation.

#### **11.5.A. Evaluation Criteria**

The criteria, procedures and forms contained herein shall be consistently and exclusively utilized in the evaluation of certificated employees.

#### **11.5.B. Required Evaluations**

- All employees newly employed by the District shall be observed at least once for a total observation time of at least thirty (30) minutes within the first ninety (90) calendar days of the commencement of their employment.
- All employees shall be evaluated annually
- In the event an employee resigns prior to May 15, a final evaluation shall be completed prior to the resignation date if feasible.
- Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position and track in the evaluation cycle.
- If a non-classroom teacher is in the Summative cycle and transfers to a different assignment, the employee shall be evaluated prior to the transfer taking effect if he/she has been in the first assignment at least ninety (90) calendar days. A non-classroom teacher in the Formative cycle who transfers shall take his/her goals to the new building if the goals are appropriate to the new position, and the goals are agreeable with the new building principal or his/her designee. New goals shall be written, if as a result of the transfer, the goals are no longer appropriate.

#### **Section 11.6: Classroom Teachers – Comprehensive Evaluation Procedures**

A Comprehensive Evaluation must be completed for classroom teachers at least once every six (6) years.

### **11.6.A. State Criteria, Framework, and Scoring**

The state evaluation 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.

### **11.6.B. Instructional Framework**

The parties have agreed to the adopted evidence-based instructional framework developed by CEL 5D+ and approved by OSPI. However, nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement. Upon mutual agreement the parties may select a different instructional framework approved by OSPI.

### **11.6.C. Criterion Performance Scoring**

Criteria and components will be scored in accordance with the scoring band methodology illustrated on the sample form(s) attached as Appendix A1.

### **11.6.D. 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:

8-14 – Unsatisfactory

15-21 – Basic

22-28 – Proficient

29-32 – Distinguished

### **11.6.E. Comprehensive Evaluation Process**

1. Teacher Self-Assessment:
  - a. Prior to the Pre-Observation Conference, the teacher shall complete Self-Assessment form. (Appendix A1)
  - b. No teacher will be required to share the Self-Assessment form with his/her evaluator.
2. Goal Setting:

The teacher shall determine a student growth goal for Components SG-3.1, SG- 6.1 and SG-8.1 on a Goal Setting form. The goal for these components may be the same goal.
3. Evidence and Artifacts:

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 may, but shall not be required, to submit artifacts for completion of the evaluation.
4. Pre-Observation Conference:

The principal shall initiate a pre-observation conference no more than five (5) days prior to the first formal observation. The purpose of the pre-observation conference may be to discuss the employee's goals, establish a date for the formal observation, discuss such matters as the professional activities to be observed, their content, objectives, strategies, or possible observable evidence. Either party may initiate a pre-observation conference for any subsequent formal observation.
5. Formal Observations:
  - a. The first of at least two (2) prearranged formal observations for each employee shall not be less than 30 minutes and shall be conducted within the first ninety (90) days of the school year. Arrangements for remaining required observation time will be by mutual agreement between the evaluator and the teacher. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. The observations will occur no later than five (5) days after the pre-observation meeting, unless otherwise agreed by the teacher and evaluator.
  - b. Observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly or modified schedule, unless otherwise agreed to by the employee.
  - c. The evaluator will document all formal observations and provide copies to the employee within five (5) days.
  - d. The teacher may provide additional evidence to aid in the assessment of his or her professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence or

artifact provided by the teacher shall be considered by the evaluator in determining the final evaluation score.

- e. The final formal observation shall occur prior to May 1<sup>st</sup>.
  - f. Observations do not have to be in the classroom. Department and collegial meetings may be used for Formal Observations. See Section 11.2: Definitions.
6. Post-Observation Conferences:
- a. A post-observation conference between the evaluator and teacher will be held no later than five (5) days after the first formal observation.
  - b. Either party may initiate a post-observation conference after any subsequent formal observations.
  - c. The purpose of a post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
  - d. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
  - e. The teacher must be given the opportunity to attach written comments to any documentation submitted by an evaluator.
7. Informal Observations:
- a. An informal observation is a documented observation that is not required to be pre-scheduled.
  - b. An evaluator may conduct any number of informal observations.
  - c. Observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations. See Section 11.12: Definitions.
  - d. A copy of any informal observations documented in writing will be provided to the teacher within five (5) days of the informal observation. If there is an area of concern based upon any such informal observation, the teacher shall be notified in writing in order for that evidence to be used in the evaluation process.
  - e. Any time after an informal observation a teacher may request a post-informal observation conference to discuss the informal observation.
8. Electronic Monitoring:  
All observations shall be conducted openly. Mechanical or electronic devices shall not be used to record the procedures of any class without the prior knowledge and consent of the teacher.

9. Final Summative Evaluation Conference:
  - a. No later than May 15<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence.
  - b. The teacher has the right to provide additional evidence for each criterion to be scored.
  - c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
  - d. If the evaluator judges the teacher to be below Proficient, the evaluator must have documented evidence drawn from more than one occasion of when the teacher showed deficiencies in his/her professional performance. No teacher shall be judged to be below Proficient in any criterion without prior notice to allow for improvement.
  - e. If the evaluator judges the teacher to be below Proficient on the summative evaluation and the teacher believes a criterion score did not consider certain teacher evidence, and/or the criteria were not objectively score, s/he shall, upon request, be granted an additional formal observation by June 1. This opportunity will not be available for teachers being recommended for non-renewal.
  - f. The teacher will sign two (2) copies of the Final Summative Evaluation Report. 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. The teacher may attach any written comments to observations and to the final annual evaluation reports as well.

#### **11.6.F. Student Growth Criterion Score**

1. Embedded in the instructional framework are five (5) components designated as student growth components. The components are embedded in criteria 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 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
2. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher's student growth criterion score.

3. If a teacher receives a 4 – Distinguished Summative score and a low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a Low student growth score on the Summative Evaluation, the evaluator will initiate one of the following:
  - a. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
  - b. Document extenuating circumstances possibly including: goal setting process/expectations, student attendance, class size/mix and curriculum/assessment alignment;
  - c. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
  - d. Create and implement a professional development plan to address student growth areas.

#### **11.6.G. Support For Basic and Unsatisfactory**

1. The Association will be notified when any teacher is judged below Proficient, within ten (10) days.
2. When a teacher is judged below 3 – Proficient, s/he may choose to access any of the following provisions and conditions which shall be funded by the District:
  - a. The teacher may access up to four (4) peer observation opportunities;
  - b. The teacher will be assigned only one (1) work location, i.e., one classroom, when possible, and only when the assignment would negatively impact any other bargaining unit member;
  - c. Participation in a mutually agree, voluntary structured support plan;
  - d. Additional supports may include, but are not limited to: mutually agreed university course work, peer coaching, reading material, and District or ESD staff development courses.
3. In such cases that a teacher more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, the evaluator and the teacher shall attempt to develop a mutually agreeable written plan designed to improve the employee’s effectiveness in the deficient area(s).

## **Section 11.7: Classroom Teachers – Focused Evaluation Procedures**

The Focused Evaluation 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, s/he will be evaluated using the Focused Evaluation. The teacher can stay on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation by delivering written notice to the other at any time on or before December 15<sup>th</sup>.

### **11.7.A. Focused Evaluation Process**

1. 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 be evaluated using the student growth components of criterion 3 or 6.
2. The professional growth activity shall be proposed by the teacher at the first pre- observation conference, but must be approved by the evaluator.
3. A group of teachers may choose to focus on the same evaluation criteria and share professional growth activities. No individual shall be required to work on a shared goal.
4. A primary role of the evaluator is to assist the teacher in developing the professional growth activity and then to assist in its implementation.

### **11.7.B. Observations**

Observations and conferences for the Focused Evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process, Section 11.6.E. above.

### **11.7.C. Scoring**

A summative score is assigned 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. Should a teacher provide evidence of exemplary practice on the chosen Focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

## **Section 11.8: Non-Classroom Teachers – Summative Evaluation Procedures**

Non-classroom teachers with fewer than four (4) years satisfactory experience will remain in the Summative track for four (4) consecutive years as required by law.

Non-classroom teachers on the Summative track may be encouraged to develop with the building administrator, or designee, a mutually agreed upon goal(s). The goal(s) will be consistent with

building and District goals and be designed to promote the employee's professional growth in the following areas:

- **Program Goal(s):** Goals relating to effective professional practice.
- **Student Goal(s):** Goals relating to desired student outcomes.
  - A. In initial observation of all non-classroom teachers on the Summative track shall be completed with the first ninety (90) days of the school year. All required evaluations shall be completed prior to May 15, of each year.
  - B. Each employee shall be observed within his/her performance role a minimum of two times per year for a total observation time of at least sixty (60) minutes.
  - C. Prior to the first observation, a pre-observation conference between the evaluator and the evaluatee will be conducted.
  - D. Pre-conferences for subsequent observations will be conducted at the request of either party.
  - E. Following each observation or series of observation 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 five (5) work days.
  - F. A post observation conference shall be conducted between the evaluator and the evaluatee not more than five (5) working days following the first observation. Post observation conferences for subsequent observations shall be conducted at the request of either party.
  - G. The evaluator may make informal observations without advance notice. If said informal observation is to be used in the evaluation of the employee, then a record of the informal observation will be made and retained by the evaluator. A copy of the documentation will be provided to the employee with five (5) days of the informal observation.
  - H. Observations shall be performed so that the evaluator will observe the evaluatee in performance of assigned duties. Each informal observation shall last a reasonable length of time in order for the evaluator to understand the situation being observed.
  - I. Non-classroom teachers will sign the Summative Evaluation of Non-Classroom Teacher Form (Appendix A20 or Appendix A21 for Counselors). The employee's signature represents only the indication that he/she is aware of the comments and summary statement recorded thereon and shall not be interpreted as an indication that the employee necessarily agrees with the comments and/or summary statements.

- J. The employee may attach his/her own comments to any observation/evaluation report within ten (10) work day from the date of the post-conference. Said comments will become a permanent part of said report.
- K. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the Principal or his/her designee and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s). In connection with the development of such plan, consideration should be given to utilizing the services of available resource person (e.g. coordinators, department heads, school psychologist, fellow teachers) to provide assistance in improving performance. If the supervisor and employee are unable to agree upon a mutually agreeable plan, the supervisor may prepare and deliver a plan to the employee.

### **Section 11.9: Non-Classroom Teachers – Formative Evaluation Procedures**

The purpose of the Formative Evaluation shall be to promote professional growth for non-classroom teachers in order to improve instruction to further student learning.

The Formative Evaluation will encourage professional growth through goal setting and will involve the non-classroom teacher and the administrator in cooperative discussions and planning and will encourage collegial interaction in the accomplishment of the goals.

Formative Evaluation is a voluntary procedure for any employee who has had four (4) consecutive years of complete satisfactory evaluations, as per RCW 28A.405.100. A satisfactory Summative Evaluation will be one which has each of the evaluative criteria judged as satisfactory.

As per RCW 28A.405.100, the employer or evaluator may require the Summative Evaluation be conducted for that school year. Prior to December 15, an evaluator may return a teacher to the Summative Track if the evaluator can show cause.

#### **11.9.A. Timeline**

1. Any employee who qualifies and wishes to be on the Formative Evaluation will inform the building administrator, or building administrator's designee, between May 15 of the preceding school year and September 10 of the current school year in which the employee plans to use the Formative Evaluation.
2. First 45 Days of School: Initial meeting will take place between the employee and evaluator to develop annual goal(s) (utilizing Appendix A18).

3. January/February: A second meeting will occur in order to discuss collaboratively the progress on goal attainment, and to refine and update any need for resources (utilizing Appendix A19).
4. By May 15: A final meeting will be held to analyze data and to evaluate the success of the goal(s) (utilizing Appendix A19).
5. Those staff on the Formative Evaluation will be observed for a 30-minute minimum period of time and a summary of this observation will become part of the employee's personnel file. (See Appendix A19)

### **11.9.B. Formative Goal Development**

Employees who wish to be on the Formative Evaluation will develop with the building administrator, or designee, mutually agreed upon goals. Goals, developed from the following areas, should be consistent with building and district goals and be designed to promote and individual's professional growth and improve student achievement.

- Instructional Program Goals: Goals related to effective professional activities
- Student Goals: Goals related to desired student outcomes
- Program Goals: Goals related to curriculum development and committee involvement
- Personal and/or Professional Goals: Goals which are personally and/or professionally related
- Other Goals

Although some goal setting, in the formative cycle, may be based on information gathered in the Summative Cycle, information may not pass from the Formative to the Summative in order to ensure the employees take risks and try new things. It is conceivable that all stated goals may not be reached in a given year for a variety of circumstances, and analysis of such circumstances can also be a learning experience. Attainment of some goals may take more than one year.

### **11.9.C. Formative Files**

Formative files may be maintained by both the employee and administrator, and they may contain the following:

- Annual goals
- Notes from meetings
- Resources needed
- Data gathering methods
- Data, if applicable

At the end of each year the employee will retain all formative files and information collected. The building principal, or designee, should disseminate information on resources, ideas, and conferences which have a bearing on goal attainment.

Research shows that there are varying strategies, learning styles, and lesson plan formats. Experimentation and flexibility are encouraged in developing goals to promote professional growth.

Peer involvement is heartily encouraged. Employees may elect to use colleagues in observations, data collecting, or as collaborators. Employees may choose to work in teams, department groups or grade levels for goal setting and attainment. The principal or designee acts as a coach, observer, facilitator, and/or data collector. The principal or his/her designee will verify that state statute requirements have been met by routine school contact with the employee.

