Griffin School District #324

Board Meeting

Date and Time

星期三 八月 26, 2026 at 6:00 下午 PDT

Location

Griffin Cafeteria

Attend via Zoom

Board Meeting Zoom Link

Agenda

		Purpose	Presenter
I.	**Opening Items**		
	A. Record Attendance		
	B. Call the Meeting to Order Pledge of Allegiance Approval of Meeting Agenda	Vote	
II.	**Public Comment**		
	A. Comments from the Public	FYI	

		Purpose	Presenter
	Griffin School Board Meeting Public Comment Sign Up (Google Form)		

III. CONSENT AGENDA

A.	Approval of Board Meeting Minutes - July 22, 2026	Approve Minutes
B.	Approval of Board Study Session Minutes - August 12, 2026	Approve Minutes
C.	Approval of Payroll & Warrants	Vote
D.	Approval of the Enrollment Report No enrollment for August.	FYI
E.	Approval of the Personnel Report	Vote
F.	Review of Public Records Requests	FYI
G.	Approval of All Consent Agenda Items	Vote

IV. NEW BUSINESS

A.	Griffin Education Association Collective Bargaining Agreement 2026-2027 Pending voted approval from the GEA on Aug. 25, 2026.	Vote

V. OLD BUSINESS

VI. POLICY - NEW

VII. POLICY - UPDATES

A.	2340 Religious Related Activities and Practices	Vote
B.	5281 Disciplinary Action and Discharge	Vote
C.	5400 Personnel Leaves	Vote

		Purpose	Presenter
D.	5401 Sick Leave	Vote	
E.	5403 Emergency & Discretionary Leaves	Vote	
F.	5404 Family, Medical & Maternity Leave	Vote	
G.	5407 Military Leave	Vote	
H.	6530 Insurance	Vote	

VIII. POLICY - REVIEW

IX. POLICY - REMOVAL

A.	5402 Maternity Leave	Vote	
B.	5405 Emergency Leave	Vote	

X. DISTRICT REPORTS

A.	Superintendent's Report	FYI	Kirsten Rue
B.	Business Manager's Report	FYI	Kyler Mower

XI. Closing Items

A.	For the Good of the Order	Discuss	
B.	Adjourn Meeting		

"Where students thrive, feel valued, and shape a better world."

Coversheet

Approval of Board Meeting Minutes - July 22, 2026

Section:	III. CONSENT AGENDA
Item:	A. Approval of Board Meeting Minutes - July 22, 2026
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Griffin School Board Meeting on July 22, 2026

APPROVED

Griffin School District #324

Minutes

Griffin School Board Meeting

Date and Time
Wednesday July 22, 2026 at 6:00 PM

Location
Griffin Cafeteria

Attend via Zoom

Board Meeting Zoom Link

Directors Present
Emma Rose, Julie Osterberg, Tesa Frevert, Trish Hefton

Directors Absent
Blair Baker

Guests Present
Alex Jones, Allison Adair, Karen Lett, Kayleen Evans (remote), Kirsten Rue, Kyler Mower, Noelle Sloan (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Trish Hefton called a meeting of the board of directors of Griffin School District #324 to order on Wednesday Jul 22, 2026 at 6:00 PM.
Julie Osterberg made a motion to approve the Board Meeting Agenda.
Emma Rose seconded the motion.
The board **VOTED** to approve the motion.

II. CONSENT AGENDA

A. Approval of Board Meeting Minutes - June 24, 2026

Emma Rose made a motion to approve the minutes from Griffin School Board Meeting on 06-24-26.
Julie Osterberg seconded the motion.
The board **VOTED** to approve the motion.

B. Approval of Payroll & Warrants

C. Approval of the Enrollment Report

D. Approval of the Personnel Report

E. Review of Public Records Requests

F. Approval of All Consent Agenda Items

Emma Rose made a motion to approve all Consent Agenda items.
Julie Osterberg seconded the motion.
The board **VOTED** to approve the motion.

III. NEW BUSINESS

A. Resolution 25-26-04: Adoption of the 2026-27 Budget

Business Manager Kyler Mower presented the 2026–2027 District Budget, noting it was collaboratively prepared alongside Kim Ferra during the business office transition.

Mr. Mower provided an overview of the District's five operating funds:
- General Fund: Operates as the main operational fund accounting for standard educational and administrative resources.
- Capital Projects Fund: Restricted for technology refreshes, building remodels, and school modernization projects.
- Debt Service Fund: Used for general long-term debt accumulation. It was noted that the District currently carries no voted or non-voted debt.
- Associated Student Body (ASB) Fund: Student-managed funds dedicated to supporting athletic programs, clubs, and extracurricular activities.

- Transportation Vehicle Fund (TVF): Receives state depreciation reimbursements and is utilized for major repairs or bus acquisitions.

Historical Context: Prior to 2020, enrollment remained consistently above 620 FTE without a Transitional Kindergarten (TK) program. Following COVID-19, enrollment sharply dropped until TK was implemented in 2023–2024. TK funding is currently capped at 20 FTE.

Current Projections: An ongoing trend showed smaller incoming Kindergarten classes compared to graduating 8th-grade classes (e.g., ~60 graduating 8th graders vs. an estimated 40–45 incoming Kindergarteners).

Budget Basis: Administration conservatively set the initial baseline budget at **504 FTE**. Late-summer choice transfer enrollments are expected to incrementally increase this count and improve projected revenue.

Choice Transfers: Total enrollment across the District currently stands around 515 students. Choice transfer metrics remain steady, with incoming transfers accounting for roughly 21% of total enrollment (compared to 20% in the previous year).

Beginning Fund Balance: The General Fund beginning balance was estimated at **$1.62 million** (~10%).

Ending Fund Balance: Projected at approximately **$670,000** (~6%), reflecting the conservative enrollment projections. Mr. Mower acknowledged this projected ending balance sits below the District's target policy of 8.33% (one month's operating expenses / $\frac{1}{12}$th), but noted that conservative budgeting and anticipated higher fall enrollment aim to bridge this gap.

Capital Projects Transfer: A designated transfer from the Capital Projects Fund to the General Fund was introduced to reimburse valid capital-eligible supply and service expenses.

Fund Decreases: Projected expenditures outpace revenue in the ASB, Capital Projects, and TV Funds for the upcoming year due to delayed billing for summer construction projects, shifts in athletic referee expenses, and a scheduled bus delivery expected in Q1 2027.

General Fund Breakdown (Revenue & Expenditures)
Revenues:
-General State Apportionment (Basic Ed): 46.5%
-Local Property Taxes/Levies: ~28%
-State Special Purpose (Special Ed / LAP): ~12%
-Federal Grants (Title I, Title II) & Local Non-Tax/Transfers: Remaining balance.

Expenditures:
-Certificated Salaries: 40%
-Classified Salaries: 17.5%
-Employee Benefits: 20%
-Materials, Supplies, and Other Costs (MSOC): ~22.5%

Business Manager Mower presented the required MSOC disclosure, noting state basic education funding provides $834,000 against estimated expenditures of $1.66 million, leaving an unfunded balance of $821,000 for standard building, maintenance, and curriculum operations.

Superintendent Kirsten Rue clarified that MSOC costs appear higher than the standard 80/20 staffing-to-MSOC ratio because payments to the Educational Service District (ESD) Special Education Co-op are categorized under MSOC. While classified as MSOC in the budget, these contracts directly fund embedded personnel, including speech-language pathologists, psychologists, and the special education director.

The Board inquired about Choice Transfers into the District. Superintendent Kirsten Rue provided an update on choice transfers, noting that the percentage of families seeking transfer into Griffin School District remained consistent with previous years. The District accepted transfers where capacity permitted, while maintaining space for resident students.

Ms. Rue emphasized that state law requires the District to prioritize in-district students. Several grade levels faced tight seat counts, requiring administration to place pending choice transfer requests on a waitlist to prevent class overloads and staffing strains. Families on the waitlist were notified of the tight capacity. Superintendent Rue outlined a structured plan to review final enrollment figures:
- Administration scheduled a initial enrollment review for the week prior to the start of the school year.
- A final in-person count and evaluation will occur by the second or third day of school to render firm decisions on waitlisted applicants while avoiding teacher overloads.

Board Director Emma Rose inquired about where Special Education costs fit within the MSOC disclosure framework. Business Manager Kyler Mower clarified that the required MSOC disclosure slide strictly reflected Basic Education (Program 01) and District-Wide Support (Program 97). Special Education expenses fall under Program 21 (Special Services) and are funded through state special purpose revenues.

Director Rose noted that detailed MSOC funding differential data—such as basic education MSOCs being funded at roughly 50% of actual expenditures—proved highly effective during previous legislative advocacy efforts.

Mr. Mower and Director Rose agreed to schedule a follow-up meeting to review a comprehensive breakdown of all District MSOC figures (including Special Education and non-basic education programs) to support future advocacy work with elected officials.

Resolution 25-26-04 (Adopting the 2026–2027 Budget): The Board reviewed the presentation alongside Resolution 25-26-04, acknowledging the plan to restore ending fund reserves toward policy goals as actual enrollment stabilizes. Approval of the resolution formally accepts the fiscal plan and authorizes the internal fund transfers presented.
Julie Osterberg made a motion to approve Resolution 25-26-04.
Tesa Frevert seconded the motion.
The board **VOTED** to approve the motion.

IV. POLICY - UPDATES

A. 6530 Insurance

Superintendent Rue reported that an insurance policy previously scheduled for action following its first reading was reclassified as a Discussion Item.

Between meetings, the Washington State School Directors' Association (WSSDA) issued an updated recommendation for this policy, highlighted in green on page 45 of the board packet.

To ensure the Board had ample opportunity to review the newly introduced WSSDA language—and noting no emergency timeline for adoption—final action on the policy was shifted to the August board meeting.

B. 6535 Student Insurance

Emma Rose made a motion to approve the update of Policy 6535.
Julie Osterberg seconded the motion.
The board **VOTED** to approve the motion.

V. POLICY - REVIEW

A. 1820 Board Self-Assessment

Emma Rose made a motion to approve the Review of Policy 1820.
Tesa Frevert seconded the motion.
The board **VOTED** to approve the motion.

B. 6540 Responsibility for Privately Owned Property

Tesa Frevert made a motion to approve the Review of Policy 6540.
Julie Osterberg seconded the motion.
The board **VOTED** to approve the motion.

VI. DISTRICT REPORTS

A. Superintendent's Report

Scheduled for **August 12, from 1:00 PM to 5:00 PM**. Facilitators from WSSDA will attend to lead conversations and assist the Board in establishing strategic goals and operational direction for the upcoming school year.

WSSDA Annual Conference & November Meeting Schedule:
-Superintendent Rue noted that the annual WSSDA Conference is scheduled for November, highlighting its historical value in delivering professional development regarding school district governance and addressing systemic challenges.

If Board members elect to attend the conference, the November regular board meeting—currently scheduled for a Wednesday—will need to be rescheduled to accommodate Wednesday afternoon departure logistics. Board members were asked to provide feedback to Board Chair Trish to inform upcoming scheduling decisions.

Superintendent Rue introduced Facilities Supervisor Alex Jones, who presented an overview of summer maintenance, modernization, and capital improvement projects across the district:

-Flooring Refinishing: Resurfacing and refinishing work was completed across several main corridors, including the 6th-grade hallway, elementary wing, portions of the 4/5 pod, and down to the connector hallway.

-Parking Lot Maintenance: Striping and maintenance on the side parking lot were completed. Work on the lower bus parking lot was scheduled for the following week, upon conclusion of a facility rental agreement with an external organization.

-Restroom Refresh: Modernization and refreshes were underway in the 4/5 pod restrooms (boys, girls, staff, and multi-use). Mr. Jones offered to provide progress photos or lead a brief tour at the next board meeting.

-LED Lighting Conversion: Upgrades to LED fixtures with automated controls (e.g., occupancy sensors) were scheduled for mid-August. Mr. Jones noted that Puget Sound Energy (PSE) provided documentation projecting energy and cost savings for the district.

-Air-to-Water Heat Pump Project: Work continued in coordination with the Washington State Department of Commerce. Interior work was prioritized for completion before school started, with external installation continuing through autumn (projected completion between October and December) without disrupting instruction.