#### **11.9.D. Return of Employee to Summative Evaluation Process from Formative Evaluation Process**

As per RCW 28A.405.100, the employer or evaluatee may require that the Summative Evaluation be conducted for that school year.

If the employee wishes to participate in the Summative Evaluation process, he/she shall provide notice on or before December 15 of that school year. If the supervisor has concerns regarding the employee's performance based on evaluation criteria in this Agreement, the employee may be returned to the Summative Evaluation, provided the supervisor has notified the employee of the performance concerns and has completed, and documented, at a minimum, one thirty-minute observation of the employee and provided the supervisor notifies the employee of this decision on or before December 15 of that school year.

#### **11.9.E. Required Assistance**

The principal or the evaluator may require the employee to take in-service training provided by the District in the area of skills needing improvement and may require the employee to have a mentor for purpose of achieving such improvement. In such cases, the District shall pay for any assistance the District requires.

### **Section 11.10: Provisional Employees – Classroom Teachers and Non- Classroom Teachers**

Provisional non-classroom teachers shall be evaluated using the Summative Evaluation procedures. Provisional classroom teachers shall be evaluated using the Comprehensive Evaluation procedures. The entire period of provisional employment with the District will be a time for review of the provisional employee's performance. During this time, the provisional employee may be non-renewed without being placed on probation.

Before non-renewing a first (or applicable second or third) year provisional employee, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies outside of a formal probation. The efforts shall include an attempt to develop a mutually agreeable

written plan designed to improve the employee's effectiveness in the deficient area(s). In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., coordinators, department heads, school psychologist, fellow teachers) to provide assistance in improving performance.

### **Section 11.11: Probation – Classroom Teachers and Non-Classroom Teachers**

At any time after October 15, a non-provisional employee, whose work is judged not satisfactory based on the evaluation and scoring criteria, shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. A classroom teacher's work is judge not satisfactory, and therefore triggers probation, when the overall Comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose Comprehensive Summative Evaluation score is below 3 – Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsements assignments consistent with WAC 181-82-110.
- C. In the event that an evaluator determines that the performance of an employee under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  - 1. The evaluation report prepared pursuant to the provisions of Sections 11.5.E or 11.6.J above, and
  - 2. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.
- D. The employee shall have the right to submit to the Superintendent a written statement in regard to the evaluator's report. Said report shall provide the Superintendent with the employee's opinion and/or arguments in regard to the need for probation and/or the recommended remediation plan. Said report shall be submitted within ten (10) days of the receipt of the evaluator's report.
- E. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days, any time after October 15. Days may be added to if deemed necessary to complete a program for improvement and to evaluate the employee's performance, as long as the probationary period is concluded before May 15<sup>th</sup> or the same school year. The probationary period may be extended into the following school year in the case of a classroom teacher if the teacher has five (5) or more years of teaching

experience and has a Comprehensive Summative Evaluation performance rating as of May 15<sup>th</sup> of less than level 2. At the time the employee is placed on probation, the Association and the employee shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the evaluation framework;
2. A suggested specific and reasonable program for improvement that includes the specific evaluative criteria which must be met, the assistance that will be provided, the timeline expectations, and the measures and benchmarks which will be used to determine the employee's success or failure; and
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.

F. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet the probationary employee at least twice a month to supervise and make a written evaluation of the progress, if any, made by the employee, and shall provide copies of any other documentation gathered between meetings.
4. The probationary employee must be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. The evaluator may authorize one additional certificated employee (not within the bargaining unit) to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, a probationary classroom teacher may request that an additional certificated employee evaluator become part of the probationary process, and the request must be implemented by including an additional experience evaluator assigned by the ESD and selected from a list of evaluation specialists compiled by the ESD. Any such request for an additional evaluator shall be made in writing by the 5<sup>th</sup> day of the probationary period.
6. 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.

- a. A classroom teacher must be removed from probation if he/she has demonstrated improvement that results in a new Comprehensive Summative Evaluation performance rating of level 2 or above for a teacher with five (5) or fewer years of experience or of level 3 or above for a teacher of more than five (5) years of experience.
- b. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

G. Evaluator's Post-Probation Report

- 1. Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:
  - 2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  - 3. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  - 4. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and the action should be taken to discharge or non-renew the employment contract of the employee.

H. Action by the Superintendent

- 1. Following a review of the report submitted pursuant to paragraph H above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

**Section 11.12: Discharge**

- A. When a continuing contract classroom teacher with more than five (5) years of experience receives a Comprehensive Summative Evaluation rating below 2 – Basic for two (2) consecutive years, the District shall, within ten (10) calendar days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of discharge as provided in RCW.28A.405.300 and notify the Association.
- B. The employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

### **Section 11.13: Documentation**

- A. Only the Summative Evaluation Report and any attached employee documents shall be included in the employee's personnel file.
- B. Employees shall not be required to use an electronic evaluation tool.
- C. Employees who have used an electronic evaluation tool shall have access to their account in subsequent years.
- D. Employees shall not be required to share personal assessment information utilized within the electronic evaluation tool.
- E. Any and all data entered into an electronic evaluation tool shall be considered confidential, provided, however, that if the District receives a public records disclosure request encompassing any such data and determines disclosing such information is or may be required by law, before releasing the data it will notify the teacher and the Association in writing and provide a reasonable opportunity for them to pursue a court order if they wish to seek to enjoin the disclosure.

### **Section 11.14: Evaluation Results**

- A. Evaluation results shall be used:
  - 1. To acknowledge, recognize, and encourage excellence in professional performance.
  - 2. To document the level of performance by an employee of his/her assigned duties.
  - 3. To identify specific areas in which the employee may need improvement according to the criteria included on the evaluation instrument.
  - 4. To document performance by an employee judged unsatisfactory based on the District evaluation criteria.
- B. Evaluation results shall not be:
  - 1. Shared or published with any employee identifying information, provided, however, that if the District receives a public records disclosure request encompassing any such data and determines disclosing such information is or may be required by law, before releasing the data it will notify the employee and the Association in writing and provide a reasonable opportunity for them to pursue a court order if they wish to seek to enjoin the disclosure.
  - 2. Shared or published without notification to the individual and Association.
  - 3. Used to determine any type of base or additional compensation.
  - 4. Used to solely determine assignment, placement, or job status.

## Appendix A1 – TPEP FORMS

### Teacher Self-Assessment Worksheet Organized by Washington State Evaluation Criteria

Name  
School

Evaluator  
Date

Use this form to summarize where you see yourself in each category. This will be used to formulate your professional Growth areas. Refer to the teacher evaluation rubric for each criterion for more detail.

Please use the following rating scale:

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

<b>C1</b>	
<b>Centering instruction on high expectations for student achievement.</b>	
<b>P1:</b> Learning target(s) connected to standards	
<b>P4:</b> Communication of learning target(s)	
<b>P5:</b> Success criteria	
<b>CEC2:</b> Learning routines	
Overall Rating	

<b>C2</b>	
<b>Demonstrating effective teaching practices.</b>	
<b>SE1:</b> Quality of questioning	
<b>SE4:</b> Opportunity and support for participation and meaning making	
<b>SE5:</b> Student talk	
<b>CP5:</b> Use of scaffolds	
Overall Rating	

<b>C3</b>	
<b>Recognizing individual student learning needs and developing strategies to address those needs.</b>	
<b>SE2:</b> Ownership of learning	
<b>SE3:</b> Capitalizing on students' strengths	
<b>CP4:</b> Differentiated instruction for students	
<b>A4:</b> Teacher use of formative assessments	
Overall Rating	

<b>C4</b>	
<b>Providing clear and intentional focus on subject matter content and curriculum.</b>	
<b>P2:</b> Lessons connected to previous and future lessons, broader purpose and transferable skill	
<b>CP1:</b> Alignment of instructional materials and tasks	
<b>CP2:</b> Teacher knowledge of content	
<b>CP3:</b> Discipline-specific teaching approaches	
<b>P3:</b> Design of performance task	
Overall Rating	

<b>C5</b>	
<b>Fostering and managing a safe, positive learning environment.</b>	
<b>CEC1:</b> Classroom arrangement and resources	
<b>CEC3:</b> Use of learning time	
<b>CEC4:</b> Student status	
<b>CEC5:</b> Norms for learning	
Overall Rating	

<b>C6</b>	
<b>Using multiple student data elements to modify instruction and improve student learning.</b>	
<b>A1:</b> Student self-assessment	
<b>A2:</b> Student use of formative assessments over time	
<b>A3:</b> Quality of formative assessment methods	
<b>A5:</b> Collection systems for formative assessment	
Overall Rating	

<b>C7</b>	
<b>Communicating and collaborating with parents and the school community.</b>	
<b>PCC2:</b> Communication and collaboration with parents and guardians	
<b>PCC3:</b> Communication within the school community about student progress	
Overall Rating	

<b>C8</b>	
<b>Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</b>	
<b>PCC1:</b> Collaboration with peers and administrators to improve student learning	
<b>PCC4:</b> Support of school, district, and state curricula, policies and initiatives	
<b>PCC5:</b> Ethics and advocacy	
Overall Rating	

**Lynden School District**

**Pre-Observation Conference Form**

Teacher:

Observer:

Class to be observed:

Date of Observation:

Time:

**PURPOSE:** What are the standard(s) and learning target(s) of the lesson? How do the standard(s) and learning target(s) relate to the ongoing work in the classroom? How does the learning target clearly communicate what students will know and be able to do as a result of the lesson?

--

**STUDENT ENGAGEMENT:** What specific strategies and structures are planned to facilitate participation and meaning-making by all students (small group work, partner talk, writing, etc.)? What is the level of the intellectual work in which students will be engaged (recall, procedure, inference, analysis, synthesis, meta-cognition)?

--

**CURRICULUM & PEDAGOGY:** How does the learning reflect authentic ways of reading, writing, thinking and reasoning in this discipline? How do you plan to scaffold the learning to provide all students with access to the intellectual work? How do you plan to differentiate instruction for students with different learning needs?

--

**ASSESSMENT FOR STUDENT LEARNING:** How do you plan to provide opportunities for all students to demonstrate learning? How will you use multiple forms of assessment to inform instruction? How do you plan to gather information about student learning?

--

**CLASSROOM ENVIRONMENT & CULTURE:** How will the physical arrangement of the classroom, as well as the availability of resources, purposefully support and scaffold student learning? What systems and routines will you use to facilitate student ownership and independence?

--

**SPECIAL INFORMATION/CIRCUMSTANCES:** Briefly describe the students in this class, including those with special needs. Are there any circumstances or students you want to make me aware of?

--

**COLLECTION OF DATA/FEEDBACK:** Is there any specific feedback you want? Is there anything specific you would like me to observe?

--

**Lynden School District**  
**Comprehensive Evaluation Form**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ School: \_\_\_\_\_

Criterion 1: Centering instruction on high expectations for student achievement					
Indicators	Unsatisfactory	Basic	Proficient	Distinguished	Add scores from all of the columns to get overall rating range
	1	2	3	4	
P1: Learning target(s) connected to standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
P4: Communication of learning target(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
P5: Success criteria	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
CEC2: Learning routines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					

Overall Rating Range	4-7	8-10	11-13	14-16	Criterion 1 Score (1-4)
Using the range, indicate the level of performance for this criterion					<input type="text"/>

Evidence and comments:

Criterion 2: Demonstrating effective teaching practices					
Indicators	Unsatisfactory	Basic	Proficient	Distinguished	Add scores from all of the columns to get overall rating range
	1	2	3	4	
SE1: Quality of questioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SE4: Opportunity and support for participation and meaning making	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SE5: Student talk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
CP5: Use of scaffolds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					

Overall Rating Range	4-7	8-10	11-13	14-16	Criterion 2 Score (1-4)
Using the range, indicate the level of performance for this criterion					<input type="text"/>

Evidence and comments:

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs						
Indicators	Unsatisfactory	Basic	Proficient	Distinguished	Add scores from all of the columns to get overall rating range	
	1	2	3	4		
SE2: Ownership of learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
SE3: Capitalizing on students' strengths	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
CP4: Differentiated instruction for students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
A4: Teacher use of formative assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Enter "total score" under each column						

Overall Rating Range	4-7	8-10	11-13	14-16	Criterion 3 Score (1-4)
Using the range, indicate the level of performance for this criterion					<input type="text"/>
Evidence and comments:					

Criterion 4: Provide clear and intentional focus on subject matter, content and curriculum						
Indicators	Unsatisfactory	Basic	Proficient	Distinguished	Add scores from all of the columns to get overall rating range	
	1	2	3	4		
P2: Lessons connected to previous and future lessons, broader purpose and transferable skill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
CP1: Alignment of instructional materials and tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
CP2: Teacher knowledge of content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
CP3: Discipline-specific teaching approaches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
P3: Design of performance task	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Enter "total score" under each column						

Overall Rating Range	5-9	10-12	13-17	18-20	Criterion 4 Score (1-4)
Using the range, indicate the level of performance for this criterion					<input type="text"/>
Evidence and comments:					

**Criterion 5: Fostering and managing a safe, positive learning experience**

Indicators	Unsatisfactory	Basic	Proficient	Distinguished	Add scores from all of the columns to get overall rating range
	1	2	3	4	
CEC1: Classroom arrangement and resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
CEC3: Use of learning time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
CEC4: Student status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
CEC5: Norms for learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					

Overall Rating Range	4-7	8-10	11-13	14-16	Criterion 5 Score (1-4)
Using the range, indicate the level of performance for this criterion					<input type="text"/>

Evidence and comments:

**Criterion 6: Using multiple data elements to modify instruction and improve student learning**

Indicators	Unsatisfactory	Basic	Proficient	Distinguished	Add scores from all of the columns to get overall rating range
	1	2	3	4	
A1: Student self-assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A2: Student use of formative assessments over time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A3: Quality of formative assessment methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A5: Collection systems for formative assessment data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					

Overall Rating Range	4-7	8-10	11-13	14-16	Criterion 6 Score (1-4)
Using the range, indicate the level of performance for this criterion					<input type="text"/>

Evidence and comments:

Criterion 7: Communicating and collaborating with parents and the school community					
Indicators	Unsatisfactory	Basic	Proficient	Distinguished	Add scores from all of the columns to get overall rating range
	1	2	3	4	
PCC2: Communication and collaboration with parents and guardians	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PCC3: Communication within the school community about student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					

Overall Rating Range	2-3	4-5	6	7-8	Criterion 7 Score (1-4)
Using the range, indicate the level of performance for this criterion					

Evidence and comments:

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning					
Indicators	Unsatisfactory	Basic	Proficient	Distinguished	Add scores from all of the columns to get overall rating range
	1	2	3	4	
PCC1: Collaboration with peers and administrators to improve student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PCC4: Support of school, district, and state curricula, policies and initiatives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PCC5: Ethics and advocacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					

Overall Rating Range	3-6	7-9	10-13	13-15	Criterion 8 Score (1-4)
Using the range, indicate the level of performance for this criterion					

Evidence and comments:

<b>Student Growth Rubric Scores</b>				
	Unsatisfactory	Basic	Proficient	Distinguished
	1	2	3	4
<b>C3 Recognizing individual student learning needs and developing strategies to address those needs</b>				
SG 3.1 Establishes student growth goal(s)				
SG 3.2 Achievement of student growth goal(s)				
<b>C6 Using multiple student data elements to modify instruction and improve student learning</b>				
SG 6.1 Establish student growth goal(s)				
SG 6.2 Achievement of student growth goal(s)				
<b>C8 Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</b>				
SG 8.1 Establish team student growth goal(s)				
Enter "total score" under each column				
<b>Overall Rating Range (Circle One):</b>	Low 5-12	Average 13-17	High 18-20	

Evidence and comments:

**Lynden School District**

**Post-Observation Conference Form**

Teacher:

Observer:

Class to be observed:

Date of Observation:

Time:

**PURPOSE:** What are the standard(s) and learning target(s) of the lesson? How do the standard(s) and learning target(s) relate to the ongoing work in the classroom? How does the learning target clearly communicate what students will know and be able to do as a result of the lesson?

--

**STUDENT ENGAGEMENT:** Where was the locus of control over learning throughout the lesson? What did the student talk reveal about the nature of their thinking? How was participation and meaning-making distributed throughout the lesson? Is there any new learning for you about Student Engagement?

--

**CURRICULUM & PEDAGOGY:** How did the scaffolding work to provide all students with access to the intellectual work? How well did you intentionally use strategies to help students learn content and transferable skills? Is there any new learning for you about Curriculum and Pedagogy?

--

**ASSESSMENT FOR STUDENT LEARNING:** How successful were students on the performance task(s) criteria? How did you adjust instruction based on in-the-moment assessment? Is there any new learning for you about Assessment for Student Learning?

--

**CLASSROOM ENVIRONMENT & CULTURE:** How well did the relationships (teacher-student, student-student) support learning? What did the discourse and interactions reveal about what is valued in the classroom? Is there any new learning for you about Classroom Environment and Culture?

--

**NEXT STEPS:** What are areas for growth in your teaching practice?

--

**Lynden School District**

Formal Classroom Observation – Post Conference Summary

Teacher:

Date of Observation:

Evidence from lesson

Areas for Focus

Teacher's signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator's signature \_\_\_\_\_ Date \_\_\_\_\_

**Lynden School District**  
**Final Comprehensive Evaluation Form**

<b>Employee:</b>	<b>School:</b>	<b>School Year:</b>
------------------	----------------	---------------------

**Description of Assignment/Responsibilities:**

**Observation Record:** *A minimum of two (2) observations totaling 60 minutes*

Date	Class	Length (min)	Activity

**Summary of Criterion Scores:** *Enter the overall rating in the table below for each criterion:*

Criterion	1	2	3	4	5	6	7	8	Sum	Rating
Score										
Unsatisfactory: 8-12		Basic: 13- 20			Proficient: 21 -28			Distinguished: 29-32		

**Student Growth Impact Rating:** *Combine the 5 student growth rubric components from criteria 3, 6, and 8:*

Criterion	3.1	3.2	6.1	6.2	8.1	Sum	Rating
Score							
Low: 5-12				Average: 13 - 17			High: 18 - 20

**Final Evaluation Rating:** *Based on "Summary Criterion Score" and "Student Growth Impact Rating"*

<b>Criterion</b>	Unsat	Unsat	Unsat	Basic	Basic	Basic	Pro	Pro	Pro	Dist	Dist	Dist
<b>Growth</b>	Low	Avg	High	Low	Avg	High	Low	Avg	High	Low	Avg	High
<b>OVERALL Score</b>	Unsat*	Unsat	Unsat	Basic*	Basic	Basic	Pro*	Pro	Pro	Pro*	Dist	Dist

*\*Student Growth Inquiry must be conducted in all cases of "Low" student growth*

**Summary Notes:**

**Date:** \_\_\_\_\_ **Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Evaluatee:** \_\_\_\_\_

<u>Final Summative Rating</u>	<u>Student Growth Rating</u>	<u>Overall Rating/ Action Required</u>
Distinguished	Low	Final Evaluation Rating: Proficient • <i>Student Growth Inquiry</i> in areas of low student achievement
Distinguished	Average or High	Final Evaluation Rating: Distinguished
Basic or Proficient	Low, Average, or High	Final Evaluation Rating: Same as Final Summative Rating • <i>Student Growth Inquiry</i> in areas of low student achievement
Unsatisfactory	High	Final Evaluation Rating reviewed by evaluator *All unsatisfactory ratings require a Plan

## Lynden School District

### Focused Evaluation Procedures

The purpose of the focused evaluation is to support professional growth. The Focused Evaluation Option (FEO) 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, s/he will be evaluated using the FEO. The teacher can stay on the FEO for three (3) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation on or before five (5) days following the first formal observation.

The following is a brief overview of the Focused Evaluation:

1. One of the 8 criteria must be assessed in every year a comprehensive is not required.
2. For each option below, the final criterion score, which includes the student growth components, will be considered the final summative score. The scores for each of the components in the criteria and the selected student growth measures are added together to create the final summative score. (there is no student growth impact rating on the focused evaluation)
3. The selected criterion/professional growth activity shall be proposed by the teacher at the first pre-observation conference but must be approved by the evaluator.
4. A group of teachers may choose to focus on the same evaluation criteria and share professional growth activities. No individual shall be required to work on a shared goal.
5. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process.

Teachers must select one of the following options:

#### Option 1

- Educator selects either criterion 3, 6, or 8 and the accompanying student growth indicators for the selected criterion.

#### Option 2

- Educator selects either criterion 1, 2, 4, 5, or 7 and the educator will also to select student growth indicators for criterion 3 or 6. The total of the criterion and the student growth indicators will be used to calculate the final summative rating.



## Certificated Teacher Focused Summative Scoring Document Criterion 1: UW-CEL 5D+

Teacher: \_\_\_\_\_ Grade Level(s): \_\_\_\_\_

District/School: \_\_\_\_\_ School Year: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

### Criteria 1: Centering instruction on high expectations for student achievement

		Unsatisfactory	Basic	Proficient	Distinguished		
		1	2	3	4		
P1 : Learning target(s) connected to standards							
P4: Communication of learning target(s)							
P5: Success criteria							
CEC2: Learning routines							
<b>Student Growth:</b>		Use EITHER 3 or 6. → DO NOT USE BOTH ←					
<b>Student Growth Criteria 3:</b> Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)						
	3.2: Achievement of Student Growth Goal(s)						
<b>Student Growth Criteria 6:</b> Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)						
	6.2: Achievement of Student Growth Goal(s)						
It is my judgement that during the evaluation period covered in this report, the certificated employee's overall performance has been as noted:							
<input type="checkbox"/> Unsatisfactory (1) 6 - 10 <input type="checkbox"/> Basic (2) 11 - 15 <input type="checkbox"/> Proficient (3) 16 - 20 <input type="checkbox"/> Distinguished (4) 21 - 24							
Evaluator Signature: _____ Date: _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"><b>Criterion Score</b></td> <td style="width: 50px; height: 40px; text-align: center; vertical-align: middle;"> <div style="font-size: 2em; font-weight: bold;">→</div> </td> </tr> </table> <p style="font-size: 0.8em; margin-top: 5px;">Both signatures required. Signing of instrument acknowledges participation is but not necessarily concurrence with the evaluation.</p> <p style="font-size: 0.7em; margin-top: 5px;">(Evaluator may include attachments with scoring documentation. Teacher may attach comments if desired.)</p>				<b>Criterion Score</b>	<div style="font-size: 2em; font-weight: bold;">→</div>
<b>Criterion Score</b>	<div style="font-size: 2em; font-weight: bold;">→</div>						
Employee Signature: _____ Date: _____							



## Certificated Teacher Focused Summative Scoring Document Criterion 2: UW-CEL 5D+

**Teacher:** \_\_\_\_\_ **Grade Level(s):** \_\_\_\_\_  
**District/School:** \_\_\_\_\_ **School Year:** \_\_\_\_\_  
**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Criterion 2: Demonstrating effective teaching practices

		Unsatisfactory	Basic	Proficient	Distinguished
		1	2	3	4
SE1: Quality of questioning					
SE4: Opportunity and support for participation and meaning making					
SE5: Student talk					
CP5: Use of scaffolds					
<b>Student Growth:</b>		Use EITHER 3 or 6. → DO NOT USE BOTH ←			
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)				
	3.2: Achievement of Student Growth Goal(s)				
Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)				
	6.2: Achievement of Student Growth Goal(s)				
<p style="text-align: center;">It is my judgement that during the evaluation period covered in this report, the certificated employee's overall performance has been as noted:</p> <p> <input type="checkbox"/> Unsatisfactory (1) 6 - 10               <input type="checkbox"/> Basic (2) 11 - 15               <input type="checkbox"/> Proficient (3) 16 - 20               <input type="checkbox"/> Distinguished (4) 21 - 24         </p> <p> <b>Evaluator Signature:</b> _____ <b>Date:</b> _____  <b>Employee Signature:</b> _____ <b>Date:</b> _____         </p>		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Criterion Score</b> </div> <div style="font-size: 2em; margin-left: 10px;">→</div>			
<p><small>Both signatures required. Signing of instrument acknowledges participation in but not necessarily concurrence with the evaluation.</small></p> <p><small>(Evaluator may include attachments with scoring documentation. Teacher may attach comments if desired.)</small></p>					



## Certificated Teacher Focused Summative Scoring Document Criterion 3: UW-CEL 5D+

Teacher: \_\_\_\_\_ Grade Level(s): \_\_\_\_\_  
 District/School: \_\_\_\_\_ School Year: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

### Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs

	Unsatisfactory	Basic	Proficient	Distinguished
	1	2	3	4
SE2: Ownership of learning				
SE3: Capitalizing on students' strengths				
CP4: Differentiated instruction for students				
A4: Teacher use of formative assessments				
<b>Student Growth</b>				
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)			
	3.2: Achievement of Student Growth Goal(s)			
<p style="text-align: center;">It is my judgement that during the evaluation period covered in this report, the certificated employee's overall performance has been as noted:</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <input type="checkbox"/> Unsatisfactory (1) 6 - 10         </div> <div style="text-align: center;"> <input type="checkbox"/> Basic (2) 11 - 15         </div> <div style="text-align: center;"> <input type="checkbox"/> Proficient (3) 16 - 20         </div> <div style="text-align: center;"> <input type="checkbox"/> Distinguished (4) 21 - 24         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>Evaluator Signature: _____</p> <p>Employee Signature: _____</p> </div> <div style="width: 45%;"> <p>Date: _____</p> <p>Date: _____</p> </div> </div>				
			<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Criterion Score</b> </div> <div style="font-size: 2em; margin-left: 10px;">→</div>	<p style="font-size: 0.8em;">Both signatures required. Signing of instrument acknowledges participation in but not necessarily concurrence with the evaluation.</p> <p style="font-size: 0.7em; margin-top: 5px;"><i>(Evaluator may include attachments with scoring documentation. Teacher may attach comments if desired.)</i></p>



## Certificated Teacher Focused Summative Scoring Document Criterion 4: UW-CEL 5D+

**Teacher:** \_\_\_\_\_ **Grade Level(s):** \_\_\_\_\_  
**District/School:** \_\_\_\_\_ **School Year:** \_\_\_\_\_  
**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Criterion 4: Providing clear and intentional focus on subject matter content and curriculum