-Library Furniture Installation: Deliveries arrived for a full library package, including new student desks, chairs, soft seating, and a teacher workstation. Assembly was scheduled over the subsequent weeks.

-General Custodial Operations: Summer deep cleaning, routine repairs, and building maintenance remained on schedule across all facilities.

Superintendent Rue commended Mr. Jones and his team for their strong leadership and progress over the summer.

B. Business Manager's Report

Business Manager Kyler Mower introduced a new template designed to enhance financial transparency through monthly visual reporting. Reports reflect the preceding month's financial status (June data presented in July).

General Fund Overview:
- Ending Fund Balance: Recorded at approximately **$700,000** for June, with a projected year-end fund balance of **$1.26 million** (~10% of revenue).
- Revenues & Expenditures: Revenue collection reached **81%** of budgeted amounts, while expenditures stood at **86%**.
- Budget Extension: Mr. Mower stated that total expenditures are expected to remain within budgeted limits, eliminating the need to request a formal budget extension in August.

Enrollment Metrics: Final enrollment for the 2025–2026 school year closed at **580 FTE** (including TK), surpassing the budgeted baseline of **575 FTE**. Mr. Mower outlined plans to implement a projection trend tracking tool to closely monitor monthly enrollment variations.

Cash Flow Timing & State Apportionment Lag:
- Leadership noted that revenue spikes occur in October and April due to local tax/levy disbursements, followed by dips in November and May when non-high district tuition payments are made.
- State Payment Lag: A significant **22.5%** of annual state apportionment funding is held until July and August—after the instructional school year ends. District Leadership noted that this state fiscal schedule creates cash flow squeezes during winter months (January–March), underlining the necessity of maintaining robust fund reserves.

Special Education Safety Net Funding:
- Safety Net reimbursement claims for high-cost Special Education students (exceeding $30,000 per student) are also withheld by the state until August. Because these funds are not guaranteed, they cannot be budgeted in advance.

- District Leadership discussed the history of Safety Net funding (originating roughly around the *McCleary* decision period). Superintendent Rue commended the Special Education Co-op for managing the rigorous compliance standards and IEP documentation required to successfully qualify for state Safety Net reimbursements.

Other Funds Status:
- Capital Projects Fund: Collected **107%** of projected revenues. Invoicing for major summer projects will roll into the next fiscal year.
- Debt Service Fund: Exceeded revenue projections due to strong investment returns managed by the county.
- Associated Student Body (ASB) Fund: Exceeded projected revenue through student fundraising and event receipts.
- Transportation Vehicle Fund (TVF): Revenue appeared low (21–22%) as it currently reflects investment interest only; state bus depreciation reimbursements (accounting for the remaining ~78%) are credited late in August. A planned bus purchase was shifted to Q1 2027.

VII. Closing Items

A. For the Good of the Order

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:55 PM.

Respectfully Submitted,
Trish Hefton

"Where students thrive, feel valued, and shape a better world."

Coversheet

Approval of Board Study Session Minutes - August 12, 2026

Section:	III. CONSENT AGENDA
Item:	B. Approval of Board Study Session Minutes - August 12, 2026
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Griffin School Board Study Session on August 12, 2026

APPROVED

Griffin School District #324

Minutes

Griffin School Board Study Session

Date and Time
Wednesday August 12, 2026 at 1:00 PM

Location
Griffin Library

Attend via Zoom

Zoom Link

Directors Present
Blair Baker, Emma Rose, Julie Osterberg, Trish Hefton

Directors Absent
Tesa Frevert

Guests Present
Allison Adair, Amy Morgan, Kayleen Evans (remote), Kirsten Rue, Kyler Mower

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Trish Hefton called a meeting of the board of directors of Griffin School District #324 to order on Wednesday Aug 12, 2026 at 1:03 PM.

C. Pledge of Allegiance

D. Approval of Agenda

Julie Osterberg made a motion to approve the agenda.
Emma Rose seconded the motion.
The board **VOTED** to approve the motion.

II. Policy Updates

A. 2340 Religious Related Activities and Practices

Superintendent Kirsten Rue presented a series of updated board policies for first reading, primary focus placed on modernizing aging policies and aligning with recent Washington State School Directors' Association (WSSDA) model policy revisions and statutory requirements.

Policy 2340: Updated language.

B. 5281 Disciplinary Action and Discharge

Restructured into an outlined, standardized format defining grounds for personnel disciplinary action and discharge in compliance with updated legal frameworks.

C. 5400 Personnel Leaves

Codified existing administrative practice granting unpaid leave at the discretion of the Superintendent.

D. 5401 Sick Leave

Updated sick leave guidelines as recommended by WSSDA. Administrative staff will review specific point-of-contact details prior to final approval.

E. 5403 Emergency & Discretionary Leaves

Updated discretionary leave guidelines, including five (5) days of bereavement leave.

F. 5404 Family, Medical & Maternity Leave

Retitled policy to incorporate maternity leave provisions into comprehensive family and medical leave regulations.

G. 5407 Military Leave

Increased permissible paid military leave allowance from 15 days to 21 days for eligible military spouses and personnel per WSSDA standards.

H. 6530 Insurance

Re-reviewed to incorporate minor secondary modifications issued by WSSDA in July regarding district insurance provisions.

III. Policy Removal

A. 5402 Maternity Leave

Rescinded as provisions are now fully integrated into the Family, Medical, and Maternity Leave policy.

B. 5405 Emergency Leave

Rescinded as content has been merged into Policy 5403.

IV. Superintendent Updates

A. Superintendent Kirsten Rue

Superintendent Rue and the Board noted ongoing structural policy updates, acknowledging an administrative target of reviewing approximately eight policies per month to complete a full manual update within the coming academic year.

V. WSSDA & Board Member Work Session

A. WSSDA Professional Development Work Session

The Board entered into a professional development work session facilitated by the Learning and Development Specialist with WSSDA.

Key Focus Areas & Outcomes:

- **Leadership Reflection & Goal Alignment:** Board Directors, Superintendent Rue, and Business Manager Kyler Mower reviewed multi-year WSSDA board self-assessment results, evaluating governance performance across state board standards.
- **Governance Strengths & Role Clarity:** Analysis of self-assessment data confirmed consistent strengths in standard 1 (Governance & Board/Superintendent Role Clarity) and standard 2 (High Expectations for Student Learning). Board members noted significant progress in operational alignment and policy oversight over the past three years.
- **Strategic Planning & Target Setting:** Discussions focused on strengthening measurable metrics for board goals, tying district governance directly to the

district's Strategic Plan, and expanding professional development in community engagement and student growth performance data.

VI. Closing Items

A. For the Good of the Order

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:05 PM.

Respectfully Submitted,
Trish Hefton

"Where students thrive, feel valued, and shape a better world."

Coversheet

Approval of Payroll & Warrants

Section:	III. CONSENT AGENDA
Item:	C. Approval of Payroll & Warrants
Purpose:	Vote
Submitted by:	
Related Material:	August 2026 Payroll Voucher Register.pdf August 2026 AP Voucher Register Updated.pdf

GRIFFIN SCHOOL DISTRICT NO. 324

General Fund Payroll Voucher Register Certification

Board Date: **August 26, 2026**

Payrments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on a listing which has been made available to the board.

As of **August 26, 2026**, the Board, by a _____ vote, does approve for payment those checks (warrants and direct deposits) included in the following list and further described as follows:

THURSTON COUNTY TREASURER - GF Warrants Outstanding and Direct Deposits
in the total amount of: **$ 726,638.07**

CHECK DATE	CHECK NUMBER FROM	CHECK NUMBER TO	CHECK AMOUNT	
July 31, 2026			-	Payroll Warrants
July 31, 2026	9000002844	9000002923	362,696.71	Direct Deposit
July 31, 2026	75019494	75019504	147,692.35	Payroll Vendor Warrants
July 31, 2026	202300067	202300068	216,249.01	Payroll Wire Transfers
		Total	$ 726,638.07	

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____

Secretary: _____

GRIFFIN SCHOOL DISTRICT NO. 324

Accounts Payable Voucher Register Certification

Board Date: **August 26, 2026**

Payments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on this listing which has been made available to the board.

As of AUGUST 26, 2026 the Board, by a _____ vote, does approve for payment those checks (warrants) included in the following list and further described as follows:

THURSTON COUNTY TREASURER - Warrants Outstanding
in the total amount of: **$ 331,528.33**

CHECK DATE	CHECK NUMBER FROM	CHECK NUMBER TO	CHECK AMOUNT	FUND DESCRIPTION
August 27, 2026	75019505	75019554	108,463.31	General Fund
August 27, 2026	75019555	75019555	5,684.80	General Fund
August 27, 2026	75040500	75040506	217,217.77	Capital Projects Fund
August 27, 2026	75020959	75020959	162.45	Associated Student Body
			$ 331,528.33	

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____

Secretary: _____

Coversheet

Approval of the Personnel Report

Section: III. CONSENT AGENDA
Item: E. Approval of the Personnel Report
Purpose: Vote
Submitted by:
Related Material: Personnel Report August 2026.pdf

GRIFFIN SCHOOL DISTRICT #324

6530 33rd Avenue NW, Olympia, Washington 98502
(360) 866-2515
www.griffinschool.us

Personnel Report

August 26, 2026 School Board Meeting
Prepared by Kyler Mower

Employment:

- Approval of Employment, **Joshua Reid** , Counselor, effective September 1st, 2026

Out of Endorsement:

- No Report

Leave of Absence:

- No Report

Extra-Curricular:

- No Report

Resignation/Termination/Provisional:

- No Report

Retirement:

- No Report

Other:

- No Report

Coversheet

Review of Public Records Requests

Section: III. CONSENT AGENDA
Item: F. Review of Public Records Requests
Purpose: FYI
Submitted by:
Related Material: PUBLIC RECORDS REQUEST LOG - AUG. 2026.pdf