	Unsatisfactory	Basic	Proficient	Distinguished
	1	2	3	4
P2: Lessons connected to previous and future lessons, broader purpose and transferable skill				
CP1: Alignment of instructional materials and tasks				
CP2: Teacher knowledge of content				
CP3: Discipline-specific teaching approaches				
P3: Design of performance task				
<b>Student Growth: Use EITHER 3 or 6. → DO NOT USE BOTH ←</b>				
<b>Student Growth Criteria 3:</b> Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)			
	3.2: Achievement of Student Growth Goal(s)			
<b>Student Growth Criteria 6:</b> Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)			
	6.2: Achievement of Student Growth Goal(s)			
It is my judgement that during the evaluation period covered in this report, the certificated employee's overall performance has been as noted: <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished <b>(1) 7 - 11</b> <b>(2) 12 - 17</b> <b>(3) 18 - 23</b> <b>(4) 24 - 28</b> <b>Evaluator Signature:</b> _____ <b>Date:</b> _____  <b>Employee Signature:</b> _____ <b>Date:</b> _____			<b>Criterion Score</b> <div style="font-size: 2em; margin: 0;">→</div>	Both signatures required. Signing of instrument acknowledges participation in but not necessarily concurrence with the evaluation. (Evaluator may include attachments with scoring documentation. Teacher may attach comments if desired.)
Certificated Teacher Focused Evaluation - Criterion 4 - 9.7.17				



## Certificated Teacher Focused Summative Scoring Document Criterion 5: UW-CEL 5D+

Teacher: \_\_\_\_\_ Grade Level(s): \_\_\_\_\_

District/School: \_\_\_\_\_ School Year: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

### Criterion 5: Fostering and managing a safe, positive learning environment

		Unsatisfactory	Basic	Proficient	Distinguished		
		1	2	3	4		
CEC1: Classroom arrangement and resources							
CEC3: Use of learning time							
CEC4: Student status							
CEC5: Norms for learning							
<b>Student Growth:</b>		<b>Use EITHER 3 or 6. → DO NOT USE BOTH ←</b>					
<b>Student Growth Criteria 3:</b> Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)						
	3.2: Achievement of Student Growth Goal(s)						
<b>Student Growth Criteria 6:</b> Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)						
	6.2: Achievement of Student Growth Goal(s)						
It is my judgement that during the evaluation period covered in this report, the certificated employee's overall performance has been as noted: <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished (1) 6 - 10    (2) 11 - 15    (3) 16 - 20    (4) 21 - 24 Evaluator Signature: _____ Date: _____ Employee Signature: _____ Date: _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"><b>Criterion Score</b> →</td> <td style="width: 50px; height: 30px;"></td> </tr> </table> <p style="font-size: small; margin-top: 5px;">Both signatures required. Signing of instrument acknowledges participation in but not necessarily concurrence with the evaluation. <i>(Evaluator may include attachments with scoring documentation. Teacher may attach comments if desired.)</i></p>				<b>Criterion Score</b> →	
<b>Criterion Score</b> →							
Certificated Teacher Focused Evaluation – Criterion 5 – 9.7.17							



## Certificated Teacher Focused Summative Scoring Document Criterion 6: UW-CEL 5D+

**Teacher:** \_\_\_\_\_ **Grade Level(s):** \_\_\_\_\_  
**District/School:** \_\_\_\_\_ **School Year:** \_\_\_\_\_  
**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Criterion 6: Using multiple student data elements to modify instruction and improve student learning

	Unsatisfactory	Basic	Proficient	Distinguished		
	1	2	3	4		
<b>A1: Student self-assessment</b>						
<b>A2: Student use of formative assessments over time</b>						
<b>A3: Quality of formative assessment methods</b>						
<b>A5: Collection systems for formative assessment data</b>						
<b>Student Growth</b>						
<b>Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)</b>	<b>6.1 Establish Student Growth Goal(s)</b>					
	<b>6.2: Achievement of Student Growth Goal(s)</b>					
It is my judgement that during the evaluation period covered in this report, the certificated employee's overall performance has been as noted:  <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished <b>(1) 6 - 10    (2) 11 - 15    (3) 16 - 20    (4) 21 - 24</b>  <b>Evaluator Signature:</b> _____ <b>Date:</b> _____  <b>Employee Signature:</b> _____ <b>Date:</b> _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #f2f2f2;"> <th style="text-align: center; padding: 5px;">Criterion Score</th> <th style="width: 50px; height: 40px;"></th> </tr> </table> <p style="font-size: small; margin-top: 5px;">Both signatures required. Signing of instrument acknowledges participation in but not necessarily concurrence with the evaluation.</p> <p style="font-size: x-small; margin-top: 5px;"><i>(Evaluator may include attachments with scoring documentation. Teacher may attach comments if desired.)</i></p>		Criterion Score	
Criterion Score						



## Certificated Teacher Focused Summative Scoring Document Criterion 7: UW-CEL 5D+

**Teacher:** \_\_\_\_\_ **Grade Level(s):** \_\_\_\_\_  
**District/School:** \_\_\_\_\_ **School Year:** \_\_\_\_\_  
**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Criterion 7: Communicating and collaborating with parents and the school community

		Unsatisfactory	Basic	Proficient	Distinguished		
		1	2	3	4		
PCC2: Communication and collaboration with parents and guardians							
PCC3: Communication within the school community about student progress							
<b>Student Growth:</b>		<b>Use EITHER 3 or 6. → DO NOT USE BOTH ←</b>					
<b>Student Growth Criteria 3:</b> Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)						
	3.2: Achievement of Student Growth Goal(s)						
<b>Student Growth Criteria 6:</b> Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)						
	6.2: Achievement of Student Growth Goal(s)						
It is my judgement that during the evaluation period covered in this report, the certificated employee's overall performance has been as noted: <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished (1) 4 - 7    (2) 8 - 10    (3) 11 - 13    (4) 14 - 16 Evaluator Signature: _____ Date: _____  Employee Signature: _____ Date: _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #ccc; padding: 5px;"><b>Criterion Score</b></td> <td style="width: 50px; height: 40px;"></td> </tr> </table> <p style="font-size: small; margin-top: 5px;">Both signatures required. Signing of instrument acknowledges participation in but not necessarily concurrence with the evaluation.</p> <p style="font-size: x-small; margin-top: 5px;">[Evaluator may include attachments with scoring documentation. Teacher may attach comments if desired.]</p>				<b>Criterion Score</b>	
<b>Criterion Score</b>							



## Certificated Teacher Focused Summative Scoring Document Criterion 8: UW-CEL 5D+

**Teacher:** \_\_\_\_\_ **Grade Level(s):** \_\_\_\_\_  
**District/School:** \_\_\_\_\_ **School Year:** \_\_\_\_\_  
**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning

	Unsatisfactory	Basic	Proficient	Distinguished
	1	2	3	4
PCC1: Collaboration with peers and administrators to improve student learning				
PCC4: Support of school, district, and state curricula, policies and initiatives				
PCC5: Ethics and advocacy				
<b>Student Growth</b>				
<b>Student Growth Criteria B: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</b>	<b>B.1: Establish Team Student Growth Goal(s)</b>			
<p style="text-align: center;">It is my judgement that during the evaluation period covered in this report, the certificated employee's overall performance has been as noted:</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <input type="checkbox"/> Unsatisfactory (1) 4 - 7         </div> <div style="text-align: center;"> <input type="checkbox"/> Basic (2) 8 - 10         </div> <div style="text-align: center;"> <input type="checkbox"/> Proficient (3) 11 - 13         </div> <div style="text-align: center;"> <input type="checkbox"/> Distinguished (4) 14 - 16         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <b>Evaluator Signature:</b>            _____         </div> <div style="width: 45%;"> <b>Date:</b>            _____         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <b>Employee Signature:</b>            _____         </div> <div style="width: 45%;"> <b>Date:</b>            _____         </div> </div>				
		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Criterion Score</b> </div> <div style="font-size: 2em; margin-left: 10px;">➔</div> <div style="border: 1px solid black; width: 40px; height: 40px; display: inline-block; margin-left: 10px;"></div>	<p style="font-size: 0.8em;">Both signatures required. Signing of instrument acknowledges participation in but not necessarily concurrence with the evaluation.</p> <p style="font-size: 0.7em; margin-top: 5px;">(Evaluator may include attachments with scoring documentation. Teacher may attach comments if desired.)</p>	

## Lynden School District Teacher Evaluation

### Summative Focused Evaluation Report

<b>Employee:</b>	<b>School:</b>	<b>School Year:</b>
------------------	----------------	---------------------

**Description of Assignment/Responsibilities:**

**Observation Record:** *A minimum of two (2) observations totaling 60 minutes*

Date	Class	Length (min)	Activity

**Selected Criterion:** \_\_\_\_\_

- *If 3, 6, or 8 is selected use the associated student growth components.*
- *If 1, 2, 4, 5, or 7 is selected educator must also select student growth component from 3 or 6.*

**Selected Criterion Scores:** *Enter the Criterion name and each indicator name and score. Include Student Growth Components.*

<i>Selected Criterion:</i>	Score

**Final Evaluation Rating based on indicators from the Criterion Score Rubric and Student Growth Rating**

*Overall rating range is dependent upon selected Criterion and Student Growth components*

Unsatisfactory	Basic	Proficient	Distinguished

**Date:** \_\_\_\_\_ **Evaluator:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Evaluatee:** \_\_\_\_\_

**Range for 4 indicators**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>4-7</b>	<b>8-10</b>	<b>11-13</b>	<b>14-16</b>

**Range for 5 indicators**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>5-9</b>	<b>10-12</b>	<b>13-17</b>	<b>18-20</b>

**Range for 6 indicators**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>6-10</b>	<b>11-15</b>	<b>16-20</b>	<b>21-24</b>

**Range for 7 indicators**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>7-11</b>	<b>12-17</b>	<b>18-23</b>	<b>24-28</b>

**Range for 8 indicators**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>8-13</b>	<b>14-19</b>	<b>20-26</b>	<b>27-32</b>

## Lynden School District – Walkthrough Observation Form

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**What I Noticed:**

**What I Wondered:**

Code	Indicator	Code	Indicator
P1	Learning target(s) connected to standards	A1	Student self-assessment
P2	Lessons connected to previous and future lessons, broader purpose and transferable skill	A2	Student use of formative assessment over time
P3	Design of performance task	A3	Quality of formative assessment methods
P4	Communication of learning target(s)	A4	Teacher use of formative assessments
P5	Success criteria	A5	Collection systems for formative assessment data
SE1	Quality of questioning	CEC1	Classroom arrangement and resources
SE2	Ownership of learning	CEC2	Learning routines
SE3	Capitalizing on students' strengths	CEC3	Use of learning time
SE4	Opportunity and support for participation and meaning making	CEC4	Student status
SE5	Student Talk	CEC5	Norms for learning
CP1	Alignment of instructional materials and tasks	PCC1	Collaboration with peers and administrators to improve student progress
CP2	Teacher knowledge of content	PCC2	Communication and collaboration with parents and guardians
CP3	Discipline-specific teaching approaches	PCC3	Communication with the school community about student progress
CP4	Differentiated instruction for students	PCC4	Support of school, district and state curricula, policies and initiatives
CP5	Use of scaffolds	PCC5	Ethics and advocacy



**Appendix A3 - Continuing Certificated Employee Contract**

IT IS HEREBY AGREED by and between the Board of Directors of Lynden School District No 504 of Whatcom County, Washington, hereinafter referred to as the DISTRICT, and «FirstName» «LastName», Social Security No. SS», Certificate No. «Cert», hereinafter referred to as the EMPLOYEE, that said Employee Shall, as found in the minutes of the Board meeting held on the <day> of <month/yr>, shall perform assigned professional services as «Specific Teaching Assignment» in the public schools of District. Employment is for the < -- > school year, which shall include «Days» days of service exclusive of holidays and vacations («FTE»), and shall commence on <date>. Included in the one hundred eighty (180) days of service are 0 days designated and funded by the State Legislature as “Learning Improvement Days” (LID). Employee shall be subject to reassignment of duties by the Superintendent of Schools of District, subject to the limitations specified by statute.

IN CONSIDERATION for the faithful performance of assigned duties, the employee shall receive an annual salary of «TotSal»). Said salary is computed on the basis of 180 (1.0 FTE) contract days for regular employees for the school year. If the number of contract days specified for this employee is less or more than that of regular employee, the annual salary shall be prorated. Sick leave will be allowed as provided in RCW 28A.58.100, and as set forth in rules and regulations of the Board of Directors. Said salary shall be paid in **twelve (12)** installments commencing on or before the first day of **October**, then, following on or before the first day of each succeeding calendar month unless mutually agreed otherwise by the Employee and the District. Employee’s entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of the Employee’s entitlement.

**SALARY DETAIL**

	<b>Degree</b>	<b>Credits</b>	<b>Years</b>
	<b>«Deg»</b>	<b>«Cr»</b>	<b>«Yra»</b>
Basic Salary «BasicSalary»			
Ext Term/Spec Assign «ExtSpe» «Note»			
Total Salary «TotSal»			

THIS CONTRACT shall not become effective: (1) unless the employee signs and returns the contract without modification to the District Superintendent’s office on or before <date>; (2) until successful completion of a criminal background check; and (3) until Employee registers with the District Superintendent’s office (a) a valid teaching or other certificate required by law as a condition to Employee’s performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. The employee further affirms that he or she is not bound by any other contract which might interfere with the performance of duties.