PUBLIC RECORDS REQUEST LOG 2025-2026

PUBLIC RECORDS LOG

Date Received	Requester	Original Request	Records Produced	Redacted/Withheld Records	WAC/RCW for Redaction	Date Request Closed	3rd Party Notification	Retention Schedule	Email
Sept. 16, 2025	Joanna Carns, Griffin PTO VP	Zoom recording from most recent board meeting: 9/10/2025	Emailed Zoom Link: School Board Study Session 9.10.2025	None	None	Sept. 17, 2025			joanna.carns@gmail.com
Sept. 24, 2025	Maitri Sojourner, Community Member	Pursuant to SB 5004, which became law on July 27, 2025, Griffin School District is to "develop an emergency response system using evolving technology to expedite the response and arrival of law enforcement in the event of a threat or emergency at school." The District is to submit a progress report on its implementation of this emergency response system to The Office of the Superintendent of Public Instruction (OSPI) by October 1, 2025. I hereby request a copy of the progress report on the implementation of this emergency response system as soon as it has been submitted to OSPI.	https://drive.google.com/file/d/1tf6sD_Ilv2I9UW4puPc36U7i8R14vFYr/view?usp=drive_link	We do not have access to the "progress report".	None	Sept. 29, 2025			maitrisojourner@comcast.net
Sept. 29, 2025	Sherrie Hickam, Griffin Staff, on behalf of the GEA	Zoom recording from board meeting: 9/24/2025	Emailed Zoom Link: School Board Meeting 9.24.2025	None	None	Sept. 29, 2025			shickam@griffinschoo.us
January 9, 2026	Sarah Harmon	Copies of current or active executed contrtacts, agreements, amendments, and associated procurement documents between the Griffin School District #324 and Apple. * The names of the contracting parties * The nature and purpose of the contract * The contract start and end dates * The total contract value or cost * Any amendments, extensions, or renewals related to the contract	None - GSD does not have a contract, agreement, amendments, or associated procur3ement documents.	None	None	January 9, 2026			agent-sh@smartprocure.us
January 27, 2026	CT Mills Public Info Access LLC	Full Name Title/Position Work Email Address Work Location (School Name or Central Office)	https://drive.google.com/file/d/1RkttgTQv6qXk8vc-Upd42Z7SSZwdB96G/view?usp=sharing	None	None	January 27, 2026			contact@educatorsupportnetwork.org
February 9, 2026	Chris Miller, Public Info Access LLC	records, policies, schedules, guidelines, or tables that identify: Dollar thresholds requiring approval by school administrators (e.g., principals) Dollar thresholds requiring approval by central office staff or department leadership Dollar thresholds requiring approval by the superintendent or designee Dollar thresholds requiring approval by the Board of Education	-Policy 6114: Gifts or Donations -Policy 6210: Purchasing: Authorization and Control -Policy 6215: Expense Claim Certification and Approval	No redactions	None	February 10, 2026			intake@educatorsupportnetwork.org
February 19, 2026	W. Robert Kelly	I'd like to please request a copy of the video of the Griffin School Board meeting that took place on October 25th, 2023.	None	Video was not located.	None	February 20, 2026			wrobertkelly@gmail.com
February 20, 2026	Eden Ding	we request a spreadsheet or equivalent file containing all purchase orders issued between January 1, 2022, and the present.	https://drive.google.com/file/d/1Dbrj4vUpEZBMFDeRXdbZ-zJWyNsSMU2Z/view?usp=sharing	Jan. 1, 2022-Aug. 31, 2022 due to system conversion	None	February 20, 2026			edending@thedatabranch.com
February 20, 2026	Gabrielle Faber	Would you please send me the parking lot surveillance footage of the drop-off line where my car was struck yesterday, 2/19/26 about 8:45am?	https://drive.google.com/file/d/1-NHhWiyMgUMYEi-zZEAz9-Wt0k1BxOyi/view?usp=drive_link. https://drive.google.com/file/d/17uG9dOnB5KOXANCQpK1rpuRbxJclLm44/view?usp=drive_link	None	None	Febraury 20, 2026			gabe.maddox@gmail.com
February 23, 2026	CT Mills Public Info Access LLC	existing records identifying the employee(s) assigned responsibility for leadership, oversight, coordination, or supervisory authority for the following functional areas at the district or central office level: Curriculum & Instruction / Teaching & Learning OCareer & Technical Education (CTE) and STEM, English Language Learner (ELL), Technology / Information Technology / Computer Science, Library / Media Services, Core Academic Subjects, including:, English Language Arts (ELA), Mathematics, Science, Social Studies. For each functional area listed above, please provide, if reflected in existing records: Full Name Official Title District-Issued Work Email Address	2/23/26: responded. Provided records: Rebekah Keiser, Principal, rkeiser@griffinschool.us	None	None	Febraury 23, 2026			contact@educatorsupportnetwork.org
March 6, 2026	Rebecca Banh	district's most current policies and procedures around Section 504 complaints	Policies: 2162, 3210, Procedures: 2162P, 3210P	None	None	March 12, 2026			Rebecca.Banh@teamchild.org
March 6, 2026	Kevin Taylor, CompuNet	2025 RFP for Internal Connections, submitted vendor proposals, evaluation materials and scoring summaries, award decision documentation.	2 bid proposals, Bid Evaluation Grid, Award documentaion.	None	None	March 16, 2026			proposals@compunet.biz

PUBLIC RECORDS REQUEST LOG 2025-2026

PUBLIC RECORDS LOG

Date Received	Requester	Original Request	Records Produced	Redacted/Withheld Records	WAC/RCW for Redaction	Date Request Closed	3rd Party Notification	Retention Schedule	Email
April 6, 2026	CT Mills Public Info Access LLC	Full Name Title/Position Work Email Address Work Location (School Name or Central Office)	https://drive.google.com/file/d/1-OdupYcokmJkaECdBVoSBXijlUcaMTER/view?usp=sharing	None	None	April 6, 2026			contact@educatorsupportnetwork.org
April 7, 2026	Elaine Nichols	seeking information on the teaching staff of Griffin School District for the 2025–2026 school year, specifically: Name, Years of service in the district, salary, position, email, phone number	Certificated list, title, hire date, salary, work email, school phone number	None	None	April 30, 2026			records@teachersretirementteam.com
April 20, 2026	Owen Wang, Evergreen Reporter	Jan. 1, 2026-Present: Policies, Procedures, Records, Accommodations, Communication, Complaints regarding Religious, specifically Ramadan-specific records.	Policy 2340 Policy 3122	None	None	April 23, 2026			foia@evergreenreporter.com
April 28, 2026	The Data Branch Research Team	all executed contracts, agreements, purchase orders, and related procurement documents for products or services purchased from any of the following vendors or their authorized resellers, for the period January 1, 2021, to the present:All products from: Primex, American Time, and/or Sapling.	No records found.	None	None	April 29, 2026			denver.curtis@thedatabranch.com
April 30, 2026	The Data Branch Research Team	all executed contracts, agreements, purchase orders, and related procurement documents for products or services purchased from any of the following vendors or their authorized resellers, for the period January 1, 2021, to the present: **All products from:** Blackboard Inc, Finalsite, DMX, Funds for Learning, E-Rate Consulting, N-Able, Raptor Technologies, and/or CSM Consulting	No records found.	None	None	April 30, 2026			mario.kemp@thedatabranch.com
May 14, 2026	The Data Branch Research Team	All products from Absolute Software, Incident IQ, Hazel Health, Brandon Industries, CSM Consulting, and Funds for Learning We are interested in records from 2022 to now that document the financial terms of any engagement with the vendors listed above. Where available, this may include per-unit pricing, subscription or licensing fees, and any implementation or onboarding costs.	No records found.	None	None	May 14, 2026			yesung.pyo@thedatabranch.com
May 15, 2026	Amy Morgan, Teacher	link to this week's School Board meeting	School Board Study Session Video 5.13.202...	None	None	May 15, 2026			amorgan@griffinschool.us
May 18, 2026	Joanna Carns, Griffin PTO VP	Can you send us the link to the recording of the last study session?	School Board Study Session Video 5.13.202...	None	None	May 18, 2026			joanna.carns@gmail.com
May 28, 2026	Ashley Herron, Teacher	Video of School Board Meeting May 27, 2026	May 27, 2026 School Board Meeting Video.mp4	None	None	May 28, 2026			aherron@griffinschool.us
June 1, 2026	The Data Branch Research Team	All products from School Asset Manager, Collaborative Student Transportation, Prismatic Services Inc, Lead Public Schools, buildEd, and Transpar Group. We are interested in records from 2022 to now that document the financial terms of any engagement with the vendors listed above. Where available, this may include per-unit pricing, subscription or licensing fees, and any implementation or onboarding costs.	No records found.	None	None	June 3, 2026			michael@databranchusa.com
June 4, 2026	The Data Branch Research Team	All products from CDW-G, AG Parts, K-12 Tech, and Vivacity Tech Our goal is to identify records from 2022 to now that show the pricing arrangements associated with these vendors, such as licensing or subscription terms, per-unit costs, and any implementation or setup fees that may apply. Specifically, we are seeking: Contracts, service agreements, or order forms Purchase orders tied to the listed vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	Vivacity PO	None	None	June 8, 2026			evan@databranchus.com

PUBLIC RECORDS LOG

Date Received	Requester	Original Request	Records Produced	Redacted/Withheld Records	WAC/RCW for Redaction	Date Request Closed	3rd Party Notification	Retention Schedule	Email
June 5, 2026	Traci Johnson	I would like to request any documents detailing the actions approved to address budget concerns. Is there a written plan that outlines specifics such as PAWS, RIFs, new fees for families, etc? These are just examples of things I'm looking for. What current programs will be cut?In addition, I would like to know the name and position of anyone who lost their job as a result of RIFs and specific reductions to partial FTE (such as a percentage of the Assistant Principal FTE). With regard to such partial reductions, how will they be handled? For example, will Mrs Hagen not work full time or will she fill part of an FTE from another position? One more thing - is there a written plan for distribution of FTE among grade levels, how split grades will work and any other changes to the structure?	Resolution 25-26-02 Reduction in Force, Meeting Minutes 2/25/26 Visual Art Fee, Meeting Minutes 2/25/26 Sports Pay to Play Fee, Meeting Minutes 3/25/26 May Personnel Report	None	None	June 5, 20126			traciden@gmail.com
June 5, 2026	Traci Johnson	Please provide me the links to the most recent school board meeting and study sessions	May 27, 2026 School Board Meeting Video.mp4	None	None	June 5, 20126			traciden@gmail.com
			School Board Study Session Vide…						
June 8, 2026	The Data Branch Research Team	All products from: Apptegy, Finalsite, ParentSquare, SchoolMessenger, and Blackboard Inc We hope to obtain records from 2022 to now reflecting how these engagements are priced — for example, licensing or subscription structures, per-unit rates, and any associated implementation or setup fees. Records we are looking for include: Contracts, service agreements, order forms Purchase orders relating to the above vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	Apptegy PO, Contract	None	None	June 8, 2026			jonas@databranchusa.com
June 11, 2026	Joshua Plyler	Pursuant to the Washington Public Records Act, I am requesting copies of any and all records, including emails and other written communications, related to or referencing Toby Plyler and the 2026 Talent Show, specifically concerning any email chain or discussion in which an allegedly inappropriate and inaccurate word was reported during his performance. This request includes, but is not limited to: Emails sent or received by district or school staff Internal communications discussing the incident Text messages or communications via messaging platforms (if applicable) Any attachments associated with such communications Please include records created, sent, or received within the date range of June 1, 2026 through June 11, 2026	Emails June 8, 2026	None	None	June 11, 2026			warriorpoet575@yahoo.com
		Second email from J. Plyler, formally withdrawing the remainder of this request. "this information is more than sufficient"							
June 15, 2026	The Data Branch Research Team	All products from: CDW Government, Xerox, and MGT Impact Solutions (MGT Consulting), as well as College and Career Readiness from Lead Public Schools We are looking for records from 2022 to now that capture the pricing details of any engagement, which may include (where applicable) subscription terms, licensing fees, per-unit costs, and implementation charges. Relevant records may include: Contracts, service agreements, and order forms Purchase orders involving the above vendors RFP or solicitation documents Task orders issued under cooperative purchasing agreements	FOIA Request 3.xlsx - Sheet1.pdf	None	None	June 16, 2026			meredith@databranchus.com
			CDW Government, Inc. POs.pdf						

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Date Received	Requester	Original Request	Records Produced	Redacted/Withheld Records	WAC/RCW for Redaction	Date Request Closed	3rd Party Notification	Retention Schedule	Email
June 24, 2026	The Data Branch Research Team	All purchasing records from vendors (if existing): Verkada, Triton Sensors, Soter Tech, Motorola, IPVideo Corporation, Vocabulary.com. We are looking for records from 2022 to now that capture the pricing details of any engagement, which may include (where applicable) subscription terms, licensing fees, per-unit costs, and implementation charges. This request covers records such as: Contracts, service agreements, order forms Purchase orders relating to the listed vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	No records found.	None	None	June 30, 2026			summer@databranchusa.com
July 6, 2026	The Data Branch Research Team	All products from: Helios Ed/Core, Droplet, Docusign. We are looking for records from 2022 to now that capture the pricing details of any engagement, which may include (where applicable) subscription terms, licensing fees, per-unit costs, and implementation charges. Records we are looking for include: Contracts, service agreements, order forms Purchase orders relating to the above vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	No records found.	None	None	July 6, 2026			wyatt@databranchus.com
July 6, 2026	The Data Branch Research Team	We are requesting all purchase orders issued between the above date, and the present, reflecting purchasing or procurement activity across all departments, divisions, and offices.	RESPONSE: If you could provide us with the specific list of vendors you are needing purchase order documents for, so that we may be able to locate responsive records. RESPONSE REQ: JULY 13, 2026			July 14, 2026			colleen@databranchusa.com
July 6, 2026	The Data Branch Research Team	All products from: Rapid Identity, Tools4Ever, Classlink, Clever, Learn21, ManageAD, Tenfold Security, CPSI Publishing. We are seeking records from 2022 to now that reflect the pricing structure of any such engagement, including (if available), per-unit costs, subscription or licensing terms, and/or implementation fees. The types of records we are interested in include: Contracts, service agreements, and order forms Purchase orders associated with the above vendors RFP or solicitation documents Task orders issued under cooperative purchasing agreements	Clever PO's	None	None	July 8, 2026			camille@databranchusa.com
July 7, 2026	Steve Valandra, Thurston Co. Family & Juvenile Court	Progress report for sudent. Court-appointed dependency guardian ad litem (DGAL).	A.S. 25-26 End of Year Reprt Card	None	None	July 7, 2026			stevevalandra@yahoo.com, sleness@co.thurston.wa.us
July 10, 2026	The Data Branch Research Team	All products from: Centegix, Raptor Technologies, Singlewire, Boxlight, Quicklert, Vivi, Audio Enhancement, CareHawk, Valcom. We hope to obtain records from 2022 to now reflecting how these engagements are priced — for example, licensing or subscription structures, per-unit rates, and any associated implementation or setup fees. Relevant records may include: Contracts, service agreements, and order forms Purchase orders involving the above vendors RFP or solicitation documents Task orders issued under cooperative purchasing agreements	No records found.	None	None	July 10, 2026			barry.oconnor@thedatabranch.com phoebe@databranchus.com

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Date Received	Requester	Original Request	Records Produced	Redacted/Withheld Records	WAC/RCW for Redaction	Date Request Closed	3rd Party Notification	Retention Schedule	Email
July 14, 2026	The Data Branch Research Team	All products from: 95 Percent Group, Core Learning Edmentum, , iStation, IXL Learning, Amplify, Curriculum Associates (i-Ready Learning), Imagine Learning. We hope to obtain records from 2022 to now reflecting how these engagements are priced — for example, licensing or subscription structures, per-unit rates, and any associated implementation or setup fees. Records we are looking for include: Contracts, service agreements, order forms Purchase orders relating to the above vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	IXL, Curriculum Associates	None	None	July 16, 2026			emily@databranchusa.com
July 20, 2026	The Data Branch Research Team	All products from: Edgenuity, Accelerate Education, Bright Thinker, Pearson, Stride, Edmentum, Imagine Learning, Subject AI. We are seeking records from 2022 to now that reflect the pricing structure of any such engagement, including (if available), per-unit costs, subscription or licensing terms, and/or implementation fees. This request covers records such as: Contracts, service agreements, order forms Purchase orders relating to the listed vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	No records found.	None	None	July 20, 2026			laurel@databranchus.com
July 22, 2026	The Data Branch Research Team	All products from Texthelp, Everway, Read and Write, GoGuardian, iBoss, Lightspeed Systems, Linewize, and Securly Our goal is to identify records from 2022 to now that show the pricing arrangements associated with these vendors, such as licensing or subscription terms, per-unit costs, and any implementation or setup fees that may apply. Records we are looking for include: Contracts, service agreements, order forms Purchase orders relating to the above vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	No records found.	None	None	July 22, 2026			nicole@databranchusa.com
July 23, 2026	Public Info Access LLC	existing records showing district-issued direct work telephone numbers, direct dial lines, or work extensions for employees currently serving in the district's Central Office / District Administration Office.	District Office Extension List	None	None	July 23, 2026			contact@educatorsupportnetwork.org
July 31, 2026	The Data Branch Research Team	All products from: National Time & Signal and Pyramid Time Systems We are interested in records from 2022 to now that document the financial terms of any engagement with the vendors listed above. Where available, this may include per-unit pricing, subscription or licensing fees, and any implementation or onboarding costs. This request covers records such as: Contracts, service agreements, order forms Purchase orders relating to the listed vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	No records found.	None	None	July 31, 2026			nicholas@databranchusa.com
August. 3, 2026	The Data Branch Research Team	All products from: Apptegy, Finalsite, and ParentSquare Our goal is to identify records from 2022 to now that show the pricing arrangements associated with these vendors, such as licensing or subscription terms, per-unit costs, and any implementation or setup fees that may apply. Records we are looking for include: Contracts, service agreements, order forms Purchase orders relating to the above vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	Apptegy PO, Contract			August 5, 2026			lena@databranchus.com

PUBLIC RECORDS LOG

Date Received	Requester	Original Request	Records Produced	Redacted/Withheld Records	WAC/RCW for Redaction	Date Request Closed	3rd Party Notification	Retention Schedule	Email
August. 6, 2026	The Data Branch Research Team	All products from: Bobrick, Georgia Pacific, Kimberly Clark, Excel Dryer, and World Dryer We are looking for records from 2022 to now that capture the pricing details of any engagement, which may include (where applicable) subscription terms, licensing fees, per-unit costs, and implementation charges. We are looking for the following types of records: Contracts, service agreements, order forms Purchase orders relating to the above vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	No records found.	None	None	August 6, 2026			jonas@databranchusa.com
August. 6, 2026	The Data Branch Research Team	All products from: dataminr, recorded future, and Shadow Dragon We aim to find records from 2022 to now that would reflect the pricing structure of any engagement with the above vendors. This may include subscription or licensing terms, implementation fees, and/or per-unit costs. Specifically, we are seeking: Contracts, service agreements, or order forms Purchase orders tied to the listed vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	No records found.	None	None	August 6, 2026			rowan@databranchus.com
August. 6, 2026	The Data Branch Research Team	All products from: Capital StreetScapes, Signature StreetScapes, Hall Signs, and Custom Products Corporation We aim to find records from 2022 to now that would reflect the pricing structure of any engagement with the above vendors. This may include subscription or licensing terms, implementation fees, and/or per-unit costs. Specifically, we are seeking: Contracts, service agreements, or order forms Purchase orders tied to the listed vendors RFP or solicitation documents Task orders issued against cooperative purchasing agreements	No records found.	None	None	August 6, 2026			chelsea@databranchusa.com

Coversheet

Griffin Education Association Collective Bargaining Agreement 2026-2027

Section:	IV. NEW BUSINESS
Item:	A. Griffin Education Association Collective Bargaining Agreement 2026-2027
Purpose:	Vote
Submitted by:	
Related Material:	GEA Contract 2026-2027 - For Board Approval.docx .docx.pdf

GRIFFIN EDUCATION ASSOCIATION

2026-2027
CONTRACT

Board Approval:_____

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ARTICLE I: AGREEMENT CONDITIONS

SECTION 1: PREAMBLE

This Agreement is principally by and between the Griffin School District No. 324, hereinafter called the "District", and Griffin Education Association, hereinafter called the "Association". However, the Parties to this Agreement are as follows: the Association, the District, the Board of Directors of the Griffin School District No. 324, hereinafter referred to as the "Board", supervisory, certificated personnel or their designee of the District, hereinafter referred to as the "Administration", and the non-supervisory certificated personnel, who hold valid contracts with the District, hereinafter referred to as "Employees".

SECTION 2: RECOGNITION

The Board of Directors of the Griffin School District hereby recognizes the Griffin Education Association as having won the majority of votes cast by the certificated staff of this District. As such, the Griffin Education Association, in affiliation with the Washington Education Association and the National Education Association, shall be the exclusive representative of the non-supervisory, certificated personnel, including substitutes with more than 20 days of continuous placement in the same teaching assignment and as required by law, who are employed or who will be employed by the Board.

The Association recognizes the Board as the elected representatives of the citizens of the Griffin School District and as employers and final determinators of all policies in effect within the District except as amended by this Agreement.

SECTION 3: CONFORMITY TO 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 group of Employees covered hereby, shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is so held to be contrary to the law, the Parties shall commence negotiation on said provision within thirty (30) days of discovery.

SECTION 4: AGREEMENT ADMINISTRATION

An association representative(s) may meet with the Superintendent or his/her designee upon the written request of the Association. Such meetings will be held outside normal working hours. The written request from the Association to the Superintendent will itemize the reasons for the meeting. Written requests for a meeting by the Superintendent, also stating the reasons for the meeting, will be made to the President of the Association.

Mutually convenient meeting time and place shall be arranged within fifteen (15) days of the date of receipt by either party. It is mutually understood that these meetings are not intended to bypass normal administrative channels, the negotiations or grievance procedures.

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SECTION 5: PRINTING - DISTRIBUTION OF AGREEMENT

Within thirty (30) days following the ratification and signing of this Agreement by the Parties, the District shall email copies of this Agreement to each certificated Employee, post it to the District's staff portal and all members may print a "hard copy" at the District's expense.

SECTION 6: MANAGEMENT RIGHTS

All rights, powers and authority of the District are retained by the Board and its delegated management personnel.

SECTION 7: NO STRIKE -- NO LOCK-OUT

The Association agrees that during the term of this Agreement, it will not cause or encourage its members to engage in any strike or other work slow-down or stoppage. The District agrees it will not lock out its Employees.

SECTION 8: COMPLETE AGREEMENT

This written Agreement is the entire Agreement between the Parties and no oral or written statement may add to, subtract from or modify it.

This Agreement shall supersede all written or oral rules, regulations, policies, resolutions, or practices of the Employer which shall be contrary to, or inconsistent with, its terms.

ARTICLE II: ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1: ACCESS

Duly elected officers of the Association shall be permitted to transact official Association business on school property at any reasonable time, provided it does not interrupt District-scheduled events. All costs attributable to utilization of the facilities will be paid by the Association as per District policy. It is the responsibility of the above-mentioned Association representatives to obtain approval from Administration prior to using a building or facility.

SECTION 2: NEW HIRES AND MEMBER MEETINGS

The Association shall have at least thirty (30) minutes of time at new hire orientation and on the first working day of each school year to meet with new hires and Association members. The district will notify the Association of all new hires hired after the first day of school and will provide thirty minutes of paid time with such employees within their first five (5) days contracted work days.

SECTION 3: EQUIPMENT AND FACILITIES USE

The Association may use school equipment, including but not limited to computers, laptops, copy machines, and audio-visual equipment normally available to Employees, at all reasonable times after school hours, provided that such equipment shall not be removed from the school

property. Nothing in this paragraph is to authorize the use of the equipment by the Association or individual members of the Association for personal gain. The Administration will be notified of the use of school equipment. Materials produced on school equipment shall be limited to internal Association communications. The Association shall reimburse the District for any reasonable costs and supplies, including the cost of any repairs or damages to equipment which are shown to be the result of the Association abuse or misuse.

SECTION 4: MEMBERSHIP COMMUNICATIONS

The Association shall have the right to use the District's Employee mailboxes and electronic mail system for communications purposes that are lawful and consistent with district policies and procedures.

The Association may post notices of activities and matters of Association on the designated Employee bulletin boards, one of which shall be provided in the faculty lounge(s), provided that such notices are labeled as Association materials.

SECTION 5: AVAILABILITY OF INFORMATION

The District shall make available to the Association, upon request, information which is public record and which will assist the Association in carrying out its responsibility as a representative of the Employees.

SECTION 6: PAYROLL DEDUCTIONS

All salaries are subject to payroll deductions for: (1) State teachers or State employment retirement systems, (2) Federal withholding tax, (3) FICA, (4) absence not provided for by leaves (computed at a per diem based on the teacher's annual salary for each day's absence).

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

(A) Additional withholding tax,
(B) Approved medical plans,
(C) Salary insurance,
(D) Tax-sheltered annuities,
(E) Payments to credit unions operated for benefit of public employees,
(F) Other District-approved insurance programs,
(G) Association dues,
(H) WEA-PAC and NEA FCPE
(I) Deferred compensation

SECTION 7: ASSOCIATION DUES

The Association which is the legally recognized exclusive bargaining representative of the employee as described in the "Recognition" clause of the Collective Bargaining Agreement shall have the right to payroll deduction of membership dues, assessments and fees for employees represented by this bargaining agreement.

The dues deduction form and authorization shall remain in effect from year to year unless the employee informs the Washington Education Association in writing of the desire to withdraw or change membership status. In the event an Association member is granted a leave of absence without pay, the authorization shall be temporarily suspended, and reactivated upon the employee's return to work following the leave of absence.

SECTION 8: PAYROLL PRACTICES

From September through August pay warrants shall be made available on the last business day of the month. The above practices will continue unless modified by Legislative action.

Employee pay or basic salary shall be made in twelve (12) monthly installments of 1/12th each.