<b>BY ORDER OF THE BOARD OF DIRECTORS</b>	<b>EMPLOYEE</b>
<b>LYNDEN SCHOOL DISTRICT #504</b>	
BY: _____	BY: _____
Superintendent	Date
Date	
	«FirstName» «LastName»
	«Address»
	«City», «St» «Zip»

## Appendix A4 - Provisional Certificated Employee Contract

IT IS UNDERSTOOD AND AGREED by the undersigned "Provisional Certificated Employee" that this is a non-continuing one-year Provisional Employment Contract in accordance with the provisions of RCW 28A.405.220 and that the Probation Provision of RCW 28A.405.100 and the Non-Renewal Provisions of RCW 28A.405.210 and Chapter 28A.645 RCW shall not apply to this "Provisional Employee" Contract.

IT IS FURTHER UNDERSTOOD AND AGREED that the undersigned "Provisional Employee" does not acquire an expectancy of re-employment by the District by virtue of this Contract nor does the District make any promises herein or otherwise with respect to any such re-employment following expiration of this one-year "Provisional Employee" Contract.

IT IS HEREBY AGREED by and between the Board of Directors of Lynden School District No 504 of Whatcom County, Washington, hereinafter referred to as the DISTRICT, and «**FirstName**» «**LastName**», Social Security No. «**SS**», Certificate No. «**Cert**», hereinafter referred to as the EMPLOYEE that said Employee Shall, as found in the minutes of the Board meeting held on the <day/month/yr>, shall perform assigned professional services as «**Specific Teaching Assignment**» in the public schools of District. Employment is for the < -- > school year, which shall include «**Days**» days of service exclusive of holidays and vacations («**FTE**»), and shall commence on <date>. Included in the one hundred eighty (180) days of service are 0 days designated and funded by the State Legislature as "Learning Improvement Days" (LID). Employee shall be subject to reassignment of duties by the Superintendent of Schools of District subject to the limitations specified by statute.

IN CONSIDERATION for the faithful performance of assigned duties, the employee shall receive an annual salary of («**TotSal**»). Said salary is computed on the basis of 180 (1.0 FTE) contract days for regular employees for the school year. If the number of contract days specified for this employee is less or more than that of regular employee, the annual salary shall be prorated. Sick leave will be allowed as provided in RCW 28A.58.100, and as set forth in rules and regulations of the Board of Directors. Said salary shall be paid in **twelve (12)** installments commencing on or before the first day of **October**, then, following on or before the first day of each succeeding calendar month unless mutually agreed otherwise by the Employee and the District. Employee's entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of the Employee's entitlement.

### Salary Detail

	Degree	Credits	Years
	« <b>Deg</b> »	« <b>Cr</b> »	« <b>Yra</b> »
Basic Salary	« <b>BasicSalary</b> »		
Ext Term/Spec Assign	« <b>ExtSpe</b> » « <b>Note</b> »		
Total Salary	« <b>TotSal</b> »		

THIS CONTRACT shall not become effective: (1) unless the employee signs and returns the contract without modification to the District Superintendent's office on or before <date>; (2) until successful completion of a criminal background check; and (3) until Employee registers with the District Superintendent's office (a) a valid teaching or other certificate required by law as a condition to Employee's performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. The employee further affirms that he or she is not bound by any other contract which might interfere with the performance of duties.

### BY ORDER OF THE BOARD OF DIRECTORS

LYNDEN SCHOOL DISTRICT #504

EMPLOYEE

BY: \_\_\_\_\_  
 Superintendent Date

BY: \_\_\_\_\_  
 Date

«**FirstName**» «**LastName**»  
 «**Address**»  
 «**City**», «**St**» «**Zip**»

**Appendix A5 - Non-Continuing Contract To Replace  
Employee on Leave**

IT IS UNDERSTOOD AND AGREED by the undersigned certificated employee that this is a non- continuing Replacement Employment Contract for a period not exceeding one-year in accordance with the provisions of RCW 28A.405.900 and for the sole purpose of replacing certificated employee of the District who has been granted sabbatical, regular or other leave by the District and that this contract shall terminate upon the expiration of said leave period or a period of one- year whichever event occurs first.

IT IS FURTHER UNDERSTOOD AND AGREED that the undersigned “Replacement Employee” does not acquire an expectancy of re-employment by the District by virtue of this Contract nor does the District make any promises herein or otherwise with respect to re-employment of said employee following expiration of this “Replacement Employee” contract.

IT IS HEREBY AGREED by and between the Board of Directors of Lynden School District No 504 of Whatcom County, Washington, hereinafter referred to as the DISTRICT, and <firstname> <lastname> Social Security No. <ss>, Certificate No. <cert>, hereinafter referred to as the EMPLOYEE, that said Employee Shall, as found in the minutes of the Board meeting held on the <day> of <month/yr>, shall perform assigned professional services as <Specific Teaching Assignment> in the public schools of District. Employment is for the < -- > school year, which shall include <days> days of service exclusive of holidays and vacations (<FTE>), and shall commence on <date>. Included in the one hundred eighty (180) days of service are 0 days designated and funded by the State Legislature as “Learning Improvement Days” (LID). Employee shall be subject to reassignment of duties by the Superintendent of Schools of District, subject to the limitations specified by statute.

IN CONSIDERATION for the faithful performance of assigned duties, the employee shall receive an annual salary of (<totsal>). Said salary is computed on the basis of 180 (1.0 FTE) contract days for regular employees for the school year. If the number of contract days specified for this employee is less or more than that of regular employee, the annual salary shall be prorated. Sick leave will be allowed as provided in RCW 28A.58.100, and as set forth in rules and regulations of the Board of Directors. Said salary shall be paid in **twelve (12)** installments commencing on or before the first day of October, then, following on or before the first day of each succeeding calendar month unless mutually agreed otherwise by the Employee and the District. Employee’s entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of the Employee’s entitlement.

**Salary Detail**

		<b>Degree</b>	<b>Credits Years</b>	
		<b>&lt;Deg&gt;</b>	<b>&lt;Cr&gt;</b>	<b>&lt;Yra&gt;</b>
Basic Salary	<b>&lt;BasicSalary&gt;</b>			
Ext Term/Spec Assign	<b>&lt;ExtSpe&gt;</b>	<b>&lt;Note&gt;</b>		
Total Salary				
<b>&lt;TotSal&gt;</b>				

THIS CONTRACT shall not become effective: (1) unless the employee signs and returns the contract without modification to the District Superintendent’s office on or before <date>; (2) until successful completion of a criminal background check; and (3) until Employee registers with the District Superintendent’s office (a) a valid teaching or other certificate required by law as a condition to Employee’s performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. The employee further affirms that he or she is not bound by any other contract which might interfere with the performance of duties.

**BY ORDER OF THE BOARD OF DIRECTORS**

**LYNDEN SCHOOL DISTRICT #504**

**EMPLOYEE**

BY:  
Superintendent

Date

BY:

**Appendix A5**

**Appendix A6 - Certificated Employee Non-Continuing Contract  
for Retire-Rehire Employee**

IT IS UNDERSTOOD AND AGREED by the undersigned "Retire-Rehire Employee" that this is a non- continuing one-year Employment Contract in accordance with the provisions of RCW 28A.405.900 and that the Probation Provision of RCW 28A.405.100 and the Non-Renewal Provisions of RCW 28A.405.210 and Chapter 28A.645 RCW shall not apply to this "Retire-Rehire Employee" Contract.

IT IS FURTHER UNDERSTOOD AND AGREED that the undersigned "Retire-Rehire Employee" does not acquire an expectancy of re-employment by the District by virtue of this Contract nor does the District make any promises herein or otherwise with respect to any such re-employment following expiration of this one-year Contract.

IT IS HEREBY AGREED by and between the Board of Directors of Lynden School District No 504 of Whatcom County, Washington, hereinafter referred to as the DISTRICT, and «**firstname**» «**lastname**» Social Security No «**ss**», Certificate No.«**cert**», hereinafter referred to as the EMPLOYEE, that said Employee Shall, as found in the minutes of the Board meeting held on the <**day**> of <**month/yr**>, shall perform assigned professional services as «**Specific Teaching Assignment**» in the public schools of District. Employment is for the < -- > school year, which shall include «**days**» days of service exclusive of holidays and vacations («**FTE**») and shall commence on <**date**>. Included in the one hundred eighty (180) days of service are 0 days designated and funded by the State Legislature as "Learning Improvement Days" (LID). Employee shall be subject to reassignment of duties by the Superintendent of Schools of District, subject to the limitations specified by statute.

IN CONSIDERATION for the faithful performance of assigned duties, the employee shall receive an annual salary of («**totsal**»). Said salary is computed on the basis of 180 (1.0 FTE) contract days for regular employees for the school year. If the number of contract days specified for this employee is less or more than that of regular employee, the annual salary shall be prorated. Sick leave will be allowed as provided in RCW 28A.58.100, and as set forth in rules and regulations of the Board of Directors. Said salary shall be paid in **twelve (12)** installments commencing on or before the first day of **October**, then, following on or before the first day of each succeeding calendar month unless mutually agreed otherwise by the Employee and the District. Employee's entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of the Employee's entitlement.

**Salary Detail**

	<b>Degree</b>	<b>Credits</b>	<b>Years</b>
	<b>«Deg»</b>	<b>«Cr»</b>	<b>«Yra»</b>
Basic Salary	<b>«BasicSalary»</b>		
Ext Term/Spec Assign	<b>«ExtSpe»</b>	<b>«Note»</b>	
Total Salary	<b>«TotSal»</b>		

THIS CONTRACT shall not become effective: (1) unless the employee signs and returns the contract without modification to the District Superintendent's office on or before <**date**>; (2) until successful completion of a criminal background check; and (3) until Employee registers with the District Superintendent's office (a) a valid teaching or other certificate required by law as a condition to Employee's performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. The employee further affirms that he or she is not bound by any other contract which might interfere with the performance of duties.

**BY ORDER OF THE BOARD OF DIRECTORS  
LYNDEN SCHOOL DISTRICT #504 EMPLOYEE**

BY:		BY:
Superintendent	Date	Date
«FirstName»		«LastName»
«Address»		
«City»,	«St»	«Zip»

**Appendix A7 - Addendum to Certificated Employee's Contract**

Name: \_\_\_\_\_

The certificated employee's contract previously entered into by the undersigned is hereby amended, as follows:

DEGREE	CREDITS	EXPERIENCE	ANNUAL SALARY

\_\_\_\_\_  
 Superintendent – Secretary/Clerk of the Board Date  
 Lynden School District

\_\_\_\_\_  
 Employee Signature Date

Contracts are issued in duplicate. Please sign and return all copies to the Superintendent's Office.

**Appendix A8 - Extended Duty Schedule**

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<u>POSITION</u>	<u>COMPENSATION</u>
Vocational Agriculture	Forty (40) Days
Home Economic Extended Learning	Nineteen (19) Days
Vocational Business	Fifteen (15) Days
High School Counselors	Eight (8) Days
Psychologist	Ten (10) Days
Vocational Technical	Eight (8) Days
High School Librarian	Ten (10) Days
School Nurse	Six (6) Days

All additional compensated days for extended duty are based on a 1.0 FTE teaching assignment. This schedule will be prorated for less than 1.0 FTE teaching assignments.

## Appendix A9- Extra-Curricular Salary Schedule

These are stipends with no increments.

Prior year, IPD plus District >>>>>>	5.20%
Athletic Director	\$11,046
Elementary Music	\$1,593
Facilities Rental Coordinator	\$5,260
HS Annual Advisor	\$2,630
HS Athletic Trainer	\$6,161
HS Band	\$4,278
HS Choir	\$3,185
HS CTE Director	\$7,194
HS Department Head	\$316
HS Jazz Band	\$2,414
HS Jazz Band, Zero Hour, Semester 1	\$1,578
HS Jazz Band, Zero Hour, Semester 2	\$1,578
HS Pep Band	\$3,000
HS Pep Band, Post Season, Fall	\$1,000
HS Pep Band, Post Season, Winter	\$1,000
HS Weight Training, Zero Hour, Semester 1	\$1,578
HS Weight Training, Zero Hour, Semester 2	\$1,578
MS Art Club	\$592
MS Art Show	\$592
MS Band	\$2,139
MS Choir	\$1,593
MS Jazz Band	\$1,208

During this contract period, music teacher stipend descriptions will be developed in conjunction with building principals, music teachers, and district administration.

# Appendix A10 - Salary Schedule

CERTIFICATED SALARY 2023-2024  
 PLT DAYS: 8/28, 8/29, 11/09, 1/26/24

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	Ph.D. MA+90	Base	PLT	TOTAL
0	\$60,273	\$61,900	\$63,587	\$65,279	\$70,702	\$72,261	\$77,687	\$81,184			
	\$1,339	\$1,376	\$1,413	\$1,451	\$1,571	\$1,606	\$1,726	\$1,804			
	<b>\$61,612</b>	<b>\$63,276</b>	<b>\$65,000</b>	<b>\$66,729</b>	<b>\$72,273</b>	<b>\$73,867</b>	<b>\$79,413</b>	<b>\$82,988</b>			
1	\$61,085	\$62,736	\$64,444	\$66,208	\$71,688	\$73,066	\$78,546	\$82,019			
	\$1,357	\$1,394	\$1,432	\$1,471	\$1,593	\$1,624	\$1,745	\$1,823			
	<b>\$62,443</b>	<b>\$64,130</b>	<b>\$65,876</b>	<b>\$67,679</b>	<b>\$73,281</b>	<b>\$74,690</b>	<b>\$80,292</b>	<b>\$83,841</b>			
2	\$61,858	\$63,524	\$65,250	\$67,150	\$72,616	\$73,874	\$79,338	\$82,851			
	\$1,375	\$1,412	\$1,450	\$1,492	\$1,614	\$1,642	\$1,763	\$1,841			
	<b>\$63,233</b>	<b>\$64,936</b>	<b>\$66,700</b>	<b>\$68,642</b>	<b>\$74,230</b>	<b>\$75,516</b>	<b>\$81,101</b>	<b>\$84,692</b>			
3	\$62,656	\$64,336	\$66,081	\$68,043	\$73,498	\$74,642	\$80,091	\$83,689			
	\$1,392	\$1,430	\$1,468	\$1,512	\$1,633	\$1,659	\$1,780	\$1,860			
	<b>\$64,048</b>	<b>\$65,766</b>	<b>\$67,550</b>	<b>\$69,555</b>	<b>\$75,132</b>	<b>\$76,301</b>	<b>\$81,871</b>	<b>\$85,549</b>			
4	\$63,436	\$65,191	\$66,947	\$68,975	\$74,463	\$75,445	\$80,931	\$84,555			
	\$1,410	\$1,449	\$1,488	\$1,533	\$1,655	\$1,677	\$1,798	\$1,879			
	<b>\$64,845</b>	<b>\$66,640</b>	<b>\$68,435</b>	<b>\$70,508</b>	<b>\$76,117</b>	<b>\$77,121</b>	<b>\$82,729</b>	<b>\$86,434</b>			
5	\$64,242	\$66,006	\$67,779	\$69,922	\$75,388	\$76,263	\$81,729	\$85,423			
	\$1,428	\$1,467	\$1,506	\$1,554	\$1,675	\$1,695	\$1,816	\$1,898			
	<b>\$65,670</b>	<b>\$67,473</b>	<b>\$69,285</b>	<b>\$71,476</b>	<b>\$77,063</b>	<b>\$77,957</b>	<b>\$83,546</b>	<b>\$87,321</b>			
6	\$65,071	\$66,798	\$68,631	\$70,880	\$76,319	\$77,098	\$82,540	\$86,251			
	\$1,446	\$1,484	\$1,525	\$1,575	\$1,696	\$1,713	\$1,834	\$1,917			
	<b>\$66,517</b>	<b>\$68,282</b>	<b>\$70,156</b>	<b>\$72,455</b>	<b>\$78,015</b>	<b>\$78,812</b>	<b>\$84,375</b>	<b>\$88,168</b>			
7	\$66,530	\$68,282	\$70,138	\$72,509	\$78,030	\$78,667	\$84,185	\$88,004			
	\$1,478	\$1,517	\$1,559	\$1,611	\$1,734	\$1,748	\$1,871	\$1,956			
	<b>\$68,009</b>	<b>\$69,799</b>	<b>\$71,697</b>	<b>\$74,121</b>	<b>\$79,764</b>	<b>\$80,415</b>	<b>\$86,056</b>	<b>\$89,960</b>			
8	\$68,663	\$70,510	\$72,412	\$74,978	\$80,575	\$81,134	\$86,730	\$90,686			
	\$1,526	\$1,567	\$1,609	\$1,666	\$1,791	\$1,803	\$1,927	\$2,015			
	<b>\$70,188</b>	<b>\$72,077</b>	<b>\$74,021</b>	<b>\$76,645</b>	<b>\$82,365</b>	<b>\$82,937</b>	<b>\$88,657</b>	<b>\$92,701</b>			
9	\$68,663	\$72,818	\$74,815	\$77,474	\$83,200	\$83,628	\$89,356	\$93,449			
	\$1,526	\$1,618	\$1,663	\$1,722	\$1,849	\$1,858	\$1,986	\$2,077			
	<b>\$70,188</b>	<b>\$74,436</b>	<b>\$76,477</b>	<b>\$79,196</b>	<b>\$85,049</b>	<b>\$85,487</b>	<b>\$91,342</b>	<b>\$95,526</b>			
10	\$68,663	\$72,818	\$77,246	\$80,097	\$85,900	\$86,253	\$92,058	\$96,282			
	\$1,526	\$1,618	\$1,717	\$1,780	\$1,909	\$1,917	\$2,046	\$2,140			
	<b>\$70,188</b>	<b>\$74,436</b>	<b>\$78,962</b>	<b>\$81,877</b>	<b>\$87,809</b>	<b>\$88,170</b>	<b>\$94,104</b>	<b>\$98,422</b>			
11	\$68,663	\$72,818	\$77,246	\$82,797	\$88,725	\$88,953	\$94,883	\$99,194			
	\$1,526	\$1,618	\$1,717	\$1,840	\$1,972	\$1,977	\$2,109	\$2,204			
	<b>\$70,188</b>	<b>\$74,436</b>	<b>\$78,962</b>	<b>\$84,637</b>	<b>\$90,697</b>	<b>\$90,930</b>	<b>\$96,991</b>	<b>\$101,398</b>			
12	\$68,663	\$72,818	\$77,246	\$85,412	\$91,629	\$91,761	\$97,785	\$102,228			
	\$1,526	\$1,618	\$1,717	\$1,898	\$2,036	\$2,039	\$2,173	\$2,272			
	<b>\$70,188</b>	<b>\$74,436</b>	<b>\$78,962</b>	<b>\$87,310</b>	<b>\$93,665</b>	<b>\$93,801</b>	<b>\$99,958</b>	<b>\$104,499</b>			
13	\$68,663	\$72,818	\$77,246	\$85,412	\$96,387	\$96,451	\$102,660	\$107,320			
	\$1,526	\$1,618	\$1,717	\$1,898	\$2,142	\$2,143	\$2,281	\$2,385			
	<b>\$70,188</b>	<b>\$74,436</b>	<b>\$78,962</b>	<b>\$87,310</b>	<b>\$98,529</b>	<b>\$98,594</b>	<b>\$104,941</b>	<b>\$109,705</b>			
14	\$68,663	\$72,818	\$77,246	\$85,412	\$99,431	\$99,498	\$105,903	\$110,603			
	\$1,526	\$1,618	\$1,717	\$1,898	\$2,210	\$2,211	\$2,353	\$2,458			
	<b>\$70,188</b>	<b>\$74,436</b>	<b>\$78,962</b>	<b>\$87,310</b>	<b>\$101,641</b>	<b>\$101,709</b>	<b>\$108,256</b>	<b>\$113,061</b>			
15	\$68,663	\$72,818	\$77,246	\$85,412	\$102,019	\$102,085	\$108,656	\$113,479			
	\$1,526	\$1,618	\$1,717	\$1,898	\$2,267	\$2,269	\$2,415	\$2,522			
	<b>\$70,188</b>	<b>\$74,436</b>	<b>\$78,962</b>	<b>\$87,310</b>	<b>\$104,286</b>	<b>\$104,353</b>	<b>\$111,070</b>	<b>\$116,001</b>			
16 +	\$68,663	\$72,818	\$77,246	\$85,412	\$106,949	\$107,018	\$113,907	\$118,785			
	\$1,526	\$1,618	\$1,717	\$1,898	\$2,377	\$2,378	\$2,531	\$2,822			
	<b>\$70,188</b>	<b>\$74,436</b>	<b>\$78,962</b>	<b>\$87,310</b>	<b>\$109,326</b>	<b>\$109,396</b>	<b>\$116,439</b>	<b>\$121,607</b>			

For credits earned after the BA degree but before the MA degree:  
 Any credits in excess of 45 may be counted after the MA degree.

*Note: Due to rounding in Skyward, actual salary may be +/- \$1.00*

## Appendix A10 - Salary Schedule (Extra Pay)

CERTIFICATED SALARY 2023-2024  
**PLT DAYS: 8/28, 8/29, 11/09, 1/26/24**

Lynden Education Association 23/24 Extra Pay Schedule, Hourly							
Yrs	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45
0	\$37.64	\$38.66	\$39.71	\$40.77	\$44.15	\$45.13	\$48.51
1	\$38.15	\$39.18	\$40.24	\$41.35	\$44.77	\$45.63	\$49.05
2	\$38.63	\$39.67	\$40.75	\$41.93	\$45.35	\$46.13	\$49.55
3	\$39.13	\$40.18	\$41.27	\$42.49	\$45.90	\$46.61	\$50.02
4	\$39.62	\$40.71	\$41.81	\$43.08	\$46.50	\$47.12	\$50.54
5	\$40.12	\$41.22	\$42.33	\$43.66	\$47.08	\$47.62	\$51.04
6	\$40.64	\$41.72	\$42.86	\$44.26	\$47.66	\$48.15	\$51.55
7	\$41.55	\$42.64	\$43.80	\$45.28	\$48.73	\$49.13	\$52.57
8	\$42.88	\$44.03	\$45.22	\$46.82	\$50.32	\$50.67	\$54.16
9	\$42.88	\$45.47	\$46.72	\$48.38	\$51.96	\$52.23	\$55.80
10	\$42.88	\$45.47	\$48.24	\$50.02	\$53.64	\$53.86	\$57.49
11	\$42.88	\$45.47	\$48.24	\$51.70	\$55.41	\$55.55	\$59.25
12	\$42.88	\$45.47	\$48.24	\$53.34	\$57.22	\$57.30	\$61.07
13	\$42.88	\$45.47	\$48.24	\$53.34	\$59.08	\$59.12	\$62.92
14	\$42.88	\$45.47	\$48.24	\$53.34	\$60.94	\$60.99	\$64.91
15	\$42.88	\$45.47	\$48.24	\$53.34	\$62.53	\$62.57	\$66.60
16	\$42.88	\$45.47	\$48.24	\$53.34	\$63.78	\$63.82	\$67.93

## Appendix A11 - Complaint by the Aggrieved

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Form Distribution:      Association Representative  
                                 Immediate Supervisor  
                                 Association  
                                 Grievant

*(Type or Print)*

Aggrieved Person	Date of Formal Presentation
Home Address	Telephone
School	Subject Area or Grade
Immediate Supervisor	Years in School System
Association President	

**STATEMENT OF GRIEVANCE:**

**RELIEF SOUGHT:**

Signature of Aggrieved

**Appendix A12 - Decision of School Principal or Immediate Supervisor**

Form Distribution: Association Representative  
Immediate Supervisor  
Association  
Grievant

*(Type or Print)*

\_\_\_\_\_

Aggrieved Person

\_\_\_\_\_

Date of Formal Presentation

\_\_\_\_\_

School Principal or Immediate Supervisor

\_\_\_\_\_

School

**DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:**

\_\_\_\_\_

Date of Decision

\_\_\_\_\_

Signature of School Principal or Immediate Supervisor

**AGGRIEVED PERSON'S RESPONSE:**

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the Superintendent for review.

\_\_\_\_\_

Date of Response

\_\_\_\_\_

Signature of Aggrieved

**Appendix A13 - Decision by Superintendent**

Form Distribution:      Association  
                                 Grievant

*(To be completed by the Superintendent within 10 days after receipt of the grievance)*

\_\_\_\_\_

Aggrieved Person

\_\_\_\_\_

Date of Oral Presentation

\_\_\_\_\_

Date of Appeal Received by Superintendent

\_\_\_\_\_

Date of Hearing Held By Superintendent

**DECISION OF SUPERINTENDENT AND REASONS THEREFORE:**

\_\_\_\_\_

Date of Decision Signature of Superintendent

**AGGRIEVED PERSON'S RESPONSE:**

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I do not accept the above decision.

\_\_\_\_\_

Date of Decision Signature of Aggrieved

**Appendix A14 - Determination Regarding Arbitration**

Form Distribution: Association  
Superintendent  
Grievant

*(To be completed by the Association President and Executive Board within 5 days of the receipt of request from aggrieved.)*

_____	_____
Aggrieved Person	Date of Formal Presentation
_____	_____
Association President	Date of Request Received for Arbitration

**DETERMINATION BY ASSOCIATION**

- The Association, through its designated bodies, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system.
  
- The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

_____	_____
Date of Determination	Signature of Association President

**SELECTION OF THE ARBITRATOR**

*(To be completed by the Superintendent and Association President within 10 days after the request for arbitration.)*

The parties have agreed upon and selected \_\_\_\_\_ as the arbitrator to whom the appended grievance is hereby submitted.