SECTION 9: EMPLOYEE RESPONSIBILITIES

The Employee shall care for instructional materials and equipment and shall promptly report damage, loss, theft of equipment, furniture or fixtures to the Superintendent.

It shall be the responsibility of the Employee to follow the prescribed courses of study and to enforce the rules and regulations of the District, the State Superintendent of Public Instruction and the State Board of Education, maintaining and rendering the appropriate records and reports.

Employees shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into consideration individual differences among pupils; provided, that all pupils shall receive instructions in such prescribed courses of study as are required by law and regulation.

Employees shall be responsible for evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardians and to the Superintendent.

SECTION 10: DISTRICT-APPROVED CLASSES

District approved classes shall be defined as follows:

(A) Courses will be from an institution of higher learning accredited by the State of Washington.

(B) Courses not directly applicable to 5th year Standard Certificate or to a Master's Degree with a major concentration in education must have a demonstrable relationship to the enhancement of the teaching curriculum of the applicant at the time the course is taken.

SECTION 11: DISTRICT TUITION REIMBURSEMENT

The District will pay up to a maximum of $1,650 for any contract year for the cost of tuition or fees for any District-approved class(es) taken for credit, clock hours and/or National Board Certification including a Masters' Degree.

All requests for District-approved class credit shall be submitted and approved prior to the coursework. In the event the Superintendent denies the application, his/her decision may be appealed directly to the Board for reconsideration at its next regularly scheduled meeting. Decisions of the Board are final.

Employees will be reimbursed for documented tuition-related expenses including books and materials.

Upon the employee's request, the District's share of tuition or fees can be paid directly to the employee for advanced tuition or pre-registration. The employee shall complete the approved class or reimburse the district in full. Completion shall be shown by credit or clock hour documents from the school or institution from which the coursework was taken. Such documents shall become part of the Employee's personnel file.

The reimbursement will not cover the costs of transportation.

SECTION 12: NATIONAL BOARD CERTIFICATION

Employees who are enrolled in the National Board Certification Program will be given two (2) days of professional development per year release time to complete program requirements.

SECTION 13: PUBLIC INFORMATION REQUESTS

The District shall notify the Association immediately upon receipt of any request for information on individual bargaining unit members, the unit in whole, or any position thereof. The District shall provide a copy of the request to the Association president, and a written declaration of its intentions with regard to the provision of information including the specific information to be provided and the timeline in which said materials will be made available to the requesting party. The requesting party shall be identified.

ARTICLE III: EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1: INDIVIDUAL RIGHTS

The District as a recipient of public funds is committed to undertake affirmative action which will make effective equal employment opportunities for Employees and applicants for certificated employment.

Such affirmative action shall include a review of programs, the setting of goals, and the implementation of corrective employment procedures to increase the ratio of employees who are under-represented in the job classifications by age, race, gender, and disability in relationship to the availability of such persons having requisite qualifications. Such affirmative action shall also include recruitment, selection, training, education and other programs.

The personnel procedures to be followed by the Administration of the District shall ensure no such procedures discriminate against any individual. Reasonable steps will be taken to promote employment opportunities of those classes that are recognized as protected and/or underrepresented groups.

The District shall ensure that all applicants and staff are considered on the basis of bona fide job-related qualifications. The purpose of the affirmative action plan is to actively include persons of under-utilized classes in the employment process, not to exclude others from it. The District shall continue to emphasize in all recruitment contracts that nondiscrimination is a basic element in the District's personnel administration.

Employees will not be discriminated against with respect to hours, wages, or terms and conditions of employment by reason of his/her membership and activity in the Association or his/her institution of any grievance, complaint or proceeding under this Agreement. Equal employment opportunity, including application of this agreement shall be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Employees will be entitled to full rights of citizenship. Religious or political activities and the private and personal life of the employee will not be grounds for disciplinary action unless the District shows just and sufficient cause that such activities or private and personal life are harmful to the education program or adversely impact the performance of assigned duties.

SECTION 2: INDIVIDUAL CONTRACTS

The District shall provide each Employee a contract in conformity with Washington State Law, the State Board of Education regulations, and this Agreement. Individual contracts for Employees of the District, if issued prior to the completion of negotiations, shall contain a rider allowing adjustments as per the negotiated Agreement. Employees wishing to resign from their contract for the following year may do so in writing up to July 1. After July 1, employees will be released once a suitable replacement has been hired or at the discretion of the Superintendent. Every effort will be made by the district to secure a suitable replacement. In the event an employee resigns after July 1, the District may confer with the GEA and request that the internal posting timeline be reduced to three (3) days.

SECTION 3: PERSONNEL FILES

All contents of complete personnel files shall be kept within the district office. No other personnel file shall be kept by the District. Access to personnel files by others is pursuant to state law.

Employees shall have the right to inspect all contents of their complete personnel file kept within the District office. Upon request, a copy of any document contained therein shall be given to the Employee.

An Employee will have the right to comment on any materials placed in the personnel file and to have such comments attached to the material in question.

Derogatory information which results in written warnings and/or reprimands will be entered into an Employee's file under the following conditions: a) the Employee will be notified, in writing, that such information has been placed in the file, b) the Employee will be provided an opportunity to challenge the accuracy or appropriateness of such information, c) the Employee will be provided an opportunity to enter a written statement of clarification or explanation of such information.

Written warnings and/or reprimands and attached derogatory information will be removed after three (3) years provided no additional warnings and/or reprimands have been placed in the file during the three years. The right of removal shall not apply to substantiated information about verbal or physical abuse or sexual misconduct (as defined pursuant to law). To the extent allowed by law, unsubstantiated information about alleged verbal or physical abuse or sexual misconduct may be removed. This provision does not apply to the Evaluation Report.

Processed grievances shall not be entered into the Employee's personnel file.

SECTION 4: CLASSROOM VISITATION

All visitors to the school and/or classroom shall, as far as practical, obtain the approval of the Principal and if the visit is to a classroom, the time will be arranged after the Principal as conferred with the Employee involved.

The District will attempt to afford an opportunity for the Employee involved to confer with the classroom visitor before and/or after the visitation. All unannounced visitors shall be reported by the Employee to the Principal's office. Visits to a classroom during the school day shall not be a time for parent-teacher conferences.

The maximum number of visitors to a classroom at any one time shall be determined by the Principal after consultation with the Employee involved.

SECTION 5: STUDENT DISCIPLINE

(A) In the maintenance of a sound-learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. Employees shall maintain good order and discipline in their classrooms and workspaces at all times and the District shall assist them in doing so.

Discipline shall be enforced fairly and consistently. The Board and the Administration shall support and uphold Employees in their efforts to maintain discipline in the District, and shall give immediate response to all Employee requests regarding discipline problems providing the Employee has followed established District policy. The Board and the Administration agree to follow the Student Handbook on Discipline. The District and Association shall convene a student support and discipline committee, which shall review and revise the Student Handbook, create a district-wide reporting and recording system for student discipline data, and establish common expectations and responses, including progressive discipline, for all behavioral interventions. This committee will, at a minimum, meet six times throughout the year and will be compensated per diem for hours outside of their regularly contracted work day.

In addition, the committee shall identify appropriate professional development for student discipline and support. This committee shall be made up of equal numbers of district and association appointed members. By June 1st of each year, the committee will convene in order to review current policies and make any necessary changes for the following school year. If the committee meets outside of the contracted work day or year, employees will be compensated at the appropriate per diem rate.

(B) 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 meet annually during a Professional Learning (LID) Day with staff members to review the disciplinary procedures and expected enforcement of procedures, and shall seek employees' input regarding the development of these policies and procedures.

(C) One of the three funded professional learning days (RCW 28A.150.415) will have specific areas of focus as described in RCW 28A.415.445. Alternating years will focus on the following:

(1) Social emotional learning, trauma-informed practices, recognition and response to emotional or behavioral distress, adverse childhood experiences, mental health literacy, antibullying strategies, or culturally sustaining practices.
(2) Cultural competency, diversity, equity, or inclusion.

The above focus areas may be adjusted based on updated guidance published by OSPI. The areas of focus for the other two professional learning days can be determined locally.

(D) A building administrator and/or designee shall ordinarily be available during the school day in order to provide assistance and support in discipline cases. Each principal shall designate a staff person to deal with emergencies when the principals are both absent. In the event that this designee is a bargaining unit member, the employee shall receive a stipend of $25.00 per hour for each hour that they are acting as the designee. Each principal shall have an appropriate plan in place to deal with emergencies when neither are present or available. Plans will be developed and shared with GEA members prior to each new school year. Plans will be revised as needed throughout the year and revisions will be developed and shared with GEA members. This process shall be collaborative.

(E) An employee shall have the right to remove a student from class or activity when the employee determines that the student's presence poses an immediate disruption to the educational environment, provided that, except in emergency circumstances, the teacher must have first attempted one or more alternative forms of corrective action consistent with District Policy 3241 and RCW 28A.600.020.

As soon as reasonably possible, the following will occur when classroom exclusion is initiated by a teacher:

(1) The teacher must notify the principal or designee,
(2) The teacher will provide a written description of the behavior that led to the exclusion and send this to the principal or designee,
(3) The principal or designee will ensure that the teacher's classroom exclusion is documented and communicated to parent/guardian. This must occur no later than 24 hours after the exclusion being initiated.

In no event shall an excluded student be returned during the balance of that class or activity period, or up to the following two days, in accordance with RCW 28A.600.020 without the consent of the teacher, or until the principal or his or her administrative designee and the teacher have conferred. Conferring privately allows the teacher and administrator an opportunity to discuss the situation to ensure the highest probability of the student returning successfully to the classroom. An administrator will confer with the impacted educator on how they can collaboratively best support the student's return to the classroom.

(a) In the event that a student has been excluded three times in a one-month period for the disruptive behavior(s), the teacher shall refer the student to the Student Study Team (SST). An SST meeting will include the classroom teacher, an administrator, and a counselor; it may also include other support staff. The team will identify an intervention plan for the student.
(b) Extended exclusions beyond the initial class or activity period including continued classroom exclusion shall follow the student's due process rights, District Policy 3241 and RCW 28A.600.020.

(F) Following significant classroom safety incidents, the District may communicate with affected families when administration determines such communication is appropriate based on the nature and impact of the incident. The form, timing, and method of

communication shall be determined by administration after conferring with the teacher, based on the circumstances of the incident, and consistent with applicable law.

(G) Each Employee shall be promptly advised of any complaint made to the Administration regarding the Employee's discipline of students. The Employee shall be given the opportunity to present his or her version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged. Such matters shall be handled in accordance with the "Due Process" provision of this Agreement.

In case of extraordinary misconduct or insubordination, when the Employee deems it necessary, he or she may recommend to the Principal a pupil's suspension or expulsion from school.

(H) The district will work with the GEA to further develop/review discipline systems which include restorative practices, de-escalation strategies, tiered supports, and PBIS. Administration will continue to work with the two school counselors to develop and implement tiered behavior systems.

SECTION 6: SCHOOL SAFETY/SECURITY

A crisis plan will be developed by the District. The crisis plan must be in print and a copy provided to each staff member at a review and information session at the beginning of each school year, not later than October 1st. This plan includes but is not limited to natural disasters, active shooters, lockdowns and lockouts.

SECTION 7: EMPLOYEE PROTECTION

The District agrees to provide for every Employee covered by and during the terms of this Agreement liability insurance in the amount of not less than $100,000 in case of a suit arising from or in the performance of duties. This coverage shall apply for any Employee on or off District premises, provided such Employee at the time of the act or omission was involved in an authorized school-related activity.

The District shall maintain such coverage in the District's liability policy as is necessary to insure that the insuring company waives all rights of recovery from any certificated Employee any money paid on behalf of the District and/or its Employees.

Whenever an Employee is absent from employment or unable to perform currently contracted duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated sick leave.

Whenever an Employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the district shall allow employees to supplement Workers' Compensation with accrued leave or take unpaid leave, at the employee's discretion. Additionally, employees shall be allowed to keep all compensation paid for by Workers' Compensation.