_____	_____
Date of Determination	Signature of Superintendent

_____	_____
Date of Determination	Signature of Association President

**Appendix A15 - Determination of Arbitrator**

Form Distribution:      Association  
                                 Superintendent  
                                 Grievant

*(To be completed by the Arbitrator within 20 days after close of hearings)*

\_\_\_\_\_

Arbitrator

\_\_\_\_\_

Date of Formal Presentation

\_\_\_\_\_

Aggrieved Person

\_\_\_\_\_

Date of Request for Arbitration

\_\_\_\_\_

Date(s) of Arbitrator's Meeting(s)

**DECISION OF ARBITRATOR AND REASONS THEREFORE**  
*(Decision shall be final and binding to grievant and the Board.)*

**Appendix A16 - Summative Classroom Observation Summary**

Name \_\_\_\_\_ Date of Observation \_\_\_\_\_

Date of Pre-Conference \_\_\_\_\_ Date of Post Conference \_\_\_\_\_

I. Classroom Climate/Interest in Teaching Pupils

\_\_\_\_\_

II. Planning & Organization

\_\_\_\_\_

\_\_\_\_\_

III. Instruction

\_\_\_\_\_

\_\_\_\_\_

IV. Classroom Management Skills

\_\_\_\_\_

\_\_\_\_\_

V. Professional Preparation and Knowledge of Subject Matter

\_\_\_\_\_

\_\_\_\_\_

VI. Effort Toward Improvement

\_\_\_\_\_

\_\_\_\_\_

COMMENDATIONS

\_\_\_\_\_

RECOMMENDATIONS

\_\_\_\_\_

\_\_\_\_\_

Signature of Teacher

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Observer

\_\_\_\_\_

Date

**Appendix A17 - Certificated Summative Evaluation Form**

Name \_\_\_\_\_ Type of Evaluation: \_\_\_\_\_

School \_\_\_\_\_ Annual

Assignment (Specify if less than full time): \_\_\_\_\_ 90 Day

\_\_\_\_\_ Other

Date of post observation conference \_\_\_\_\_

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the duration indicated as

follows: \_\_\_\_\_

**CRITERIA**

**SATISFACTORY/UNSATISFACTORY**

(Refer to the pages 49-42 for specific indicators) (Ratings must be made in each)

Classroom Climate/Interest in Teaching Pupils \_\_\_\_\_

Planning \_\_\_\_\_

Instruction \_\_\_\_\_

Classroom Management \_\_\_\_\_

Professional Preparation and Knowledge of Subject Matter \_\_\_\_\_

Effort Toward Improvement \_\_\_\_\_

It is my judgment based upon adopted criteria that this staff member's overall performance has been

satisfactory  unsatisfactory during the evaluation period

Date \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_ Evaluator's Position \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

Statement by Evaluated Staff attached:  Yes  No

Copy to: Staff Member, Evaluator, Superintendent/Personnel File





**Appendix A19 – Non-Classroom Teachers Observation  
Summary (Annual)**

FORMATIVE TRACK

Name of Certificated Staff: \_\_\_\_\_

Subject Area(s): \_\_\_\_\_

Date of Observations (s): \_\_\_\_\_

Length of Observations(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is my judgment, based upon adopted criteria, that this staff member's overall performance meets or exceeds minimum state competencies.

\_\_\_\_\_

Date

\_\_\_\_\_

Observer's Signature/Position

My signature below indicates that I have seen this summary. It does not necessarily indicate agreement with the observer's statements.

\_\_\_\_\_

Date

\_\_\_\_\_

Teacher's Signature

**Statement by Observed Staff attached:**  yes  no

Copy to Staff Member, Evaluator, Superintendent/Personnel File

**Appendix A20 – Summative Evaluation of Non-Classroom**

Name: \_\_\_\_\_

Type of Evaluation:

School: \_\_\_\_\_

\_\_\_\_\_ Annual

Assignment: \_\_\_\_\_

\_\_\_\_\_ Other

(Specify if less than full-time)

It is my judgment, based upon adopted criteria that this staff member’s overall performance has been  Satisfactory  Unsatisfactory.

\_\_\_\_\_ Date  
 \_\_\_\_\_ Evaluator’s Signature

This evaluation is based in whole or in part upon observations for the purpose of evaluation which, occurred on the dates and for the duration indicated as follows:

CRITERIA	Satisfactory/Unsatisfactory
Knowledge and scholarship in special field	(Ratings must be made in each category) _____
Specialized skills	_____
Management of special and technical environment	_____
The support person as a professional	_____
Involvement in assisting pupils	_____

**ADDITIONAL COMMENTS**

\_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_ Date

\_\_\_\_\_ Certificated Support Person Signature

Statement by appraisee attached:  Yes  No

Copy to: Staff member, Evaluator, Superintendent/Personnel File

Summative Evaluations of Non-Classroom Teachers (continued)

(+) Satisfactory; (-) Needs Improvement; (Blank space) Not rated or Not Applicable; (U) Unsatisfactory

- 1. Knowledge and Scholarship in Special Field:** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. She/he demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

Performance Indicators:

- \_\_\_\_\_ 1.1 Provides a theoretical rationale for the use of various procedures
- \_\_\_\_\_ 1.2 Demonstrates understanding of the basic principles of human growth and development.
- \_\_\_\_\_ 1.3 Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
- \_\_\_\_\_ 1.4 Relates and applies knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

Comments:

- 2. Specialized Skills:** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Performance Indicators:

- \_\_\_\_\_ 2.1 Designs and conducts a program providing specific and unique services within the individual's specific discipline.
- \_\_\_\_\_ 2.2 Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student:
- \_\_\_\_\_ 2.21 To help students integrate and assimilate data
- \_\_\_\_\_ 2.22 To help others involved with the student interpret and use data appropriately and accurately
- \_\_\_\_\_ 2.23 To help other specialists by providing case study materials
- \_\_\_\_\_ 2.3 Administers assessment procedures or to organize and prepare those who will administer assessment procedures.
- \_\_\_\_\_ 2.4 Demonstrates ability to assist teachers and administrators integrate specialized information into the regular curricular program.
- \_\_\_\_\_ 2.5 Involvement in assisting pupils, parents, and educational personnel. Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
- \_\_\_\_\_ 2.6 Consults with other staff, school personnel, and parents concerning the development, coordination, and/or extension of services to those needing specialized programs.
- \_\_\_\_\_ 2.7 Plans and develops support programs to serve the preventive and developmental needs of the school population and the special needs for some students.
- \_\_\_\_\_ 2.8 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communications.

Comments:

- 3. Management of Special and Technical Environment:** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized program.

Performance Indicators:

- \_\_\_\_\_ 3.1 Selects or recommends testing and non-testing devices, materials, equipment appropriate to student needs.
- \_\_\_\_\_ 3.2 Demonstrates the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.
- \_\_\_\_\_ 3.3 Uses comparative and interpretive data.
- \_\_\_\_\_ 3.4 Creates an environment which provides privacy and protects student and family information as mandated by code of ethics, federal and state regulations, and local school district policies.

Comments:

- 4. The Support Person as a Professional:** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Performance Indicators:

- \_\_\_\_\_ 4.1 Demonstrates awareness of the law as it relates to area of specialization.
- \_\_\_\_\_ 4.2 Demonstrates awareness of responsibilities to students, parents, and other educational personnel.
- \_\_\_\_\_ 4.3 Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

Comments:

- 5. Involvement in Assisting Pupils, Parents, and Educational Personnel:** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

**6.**

Performance Indicators:

- \_\_\_\_\_ 5.1 Consults with other staff, school personnel, and parents concerning the development, coordination and/or extension of services to those needing specialized programs.
- \_\_\_\_\_ 5.2 Plans and develops support programs to serve the preventive and developmental needs of the school population and the special needs of some students.
- \_\_\_\_\_ 5.3 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication.

Comments:

## Appendix A21 – Evaluation of Certificated Guidance Counselor

Below are listed the five evaluative criteria which the Lynden School District will use as a minimum basis for evaluating the performance of certificated school guidance counselors. Under each criterion are listed a number of indicators which may serve as a basis for determining the extent to which the counselor is actually addressing the criterion.

**I. Counseling Philosophy and Scholarship:** The Counselor demonstrates a depth and breadth of knowledge of theory and content in school counseling and guidance. He/she demonstrates an understanding of and knowledge about common school education and the educational environment, and demonstrates the ability to integrate the counseling guidance program into the total school setting.

### Performance Indicators

- A. Provides a theoretical rationale for the use of various procedures;
- B. Demonstrates understanding of the basic principles of human growth and development;
- C. Demonstrates awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals;
- D. Relate and apply knowledge, research findings and theory deriving counseling and guidance to the development of a program of services.

**II. Specialized Counseling and Guidance Skills:** The counselor demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

### Performance Indicators

- A. Design and conduct a counseling and guidance program providing specific and unique services;
  - B. Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;
1. To help students integrate and assimilate data;
  2. To help others involved with the student interpret and use data appropriately and accurately;
  3. To help other specialists by providing case study materials;
- C. Administer assessment procedures or to organize and prepare those who will administer assessment procedures;
  - D. Demonstrate ability to assist teachers and administrators integrate specialized information into the regular curricular program;
  - E. Develop goals and objectives consistent with district level goals and objectives which will facilitate the implementation of programs and services.

**III. Management of Counseling and Guidance Environment:** The counselor demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to counseling and guidance.

### Performance Indicators

- A. Recommend testing and non-testing devices, materials, and equipment appropriate to student needs;

- B. Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.
- C. Use comparative and interpretive data;
- D. Create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

**IV. Professional Conduct:** The counselor demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Performance Indicators

- A. Demonstrate awareness of the law as it relates to counseling and guidance;
- B. Demonstrate awareness of responsibilities to students, parents, and other educational personnel;
- C. Demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

**V. Involvement in Assisting Students, Parents, and Educational Personnel:** The counselor demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs and/or personal assistance.

Performance Indicators

- A. Consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing counseling/guidance services;
- B. Plan and develop support programs to serve the preventive and developmental needs of the school population and the special needs for some students;
- C. Interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

**Appendix A22 – Evaluation of Guidance Counselor Report**

Name \_\_\_\_\_

Type of Evaluation:

School \_\_\_\_\_

\_\_\_\_\_ Annual

\_\_\_\_\_ Other

Assignment (Specify if less than full-time): \_\_\_\_\_

It is my judgment, based upon adopted criteria, that this staff member's overall performance has been  Satisfactory  Unsatisfactory.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the duration indicated as

follows: \_\_\_\_\_

**CRITERIA**

**SATISFACTORY/UNSATISFACTORY**

(RATINGS MUST BE MADE IN EACH)

Counseling Philosophy and Scholarship	_____
Specialized Counseling and Guidance Skills	_____
Management of Counseling and Guidance Environment	_____
Professional Conduct	_____
Involvement in Assisting Students	_____

**Additional Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guidance Counselor

Statement by appraisee attached:  yes  no

Copy to: Staff Member, Evaluator, Superintendent/Personnel File

# Appendix B1 – 2023-2024 District Calendar

## 2023-2024 School Calendar



August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug 28 - 29 No School - Teacher Work Days  
 Aug 30 No School - Waiver Day  
 Aug 31 First Day of School for Students 1-12  
 Sep 4 No School - Labor Day  
 Sep 6 First Day of School & Early Release for K & TK  
 Oct 5 - 6 Early Release 6-8 - Conferences  
 Oct 9 No School - Waiver Day  
 Nov 9 No School - Professional Learning Day  
 Nov 10 No School - Veteran's Day  
 Nov 16 - 21 Early Release for K-5 - Conferences  
 Nov 22 Early Release P-12  
 Nov 23 - 24 Thanksgiving Break  
 Dec 18 - Jan 1 Winter Break  
 Jan 15 No School - Martin Luther King, Jr. Day  
 Jan 26 No School - Professional Learning Day  
 Feb 19 No School - Presidents' Day  
 Feb 29 - Mar 1 No School - Mid Winter Break  
 Mar 11 No School - Waiver Day  
 Apr 1 - 5 No School - Spring Break  
 Apr 15 Early Release for 6-8 - Conferences  
 May 17 No School - Waiver Day  
 May 27 No School - Memorial Day  
 Jun 7 High School Graduation  
 Jun 13 Early Release P-12 - Last Day of School  
 Jun 14-18 No School- Weather Make Up Days if needed  
 Jun 19 No School - Juneteenth  
 Jun 20-21 No School- Weather Make Up Days if needed

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School Board Approved April 13, 2023

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*The calendar, as reflected here, is subject to ratification by the Lynden SD Board of Directors and the LEA membership. Current negotiations may result in changes specifically, but not conclusively, relating to where Professional Learning Day and Waiver Days are placed.*

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
April 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**Wednesdays**  
**One Hour Late Arrival for K-12**  
 Except for:  
 September 6th, 13th,  
 November 22nd,  
 June 5th, and June 12th

## Appendix B2 – 2023/2024 PLD/Waiver Days Calendar

23/24 Professional Learning Time				
Date	All	P-5	6-8	9-12
August 28	Professional Learning Day (PLD) #1	District	District	District
August 29	Professional Learning Day (PLD) #2	Individual	3.5 District followed by 3.5 Individual	3.5 District followed by 3.5 Individual
August 30	Waiver Day #1	3.5 District followed by 3.5 Individual	Individual	Individual
October 5-6			Early Dismissal-MS Conferences	
October 9	Waiver Day #2	3.5 District followed by 3.5 Individual	3.5 District followed by 3.5 Individual	3.5 District followed by 3.5 Individual
November 9	Professional Learning Day (PLD) #3	1.5 District, followed by 5.5 individual	1.5 District, followed by 5.5 Individual	District
November 16 - 21		Early Dismissal, K-5 Conferences		
November 22	Early Dismissal for All			
January 26	Professional Learning Day (PLD) #4	5.5 District followed by 1.5 Individual	5.5 District followed by 1.5 Individual	Individual
March 11	Waiver Day #3	3.5 District followed by 3.5 Individual	3.5 District followed by 3.5 Individual	3.5 District followed by 3.5 Individual
April 1-5	Spring Break for All			
April 15			Modified Schedule to accommodate MS spring conferences	
May 17	Waiver Day #4	3.5 District followed by 3.5 Individual	3.5 District followed by 3.5 Individual	3.5 District followed by 3.5 Individual
June 13	Early Release for All-Last Day of School			

**August 30** Elementary Classroom Visit 2:30 – 3:15  
 2.0 Hours District (7:50am-9:50am)  
 1.5 Hours District (1:50-2:20) Classroom visitation preparation (2:30-3:15). Classroom visits.

Both parties recognize that PLD begins with district directed time, followed by individually directed time. It is further recognized that any adjustments to this appendix would follow the process outlined in the collective bargaining agreement under **Section 2.7 Waiver of Agreement Procedures**.