During the instructional year, an Employee's personal education property, used for educational purposes in the classroom, that is stolen, damaged or destroyed, shall be replaced or repaired by the District within the following limitations:

(A) Such personal educational property must be properly registered with the Superintendent or designee. Registration shall include a description and an estimated value of the property.

(B) Loss or damage to the property as a result of Employee negligence shall not be covered by this provision.

(C) Personal property must be stored in areas designated by the Superintendent or designee.
(D) District coverage of Employee's personal property shall not exceed the amount of the deductible of the Employee's personal property insurance, $1,000 or the value of the property, whichever amount is the least.

SECTION 8: DUE PROCESS

No Employee shall be disciplined without just cause. Progressive discipline steps shall include verbal warning, written warning, written reprimand, suspension without pay, and termination as a final and last resort.

The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when appropriate, depending on the nature of the issue.

Employees shall be notified by the District of any complaint or misconduct charge from District staff, students, patrons or others within two (2) working days of receipt of such complaint(s). The complainant must file said complaint, except as otherwise provided for by law, within fifteen (15) calendar days of knowledge of the alleged omission or commission upon which said complaint is based. In the event the timeline(s) above are not met, no disciplinary action nor record of the complaint shall be included in the affected employee's personnel file.

An Employee may, at his/her discretion, have a representative of the Association present during any meeting which the employee reasonably believes could result in disciplinary action. District administrators shall advise employees of their right to representation prior to conducting an investigatory or disciplinary meeting.

When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present. In cases where the health, safety and well-being of students, other Employees, or District patrons necessitate immediate action, the District will place the employee on administrative leave until an investigation can be completed.

It is agreed that all matters involving the disciplining of an Employee shall be subject to the grievance procedure contained in the Agreement, except matters relating to the substance of evaluation, discharge, probation and non-renewal, which shall be subject to appropriate statutes, regulations, and provisions of this Agreement.

SECTION 9: ACADEMIC FREEDOM

The District and the Association believe that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level of specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. All instructional activities shall comply with the District's instructional materials policy. Clearly questionable matters concerning the appropriateness of the issue to the curriculum and maturity of the students shall be referred to the Superintendent for consultation prior to presentation.

In the presentation of all controversial issues, the Employee shall make every effort to effect a balance of biases, divergent points of view, and afford opportunities for exploration by the students into all sides of the issue. The Employee's responsibility shall be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility the Employee shall be well informed in the areas being studied and present the issues in a manner by

which the class perceives the objectives of the student and understands the issues involved and their implications.

In discussing controversial issues, the Employee shall 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 shall respect positions other than his or her own. Students shall be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

No mechanical or electronic device, including but not limited to tape records and video recorders shall be used in any classroom for the purpose of evaluating instruction or teacher performance without the knowledge of the employee involved.

ARTICLE IV: GRIEVANCE PROCEDURE

SECTION 1: PURPOSE

The purpose of Article IV is to provide for orderly and expeditious adjustment of grievance.

SECTION 2: DEFINITIONS

(A) A grievance is an alleged misrepresentation of, misapplication of, or violation of terms and/or provisions of this Agreement.
(B) Grievant shall mean an individual, a group of individuals or the Association.

SECTION 3: APPLICABILITY

The applicability of this grievance procedure to evaluation and probation shall be limited to the failure of the Principal to comply with the procedures for evaluation and probation set forth in this Agreement. Any grievance proceeding hereunder shall not limit or affect the authority of the District to proceed with probationary, non-renewal or discharge action pursuant to the requirements of state law.

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter with the Principal. Any such agreement shall be consistent with this contract.

SECTION 4: GRIEVANCE PROCEDURE

At all steps the grievant shall be entitled to be accompanied by the Association Representative if he/she so chooses.

(A) STEP ONE: Principal
As it is most desirable for an Employee and the Principal to resolve problems through free and informal communications, the Employee and the Principal shall attempt to do so. However, should such an informal process fail to satisfy the claimant, then a grievance may be processed through the succeeding steps. This procedure shall be initiated within fifteen (15) working days of the occurrence of the event giving rise to the grievance.
(B) STEP TWO: Superintendent

The aggrieved Employee shall, within fifteen (15) working days of the date the Employee first opened discussion with the Principal, present the facts in writing to the Superintendent. The statement of the grievance shall contain:

(1) The facts on which the grievance is based;
(2) A reference to the specific provision(s) of this Agreement which have been allegedly violated; and
(3) The remedy sought.

The Superintendent shall meet with the aggrieved Employee within ten (10) workdays of receipt of the written grievance. The purpose of this meeting shall be to affect a resolution of the grievance. The Superintendent shall provide a written decision, incorporating the reasons upon which the decision was based to the aggrieved Employee within ten (10) working days of the conclusion of the meeting.

(C) STEP THREE: Board of Directors

If no satisfactory settlement is reached at Step Two, the grievance may be appealed to the School Board within ten (10) working days after receiving the Superintendent's written decision. Such appeal must be in writing and, in addition to the information contained in the grievance as outlined in Step One, the appeal must state the reason(s) the Superintendent's decision was not satisfactory. If the appeal is received by the Board at least ten (10) working days prior to a regularly scheduled Board meeting, the Board shall meet with the grievant to review such grievance in executive session at the next regularly scheduled Board meeting. If the appeal is received by the Board within four (4) or less working days prior to a regularly scheduled Board meeting, the Board, at its discretion, may: (1) meet with the grievant in executive session at the next regularly scheduled Board meeting; (2) meet with the grievant in executive session at the first subsequent regularly scheduled Board meeting to the next regularly scheduled Board meeting; or (3) call a special meeting of the Board at which the Board would meet with the grievant in executive session. The Board shall provide a written decision to the grievant within five (5) working days of the conclusion of the meeting.

(D) STEP FOUR: Arbitration

If no satisfactory settlement is reached at Step Three or the grievance is not withdrawn, the grievant may request the Association to submit within fifteen (15) working days of receipt of the Step Three decision that the grievance proceed to final and binding arbitration. Such arbitration shall be conducted by an arbitrator selected by the grievant and the District and shall be conducted under the rules of the American Arbitration Association.

During the arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds or evidence not previously disclosed to the other party.

Each party shall pay any compensation and expenses related to its own witnesses or representatives.

The District and the Association shall share the compensation of the arbitrator, including necessary expenses.

The total cost of the stenographic record, if requested, will be paid by the party requesting it. If both parties request a copy, each shall pay one-half of the costs.

The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following: (1) the termination of services or failure to reemploy any provisional Employee, (2) the termination of or failure

to reemploy any Employee to a position on the supplemental salary schedule, (3) any matter involving Employee evaluation, provided the evaluation procedure shall be subject to the arbitrator's review, and (4) any matter involving Employee probation procedures, discharge, non-renewal, adverse effect or reduction-in-force.

SECTION 5: TIME LIMITS

Time limits provided in this procedure may be extended when agreed to in writing by the District and the grievant. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.

SECTION 6: REPRISALS

No reprisal of any kind will be taken by any party against any party because of participation in a grievance. The Board and Administration will cooperate with the Association in its investigation of any grievance.

ARTICLE V: EVALUATION

The parties will renegotiate and update contract language for Article V, Evaluation. These negotiations will commence no later than October 15, 2026.

SECTION 1: GENERAL PROVISIONS

During a school year all employees shall be observed, for the purpose of evaluation in accordance with the procedures and criteria set forth herein. The evaluation process is intended to contribute to the professional growth of all employees. Employees are subject to evaluation in their total assignment.

SECTION 2: EVALUATION SYSTEM PREAMBLE

An evaluation system for teachers has the following elements, goals, and objectives:

(A) The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.

(B) The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

(C) Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

(D) An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.

(E) All disputes concerning the content and procedures of the evaluation shall be subject to due process protections and the grievance procedure.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and, as defined in RCW 28A.405.110 (1), “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 evaluations 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 one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

"To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance."

SECTION 3: DEFINITIONS AND NOTES

(A) **Criteria** shall mean the eight (8) state defined categories to be scored.
(B) **Component** shall mean the sub-section of each criterion.
(C) **Evaluator** shall mean a certificated administrator who has been trained and certified by an accredited institution of higher learning in observation and evaluation techniques (including but not limited to certification in "inter-rater reliability techniques"), and in the use of the specific instructional framework and rubrics contained in this agreement.
(D) **Artifacts** shall mean any products generated, developed, or used by a certificated teacher.
(E) **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is a sampling of data to inform decisions about level of performance, should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio. Input from parents or anonymous sources shall not be used as evidence in an evaluation. Student input may be used as evidence in an evaluation only if it is gathered by observing students during the course of a teacher observation.
(F) **Student Growth Data** shall be selected by the teacher and shall mean the change in student achievement between two points in time within the current school year. Assessments used to demonstrate such growth shall primarily be classroom-based and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
(G) **Not Satisfactory** shall mean:
    (1) Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
    (2) Level 2: Basic – If the classroom teacher on a continuing contract with more than five years of teaching experience receives a summative score of two (2) two years in a row, or two years within a consecutive three-year period, the teacher is not considered to be performing at a satisfactory level.
(H) **Teacher** shall mean any certificated staff member who spends more than fifty (50) percent of his or her school day providing academically-focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the district's framework and rubrics.
(I) **School Day,** as it applies only to the evaluation of teachers, shall mean any day in which the majority of students are engaged in academically-focused learning activities.

SECTION 4: STATE CRITERIA, FRAMEWORK, AND SCORING

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

(A) Centering instruction on high expectations for student achievement;
(B) Demonstrating effective teaching practices;
(C) Recognizing individual student learning needs and developing strategies to address those needs;
(D) Providing clear and intentional focus on subject matter, content, and curriculum;
(E) Fostering and managing a safe, positive learning environment;
(F) Using multiple student data elements to modify instruction and improve student learning;
(G) Communicating and collaborating with parents and school community;
(H) Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The complete instructional framework is included in Appendix P.

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

SECTION 5: CRITERION PERFORMANCE SCORING

Each rating will be assigned the following numeric values:
Unsatisfactory – 1, Basic – 2, Proficient – 3, Distinguished – 4

When there is more than one (1) component, if a 4 (Distinguished) is scored, the overall criterion score cannot be lower than 2 (Basic). When there are two (2) components to a criterion, the average of the two scores will be the final criterion score. When there are three (3), five (5), or seven (7) components to a criterion, the median score will be the final criterion score. When there are four (4) or six (6) components to a criterion, the average of the two (2) median scores will be the final criterion score. When a final criterion score includes a fractional number (for example 2.3), all scores with fractionals below .5 will be rounded down, and all fractionals .5 or above will be rounded up. (For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.)

SECTION 6: SUMMATIVE PERFORMANCE RATING

All classroom teachers shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

(A) 8-14 points— Unsatisfactory
(B) 15-21 points—Basic
(C) 22-28 points—Proficient
(D) 29-32 points— Distinguished

SECTION 7: STUDENT GROWTH CRITERION SCORE

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and

SG 8.1. The evaluator shall add up the raw scores on these components and the employee shall given a score of low, average or high based on the following scoring bands:

(A) 5-12—Low
(B) 13-17—Average
(C) 18-20—High

Student growth data shall be derived from multiple sources, and must be appropriate and relevant to the teacher and subject matter. It shall include teacher initiated, formal and informal assessments of student progress. With the exception of formative assessments, student achievement data that is not calibrated to show growth between two points in time during the current school year shall not be used to calculate a teacher's student growth criterion score.

If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, s/he must automatically be moved to the Proficient (3) level for the summative score.

If a teacher receives a Low student growth score on the summative evaluation, the teacher will select one of the following activities in which to engage:

(1) Triangulate student growth measure with other evidence (including observations, artifacts, and student-related evidence) and additional levels of student growth based on classroom, school, district and state-based tools;
(2) Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
(3) Schedule monthly conferences with the evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
(4) Create and implement a professional development plan to address student growth areas.

SECTION 8: APPLICABILITY

This evaluation system only applies to classroom teachers, specifically those with assigned group(s) of students who spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students, and whose duties are consistent with the state criteria for teachers and the district's framework and rubrics.

The term "classroom teacher" does not include ESA's, counselors, librarians, media specialists, TOSA's, instructional coaches, curriculum specialists, or other bargaining unit members who do not spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students and whose duties are not consistent with the state criteria for teachers and the district's framework and rubrics.