## **Appendix B3 – Guidelines for Presentation of Controversial Issues and Use of Cursory Curriculum Materials**

The School Board and the Association have established contract language which provides for Academic Freedom in the presentation and discussion of controversial issues. The School Board has further established a policy (#2311) related to the use of materials for instructional purposes.

The following guidelines are intended to provide professional employees the important factors to be considered when dealing with controversial issues. They also provide the basis for establishing the appropriateness of cursory materials in the classroom.

### **GUIDELINES:**

1. The professional employee must exercise professional judgment in determining the appropriateness of the issue by using the following questions in preparation of a presentation or discussion.
  - A. Does the issue relate to the established curriculum?
  - B. Can the presentation and discussion be adapted to the maturity level of the students?
  - C. Can the presentation and discussion encourage students in a manner that gives due respect to one another's rights and opinions?
  - D. Can the presentation and discussion be prepared to assure respect from all involved in the positions of others, while also encouraging each student to reach his/her own conclusion(s) on the issue(s).
  
2. Once these questions have been answered affirmatively, the professional employee must insure that the material(s) to be used in the presentation provide for the following:
  - A. A balance of biases (If one article or reading is biased one way, then another article or reading providing an alternate point of view must be presented.)
  - B. Enrichment and support of the curriculum, taking into consideration the varied instructional needs, abilities, interests, and maturity levels of the student served.
  - C. Stimulation of student growth in conceptual thinking, factual knowledge, physical fitness, literary appreciation, aesthetic values, and the development of ethical standards.
  - D. Sufficient variety so as to present opposing views of controversial issues in order that students may develop the skills of critical analysis and informed decision making.
  - E. Contribution to the development of an occupational diversity of American and other world cultures.
  - F. Correspondence with the student learning objectives.

## CHECKLIST FOR BIAS OR CONTROVERSY

The following are items to keep in mind when reviewing possible materials, articles, etc., for presentation to the students on controversial issues. If the following exist, it is strongly recommended that care be taken to insure appropriateness of the material to maturity level, and balance of biases, while remaining sensitive to the democratic and cultural values of our community, and the nation.

- A. Are racially derogatory terms used in the material?
- B. Are there any minority characters portrayed stereotypically?
- C. Does this material contain racial, ethnic, age or sexual bias?
- D. Does this resource contain controversial or sensitive material?
- E. Does this resource contain only the viewpoint of a special interest group?
- F. Does this resource contain passages regarding intimate sexual contact?
- G. Does this resource contain profanity?

Professional employees will review questionable materials prior to their use with the building administration in order to assure the public that we are using a team approach to providing a quality education.

All professional employees are encouraged by the School Board, Administration, and Association to use caution and sound professional judgment in the use of cursory materials.\* Our mission must balance the rights of teachers to teach, and the freedom of speech and inquiry for both students and staff, with the interests of our community in order to maintain broad support for the public schools.

*\* Cursory Materials Definition: Those items not used on a regular instructional basis and which are of interest or value for a short time. Examples might include articles from a newspaper or periodical, timely pamphlets or brochures, etc.*



**Memorandum of Understanding**<sup>117</sup><sub>SEP</sub>  
Between the Lynden Education Association & the Lynden School District

The Lynden School District and the Lynden Education Association hereby agree for the 2023-2024 school year, the two additional, one-time only individually directed professional days will be paid equivalent to the employee's base rate of pay plus PLS stipend divided one hundred eighty-four (184). For example, MA+90, 16 would be paid as follows:  $(\$118,785 + \$2,822) / 184 = \$660.91$ .

This MOU will expire on August 31, 2024.

For the Lynden Education Association:

By: Lina Smit

Date: 10.30.23

For the Lynden School District:

By: M. Mosehell

Date: 10.30.23

**Memorandum of Understanding**  
Between the Lynden Education Association & the Lynden School District

In an effort to meet the interests of the Lynden Education Association (LEA) and the Lynden School District (District), LEA and the District mutually agree to implement the following regarding clock hours,

The District agrees to offer the following minimum amount of clock hours in the years below:

- 2023-24: twelve (12) clock hours a year
- 2024-25: sixteen (16) clock hours a year
- 2025-26: twenty (20) clock hours a year

Methods of offering clock hours shall may include but not be limited to synchronous, in-person or online, asynchronous and/or professional growth plan options.

This MOU will expire on August 31, 2026.

For the Lynden Education Association:      For the Lynden School District:

By: *Lina Smit*

By: *M. Mitchell*

Date: 9-6-23

Date: 9-6-23

**Memorandum of Understanding**

Between the Lynden Education Association & the Lynden School District

This Memorandum of Understanding addresses pay rates for the 2023-2026 collective bargaining agreement. The parties hereby agree to modify the language contained in the following sections:

**Section 4.9: Extra-curricular and Extended Assignments**

Employees may be assigned to reasonable extra-curricular and extended duties as identified on the Extra-Curricular and Extended Duty Schedule(s) (Appendices A8, A9). Acceptance of such assignment shall be voluntary. Appointments to said assignments shall be by contract, are for not more than one (1) year, and shall be in accordance with current statutory provisions. Employees shall be notified in writing of special assignments as early as possible, but no later than June 30 of the year preceding when the special assignment will be effective.

Employees who have an extra-curricular assignment can resign from such an assignment upon giving notice by April 1 for the following school year. If the extra-curricular assignment is not to be renewed for the ensuing year, the employee shall receive written notice prior to June 15.

Extended-day contracts listed in Appendix A8 shall be paid at the employee's additional pay rate.

**Section 4.12: Job Share**

Individuals may apply together to share one full-time teaching position consistent with Board adopted policies and procedures (Policy 5222). Job Share teachers shall notify their building Principal each school year in writing by April 1 of their intention to reapply for the Job Share.

Certificated employees sharing a full-time contracted position shall be entitled to leave and benefits on a pro rata basis in accordance with their individual FTE. In the event a leave replacement is required for a shared contract employee, the District will offer the other certificated employee that portion of the position. Shared contracted employees may substitute for one another at their per diem rate of pay.

For the first year of a job share, partners may be granted unpaid leave for the portion of their individual contract that is not part of the job share. Such leave may be extended for an additional year per Section 6.6. After such time as any unpaid leave expires, the shared contract partners shall be required to either resign from that portion of their FTE that is not part of the job share, or the partners shall return to their former FTE status and positions.

District proposal regarding per diem MOU, 12/07/23

Job share partners will be paid at their per diem rate if they choose to participate in any scheduled waiver and/or professional learning days.

Job share partners may occasionally be required, on reasonable notice, to participate in professional activities and meetings which are scheduled on a non-work day, or are beyond the pro-rated portion of the professional activity which has been scheduled. The District shall compensate job share partners for such meetings and activities at an hourly ~~per diem~~ additional pay rate rate of pay. If the employee cannot attend such a professional activity or meeting due to another commitment, ~~s/he~~ they will be excused as long as a plan is made to obtain the information presented.

### **Section 7.X. Per Diem Pay Rate**

The per diem pay rate is equivalent to the employee's base salary of one hundred eighty days (180) and then divided by seven (7) to determine the hourly rate of pay. This rate will be prorated for part time staff.

### **Section 7.7: Per Diem Additional Rate of Pay Rate**

Employees engaging in additional instructional duties beyond the regular student contact day and within the employee's regular contracted work year shall be compensated at their individual additional pay per diem rate. Additional instructional duties are any duties in which the employee is directing the learning program or activity for either students or adults, or is preparing for such a learning activity that they will direct.

For the ~~2021-22~~ 2023-2024 school year, the ~~per diem~~ additional pay rate shall be equivalent to the ~~20220-20231~~ per diem rate increased by 5.2% the rate agreed to in section 7.2. For the ~~20242-20253~~ school year, the ~~per diem~~ additional pay rate shall be increased by IPD+2.5% equivalent to the ~~20231-20242~~ rate increased by the rate agreed to in section 7.2. For the 2025-2026 school year, the additional pay rate shall be increased by IPD+3.0% equivalent to the ~~2024-2025~~ rate increased by the rate agreed to in section 7.2.

### **Section 7.8: Curriculum-Summer School Rate of Pay**

~~Employees engaging in additional non-instructional duties with Administrative approval shall be compensated at the hourly Curriculum Rate with equals each individual employee's per diem hourly rate. Non-instructional duties are any duties in which the employee is not directing the learning program or activity for either students or adults. Notwithstanding the foregoing, eCompensation for teaching in the District's summer school program shall be paid remain at the per diem hourly rate at of MA at step five (5) years.~~

### **8.8H Building Leadership Team**

The mission of the school Building Leadership Team (in some buildings known as the BLT/LIT) is to act as an advisory group with the focus being student learning. As it applies to student learning, the Leadership Team (LT) may provide advice to the building administration on the day-to-day operations of the school, including budget, staffing, curriculum, school organization, climate and facilities as supports to the improvement of student learning. The goal of the LT is to act as representatives and communicators for the building staff to enhance the smooth, safe running of the school so that all students can better learn, and staff can better teach.

Team members will be provided at the ratio of at least one (1) member per seven (7) certificated employees, unless a sufficient number of employees who are interested and willing to serve cannot be identified. Each team member is expected to represent a specific constituency in a school. Once the team members are identified, they will be made known to the building staff by the end of the preceding year.

Each Building Leadership Team will collaboratively establish norms and a method(s) for the team's operation. Work teams may be created by the LT to address specific issues or to accomplish specific tasks or projects (LT members and/or non-LT members).

Team members shall be compensated at their ~~per diem additional pay rate~~ ~~hourly rate of pay as per Section 7.7: Per Diem Rate of Pay~~ for all meetings occurring outside the student day. The following are guidelines for operation of Building Leadership Teams.

### **Section 8.9: Professional Development**

It is recognized by both parties that an effective employee development program is necessary in order to ensure meaningful growth opportunities for employees, which result in strengthened instructional knowledge and skills and a guaranteed and viable curriculum.

Professional development shall be focused on activities that are connected to school district initiatives and each school's improvement plan and relevant to improving student performance. Professional development should be clearly and specifically connected to a district initiative and/or a school's plan for strengthening the instructional core.

Representatives from each school leadership team, the Lynden Educational Association, and the Educational Leadership Team will be responsible throughout the year to provide input to the Director of Teaching and Learning on the professional development needs for identified areas of focus. By the end of April, this same team will participate in a professional development planning session to discuss school and District level needs and to develop a District Professional Development plan for the upcoming school year. If needed, this team will meet again by the end of the school year in order to have a tentative plan ready to distribute to employees on the first

## District proposal regarding per diem MOU, 12/07/23

working day of the year. If meetings are scheduled outside of the work day, the employee participants will be compensated at their curriculum additional pay rate rate of pay.

In an effort to regularly assess and strengthen the effectiveness of professional development opportunities, employees will be provided with the evaluation form included as Appendix B5 at every PD activity. Facilitators and trainers may seek additional feedback in addition to, but not in lieu of, the evaluation form in Appendix B5.

A tentative schedule of the professional development plan for the year will be made available to employees on the first working day of the school year. It is understood that professional development planning will continue to be adjusted and refined as schools work to finalize their School Improvement Plans.

### **Section 11.1: General**

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to herein as “employees”) shall be evaluated during each school year in accordance with procedures and criteria set forth herein. The purpose for these procedures and criteria shall be to improve the instructional program being offered by the District by improving the quality of instruction and support services.

Two evaluation systems are provided for within this Article 11: one for classroom teachers, as defined below, and another one for non-classroom teachers.

These evaluation processes shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation systems will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the frameworks established by these two systems employees will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The District and the Association agree that the following evaluation systems are to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluation and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.” Additionally, the parties agree that the evaluation process

District proposal regarding per diem MOU, 12/07/23

is on which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191A-050: "To identify, in consultation with classroom teachers...particular areas in which their professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teachers...needs to improve his or her performance." "To assist classroom teachers...who have identified areas needing improvement, in making those improvements."

The District and the Association agree to continue a Joint TPEP Facilitation Committee which will be tasked with designing and providing training in the 5D+ Framework and TPEP process. This joint TPEP Facilitation Committee will consist of a minimum of three (3) Association appointed employee representatives and a minimum of three (3) District representatives. Any work completed outside of the employee work day will be compensated at their ~~per diem~~ additional pay rate rate of pay.

The above-listed language changes will be incorporated into the successor agreement.

For the Lynden Education Association:

By: Lina Smit

Date: 12-07-23

For the Lynden School District:

By: D. Mufel

Date: 12.7.23

**Memorandum of Understanding**

Between the Lynden School District and the Lynden Education Association  
**Section 4.10: Assignment, Vacancies, Promotion and Transfer**

This Memorandum of Understanding between the Lynden School District (District) and the Lynden Education Association (LEA) is for the purpose of maintaining the integrity of the language in Section 4.10 around the process of filling new vacancies with internal transfer requests before out-of-District hiring will occur, but modifying Section 4.10 to allow the district to post internal postings and external postings simultaneously. Furthermore, both parties also agree that hiring qualified certificated educators is good for students and the classroom culture. To find new placements for all internal candidates interested in open positions for the 2025.26 school year, while also hoping to capture the most qualified and available candidates externally, the Lynden School District and the Lynden Education Association (LEA) agree to shorten the internal five (5) day posting window to three (3) days.

This MOU will be in effect until June 12<sup>th</sup>, 2026.

For the Lynden Education Association:

By: *Lona Smit*

Date: October 8, 2025

For the Lynden School District:

By: *Michelle Nilsen*

Date: October 8, 2025