Such bargaining unit members shall continue to be evaluated under the evaluation system detailed elsewhere in this Agreement.

SECTION 9: NOTIFICATION

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

SECTION 10 - GENERAL EVALUATION AGREEMENTS

(A) **Out of Content/Endorsed Areas** - Teachers evaluated while teaching outside of their content areas or endorsed areas shall have minimal emphasis placed on their understanding of subject matter, content, and curriculum during their first year of such placement. However, consideration may be given to teachers' progress towards endorsement.

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

Teachers shall not be evaluated as a member of a team while teaching outside of their content or endorsed areas, except at the option of the teacher.

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

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

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

SECTION 11 - PROFESSIONAL DEVELOPMENT

Prior to being evaluated the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development to understand the framework and the evaluation process. Such professional development shall be provided as follows:

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 information appropriate to the teacher's position and track in the evaluation cycle.

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

SECTION 12 - PROVISIONAL TEACHERS

(A) "Provisional Teachers" are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.

(B) All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
(C) All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.
(D) All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District shall be removed from provisional status by the Superintendent.
(E) The Principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.
(F) Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:
(1) A completed comprehensive evaluation conducted in accordance with the Procedures for Evaluation described in this section.
(2) A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performance, and indicators of benchmark achievement.
(3) A description of the assistance and services the District will provide to the teacher to improve his/her performance;
(4) Periodic reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies;
(5) Written notice to the Association and teacher regarding the teacher's progress prior to March 1, or thirty (30) calendar days after the teacher began work on the plan, whichever is later.

SECTION 13: PROCEDURES FOR EVALUATION

All classroom teachers shall be evaluated each school year by their principal. In the event that circumstances prevent the principal from performing an observation or an evaluation, his or her designee may do so with approval of the Superintendent. The principal or designee is referred to herein as the "evaluator" and shall meet the same qualifications as the definition of "evaluator" provided for in this Agreement.

If a teacher is assigned to two or more schools, s/he shall be able to choose his or her evaluator.

Within fifteen (15) school days of the beginning of the school year, or within fifteen (15) school days in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conferences, to review evaluative criteria and procedures including:
(A) Each staff member's position or assignment and/or special administrative expectations.
(B) The process the administrator shall follow in evaluating the classroom teacher.

(1) **Informal observations** of less than thirty (30) minutes in duration, or a series of observations (two or more observations occurring within any ten (10) working days) may be utilized by the evaluator at his/her discretion provided the observation is of sufficient length to allow the evaluator to adequately assess the

situation being observed and the teacher receives a copy of the record of each observation as compiled by the evaluator within three (3) days of the observation. If there is an area of concern noted in any such record, written documentation of the observation must be provided to the teacher for that evidence to be used in the evaluation process.

Evidence used in evaluations may come from sites other than the classroom.

Information or data gathered during informal/drop-in/walkthrough visits to a teacher's classroom by his or her evaluator may be used as part of the evaluation when prior notice of such visits has been provided. Such notice must be verbally given to individual teachers no later than the previous school day.

Any time after an informal observation has been conducted a teacher may request a post-observation conference to discuss that observation.

(2) **Formal Observations** - All teachers shall be observed at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes. Prior to each formal observation, the teacher and the evaluator shall mutually agree to the date, time and location for said observation.

Such formal observations will take place when the teacher is providing instruction to students.

Except in cases of emergencies or unforeseeable circumstances, formal observations shall not be scheduled less than four (4) weeks apart, except at the request of the teacher, in order to allow for conferencing and growth.

An evaluator's observation report shall only focus on the observations of activities discussed by the teacher and evaluator during the pre-observation conference. However, all aspects of the observation may be discussed in a post-observation conference. Teachers shall have the opportunity to provide unobserved evidence of having met certain criteria and goals.

(3) **Comprehensive Evaluations -** All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. See Appendix.

The following classroom teachers shall receive an annual comprehensive summative evaluation: Provisional Teachers and any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

(4) **Focused Evaluations** - In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation. A focused evaluation

includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. The summative score for the focused evaluation shall be the summative score from the most recent comprehensive evaluation, unless the employee earns a distinguished score, in which case the summative focused score shall be distinguished.

Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed, plus the professional growth activities linked to that criterion. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.

The selected criterion, however, must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

If the employee chooses criterion 1, 2, 4, 5, or 7, s/he must also complete the student growth components in either criterion 3 or criterion 6.

If the selected criterion for the focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.

Teachers shall have the option of being evaluated as a member of a team or as an individual.
The evaluator must assign a summative evaluation performance rating for the focused evaluation using the methodology adopted by the Superintendent of Public Instruction for the instructional framework being used.

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator.

The request of the teacher must be received in writing prior to the start of the school year. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns related to one of the other evaluative criteria. That concern and that direction shall be shared with the teacher in writing at that time.

Classroom teachers shall be observed for the purposes of evaluation using the observation and evaluation steps listed below. No observations will occur during the week of Thanksgiving or the two school days prior to winter or spring breaks, unless otherwise mutually agreed upon by the teacher and evaluator.

SECTION 14: TEACHER EVALUATION PROCESS

(A) Step 1: Teacher Self-Assessment – **September/October**
By the first **Wednesday in October** using the eVal system, each teacher reflects on

his/her practice , marking where they see their **current performance**. You may choose either to self-evaluate using the 8 criteria or the Danielson framework. This is a personal reflection of practice and the teacher has the option of sharing or not sharing the results with the evaluator. This self-assessment serves as a tool for the goal setting conference.

(B) Step 2: Goal Setting Conference – to occur on or before the last working day in November.

The *Goal Setting Conference Form(s)* and *Student Growth Goal Form* must be completed in eVal by **the second Wednesday in October** and made visible to the evaluator prior to the goal setting conference.

Each teacher on a Focus Review combines his/her self-assessment with district and/or building initiatives and selects one of the eight (8) criteria as the goal for the year. If a teacher chooses criteria 1, 2, 4, 5, or 7 then the teacher must also choose a student growth goal (3, 6, 8) that is specifically linked to the selected criteria. Teachers on a Comprehensive Review will create a goal for each of the four Danielson domains and also determine a measurable student growth goal (3, 6, or 8)..

The evaluator reviews the *Goals Setting Conference Document(s)* and *Student Growth Goal Form* in advance of the conference date and a conference date shall be determined.

Step 3-5 will be scheduled by the evaluator between October and April after the Goal Setting Conference has occurred.

(C) Step 3: Pre-Observation

(1) For formal observation, the teacher completes the *Pre-Observation Form* and makes it visible on eVal to the evaluator prior to the scheduled pre-observation conference. The evaluator reviews the Pre-Observation information in advance of the pre-observation conference.

(2) The teacher and evaluator meet and discuss the lesson and identify any specific areas of focus and establish a date for the formal observation. (The goals may be referenced, if applicable).

(D) Step 4: Observation

The evaluator conducts the observation of practice within three working days of the pre-observation conference. The evaluator will make the evidence visible to the teacher in the eVal system within three (3) working days of the observation. The teacher may submit comments/additional information/concerns in eVal, as necessary. If either the teacher or evaluator is unavailable to meet within the three day period, the conference shall be rescheduled to occur within three school days of such cancellation.

(E) Step 5: Post-Observation

(1) Prior to the Post-Observation Conference, the teacher conducts a reflection of the lesson by (1) reviewing the evaluator's evidence and (2) answering questions on the *Post-Observation Form* and making it visible in eVal. The teacher may upload evidence or supporting materials into eVal from the observed lesson. The teacher makes documents visible to the evaluator within three (3) working days after the formal observation.

(2) The evaluator reviews the teacher’s reflection of the lesson and will be discussed in the Post-Observation Conference. Within three (3) working days of the

evaluator receiving the documents, the teacher and evaluator will meet for the *Post-Observation Conference* in which they:

(a) The teacher leads the discussion of his/her evidence and reasons for assessing the component as he/she did. The evaluator responds with his/her evidence and together they arrive at an assessment for the differing views, recording these in eVal.
(b) When evidence of a Basic or Unsatisfactory rating is received by the teacher, a discussion and proactive plan will be developed to support the teacher's improvement.
(c) If either the teacher or evaluator is unavailable to meet within the three day period, the conference shall be rescheduled to occur within three school days of such cancellation.

(F) Step 6: Summative Assessment/Score – **No later than May 1st**

(1) The teacher and evaluator shall meet to discuss the teacher's summative final score. At the end of the evaluation cycle, the teacher and evaluator review the evidence accumulated through the cycle including:
    (a) Formal observation/evaluation
    (b) Informal observation
    (c) Artifacts
    (d) Student growth data
    (e) Ancillary (accessory) evidence
(2) Student growth data shall only be used in the teacher's evaluation process if such data is relevant to the teacher and the subject matter. "Student Growth" means the change in student achievement between two points in time.
(3) Employees shall have transparent access to all such District data available.

SECTION 15; MULTIPLE MEASURES

Multiple measures of student growth must be used in the evaluation process and such measures may include classroom-based, school-based, and District-based tools. Student performance on standardized tests (e.g. MSP) shall not be used for the purpose of an employee evaluation or transfer, unless required by law.

Multiple measures may also be used as evidence to assess a teacher's professional performance against the instructional frameworks. Such measures, selected by the teacher, may include, but are not limited to the following:

SECTION 16: ARTIFACTS

Artifacts such as lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning.

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

SECTION 17: PROFESSIONAL CONTRIBUTIONS

Professional Contributions such as curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc.

Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.

SECTION 18: IMPACTS ON LEARNING

Impacts on Learning such as student work samples and learning goals; district, school, and classroom assessment of students; student portfolios, both formative and summative student growth data, student projects, data walls, etc.

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

(A) The teacher shall use the evidence to conduct a self-assessment for current, typical performance for the year's evaluative cycle using the *Summative Evaluation of Practice* document (Form F). This document shall be used in discussion with the evaluator. It shall not be submitted as part of the evaluation cycle.
(B) The teacher and evaluator discuss their overall assessment of the evaluation process, and their perceptions of the results of that process during the conference.
(C) If an agreement cannot be reached on the assessments, the evaluator's assessment shall be recorded and the teacher may follow the due-process agreement already set in the contract.
(D) If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide at least three (3) pieces of evidence for that judgment for each criterion scored Basic or Unsatisfactory.
(E) If a classroom teacher that is a continuing contract employee with more than five years of teaching experience receives a Level 2 (Basic) rating for two consecutive years or two years within a consecutive three-year time period, then his or her performance shall be judged "unsatisfactory".
(F) All employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District. Such support may include, but not be limited to, class size limits, paid inservice training, release time to observe colleagues, option to transfer, outside evaluator, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans.
(G) The employee and evaluator shall meet either prior to the end of the school year in which the "Basic" or "Unsatisfactory" rating was received, or at the beginning of the following school year, to mutually determine the kind of additional support that would best serve the employee.
(H) Any teacher whose performance has been judged unsatisfactory on the *Summative Evaluation of Practice* document (Form F) may be placed on a program for improvement any time after October 15 of the following year.

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

SECTION 19: TOTAL OBSERVATION TIME FOR EACH STAFF

(A) The total observation time for each teacher for each school year shall not be less than sixty (60) minutes. At least one (1) observation shall be for a minimum of thirty (30) minutes. Exception: For teachers on FOCUSED EVALUATION who choose a non-observable Criteria, a classroom based observation will not be required.

(B) The teacher shall be given a copy of the completed annual evaluation. The teacher shall sign the report and any attachments just to indicate he or she has read the report, has had an opportunity to discuss the report with the evaluator, and has received a copy.

SECTION 20: PROBATION (NON-PROVISIONAL)

Teachers may only be placed on probation from the Comprehensive Evaluation system described in this document. No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the new (ESSB 5895) evaluation system with an emphasis on developing inter-rater reliability.

Teachers shall have the right to Association representation at all probationary conferences.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of Level 2 (Basic) or less.

The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

Before placing a teacher on probation, the following shall occur:

(A) The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 20th. The employee shall have the opportunity to have an Association representative in attendance at the conference.

(B) If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30th. The evaluator must make a written recommendation of same to the Superintendent. A copy of the

recommendation for probation must be sent to the employee. The evaluator's recommendation for probation shall include the following:

(C) A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria.

(D) Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.

(E) A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in discrete areas in which the employee may need improvement, according to the criteria included on the evaluation instrument; and

(F) A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.

Performance standards will not be greater for probationary employees than for other teaching staff. At the request of the probationary employee, release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.

(1) The Superintendent, or his/her designee, shall review the evaluator's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation he/she may continue to work with the parties involved.

(2) If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include all provisions of Step 2 above. At this time the evaluator shall meet with the employee and, at his or her request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.

(3) During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.

(4) The probationer may request and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certified administrator from within the District or from outside the District.

SECTION 21: ESD EVALUATOR

If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her. The ESD evaluator will do an evaluation independent of the original evaluator, but using the plan of improvement mutually agreed to by the District and the Association as a basis for the evaluations. The ESD evaluator will evaluate the employee based on observation of classroom performance and student growth data, professional contributions, and impacts on learning presented by the employee. During this time the employee will not be transferred from the supervision of the original evaluator but his or her final summative evaluation will be based primarily on the findings and

conclusions presented to the original evaluator by the ESD evaluator.

(A) The probationer must be removed from probation if he/she has demonstrated improvement to the satisfaction of the original evaluator in the area(s) specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her plan of improvement.

A teacher who is on a plan of improvement must be removed from probation if s/he has demonstrated improvement in the areas described as deficient. The teacher must also be removed if he or she has five (5) or fewer years of experience and scores a 2 (Basic) or above, or if he or she is a teacher of more than five (5) years experience and scores a 3 (Proficient) or above.

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

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

SECTION 22: NON-RENEWAL, ADVERSE ACTION, AND DISCHARGE

In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A.400 et. seq.

SECTION 23: 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 a teacher of his/her assigned duties.
- (3) To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- (4) To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- (5) Beginning in 2015-2016, as one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

(B) Evaluation results shall not be:
- (1) Shared or published with any teacher-identifying information.
- (2) Shared or published without prior notification to the individual and Association.
- (3) Used to determine any type of base or additional compensation.

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

SECTION 24: RECORDKEEPING

(for Districts using eVal or another electronic format)
The District shall adhere to the following:

(A) A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
(B) Teachers shall have access to their eVAL account in current, and subsequent, year(s).
(C) Evaluators shall notify the teacher of any additional evidence submitted about them to eVAL within forty-eight (48) hours of submission.
(D) Teachers shall not be required to share personal assessment information utilized within the eVAL system.
(E) Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
(F) Any and all data entered into eVAL shall be considered confidential, and not subject to public disclosure.

SECTION 25: EVALUATION DOCUMENTS

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

SECTION 26: LEGISLATIVE IMPACTS

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

SECTION 27: RESPONSIBILITY FOR EVALUATION

The Principal shall be responsible for the evaluation of all Employees. The Principal may designate other administrative staff to assist in the evaluation process.

SECTION 28: FOR EMPLOYEES NOT SUBJECT TO THE TPEP EVALUATION:

(A) Long Form (Formal) Evaluation
Employees on long form evaluation shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each Employee for each school year shall not be less than sixty (60) minutes. The results of the observations shall be documented in writing by the Evaluator and provided to the employee within three (3) working days after the report is prepared. This document will be presented to the Employee at the observation conference with the Evaluator. No evaluation except the formal evaluation may be used as a basis for determining that an employee's work is unsatisfactory.

New employees shall be observed at least once for a total observation time of not less than thirty (30) minutes during the first ninety (90) calendar days on their employment.

(B) Short Form Evaluation

After four years of satisfactory evaluation an Employee may elect to be evaluated using the short form. The evaluation will be based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of the observations. The Evaluator will prepare an annual written report using the Formal Evaluation Form and present it to the Employee within three (3) days after the report is prepared. In any given year, the Employer or Evaluator may request that the Employee be evaluated using the formal evaluation process.

(C) Professional Growth Option (PGO)

In lieu of the short form evaluation the professional growth option (PGO) may be chosen by an Employee with mutual agreement from the assigned Evaluator. The PGO process is designed to encourage professional growth and shall be a collaborative process.

Employees will be evaluated annually using the PGO forms contained in this agreement. The Employee shall complete the PGO planning worksheet to set individual goals and outline plans for accomplishment. The plan may include observation and comment by peers, employee's students and parents of those students as selected by the Employee. Such observation and comment shall not be included as part of the employee's permanent records. All written materials generated for or resulting from the PGO shall be maintained by the Employee.

Throughout the year, the Employee and the Evaluator shall meet formally and informally to discuss collaboratively the progress on the goals and to refine and update any need for resources.

By May 15th, a self-assessment meeting shall be held to analyze data and review the success of the employee's goals. At this meeting the PGO Verification form shall be presented by the Employee or compiled collaboratively to be submitted to the district personnel file in lieu of the Formal Evaluation Report. Information from the PGO cycle may not pass to the summative evaluation cycle nor to the personnel file. (See Appendix A and A-1).

(D) Formal Evaluation Report Procedures

Each evaluation shall be reported by the Evaluator on the Formal Evaluation Report Form contained in this Agreement. The Evaluator shall prepare a written statement in each category of the evaluation report. The statement shall be based on the applicable evaluation criteria.

By May 15th the Evaluator shall hold a conference with the Employee and discuss the evaluation report. Evaluators will hold evaluation conferences with employees confidential. If the Evaluator finds that the Employee is in need of improvement or is performing unsatisfactorily in any of the applicable evaluation criteria, the reasons therefore shall be set forth in specific terms. An identification of the specific ways in which the Employee is to improve, and/or the types of assistance that shall be given, shall also be specified.

The evaluation report shall be prepared in duplicate and signed by the Employee. One (1) copy shall be retained by the Employee and one (1) copy shall be placed in the Employee's personnel file.

Within five (5) days of the Employee's receipt of the evaluation report, the Employee may submit signed comments concerning the report, which shall be attached to the report in the Employee's personnel file and considered with the evaluation report.

(E) Probation

In the event that the Principal determines that on the basis of the evaluation criteria the performance of an Employee is unsatisfactory, the Principal shall report the same in writing to the Superintendent. The evaluation report shall include the following: the evaluation report and the recommended specific program designed to assist the Employee in improving his or her performance.

(F) Probationary Periods

If, in the Superintendent's judgement, the performance of an Employee is unsatisfactory, the Superintendent shall place the Employee on probationary status beginning on or before February 1 of the school year. On or before February 1 the Employee shall be given a written notice of the action of the Superintendent which shall contain the following information:

(1) Specific area of performance of deficiencies.
(2) Suggested specific program for improvement, including a prescription for a remediation which spells out courses of action which provide the Employee the opportunity to demonstrate an acceptable level of performance.
(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(s) of deficiency.
(4) A prescription for assistance, when deemed appropriate in the reasonable judgement of the Principal, whereby the Employee will be assisted in improving the level of performance to an acceptable level.

During a probationary period the Principal shall meet with the probationary Employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the Employee. The probationary Employee may be removed from probation at any time that he/she has demonstrated improvement to the satisfaction of the Principal, but no later than May 1 annually.

(G) Post Probation Report

Unless the probationary Employee has previously been removed from probation, the Principal 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 of the following recommendations for further action:

(1) That the Employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
(2) That the Employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to not renew the employment contract of the Employee.

(H) Criteria for Teacher Evaluation

(1) Instructional Skill

(a) Identifying the learning needs of individual pupils.
(b) Establishing learning objectives/outcomes consistent with individual pupil learning needs.

(c) Planning and developing a variety of instructional experiences appropriate to specified learning objectives/outcomes.
(d) Conducting/implementing the instructional plan/experience.
(e) Using the principles of learning to facilitate the learning objectives.
(f) Assessing pupil's learning/achievement of outcomes and in using the resultant data in the design of future instructional experiences.
(g) Identifying and implementing local school district policies which affect/influence instructional decisions, school and classroom procedures, etc.

(2) Classroom Management

(a) Selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved.
(b) Organizing the physical setting so that it contributes to learning.
(c) Identifying and appropriately using instructional resources available throughout the school district and the community.
(d) Organizing individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired.
(e) Providing a classroom climate conducive to student learning.

(3) Professional Preparation and Scholarship

(a) Use instructional strategies/methods appropriate to the pupil(s), subject matter(s) taught, and learning outcomes desired.
(b) Relate/use the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences.
(c) Specify educational philosophy underlying one's instructional decision.
(d) Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.).
(e) Implement statutes and rules/regulations which have implications for the professional's practice, subject matter specialization, school policy.
(f) Demonstrate commitment to the profession and its code of ethics.

(4) Effort Toward Improvement When Needed

(a) In-service and career development activities sponsored by the District, educational service district, and professional organizations.
(b) Continuing education and training initiated and selected by the individual.
(c) Follow-through and response to recommendations included in periodic and annual personnel evaluations.
(d) Self-assessment/evaluation and identification of strengths, needs, limitations.

(5) The Handling of Student Discipline and Attendant Problems

(a) Recognizing conditions which may lead to disciplinary problems.
(b) Establishing clear parameters for student "in-classroom" conduct and make known these expectations.
(c) Developing appropriate strategies for preventing disciplinary problems.
(d) Responding appropriately to disciplinary problems when they do occur.
(e) Resolving discipline problems in accordance with law, school board policy, and administrative regulations and policies.

(f) Assisting students toward self-discipline and acceptable standards of student behavior.

(6) Interest in Teaching Pupils

(a) Enjoys the process of working with students.
(b) Recognizes characteristics of each student.
(c) Uses knowledge of individual student(s) to design learning experiences and facilitate learning.

(7) Knowledge of Subject Matter

(a) Depth of knowledge in the subject matter area.
(b) Extent to which the teacher keeps abreast of new developments, ideas, and events in the subject matter area(s).
(c) Enthusiasm and interest of the teacher in the subject(s) taught as reflected in the teacher's continuing professional development.
(d) Relationship between one's subject matter field and other disciplines/subjects.
(e) Breadth of knowledge in general education/liberal arts or pursuit of such knowledge.

SECTION 29: EVALUATION CRITERIA - LIBRARIANS

(A) Media Role

(1) Selects media and equipment consistent with the District's selection policy and appropriate to the curriculum.
(2) Selects a balance of media to meet a variety of learning styles and teaching strategies.
(3) Maintains a well organized learning resource center for effective use of media.
(4) Provides maintenance for materials and equipment.
(5) Develops and implements a program for the integration of materials and equipment into the learning experience.
(6) Identifies needs for locally produced materials.
(7) Relates services from the District level to meet building instructional needs.

(B) Program Planning

(1) Creates a welcoming and comfortable atmosphere for students and teachers in the Learning Resource Center.
(2) Directs aides, volunteers and student help with efficiency and understanding.
(3) Develops program objectives and works toward their achievement.

(C) Teaching

(1) Utilizes teaching techniques which are consistent with the selected objectives. Such techniques will:

(a) make provision for differences in ability among students;
(b) provide for the previous knowledge, abilities, and interests of the class;
(c) make effective use of instructional equipment, materials and resource personnel;

(d) provide a variety of activities in keeping with the maturity and attention span of the students;
(e) implement lesson plans but permit flexibility.

(2) Gives explanations, assignments and directions clearly.
(3) Makes reasonable and appropriate assignments.
(4) Motivates students by making lessons interesting and challenging.
(5) Helps students to develop acceptable work habits and study skills.
(6) Evaluates daily lessons and units of study by assessing student achievement of objectives.
(7) Provides guidance and assistance for students.

ARTICLE VI: WORKING CONDITIONS

SECTION 1: EXCEPTIONAL STUDENT ASSIGNED

Students who receive specially designed instruction and related service as identified through formal measurements shall be defined as exceptional students. Students with a documented history of behavior challenges shall also be considered as exceptional students. See Student Discipline section Article III. The District will make every effort to assign students with a history of behavior challenges equitably across classrooms, taking into account the total class size and student needs.

Regular classroom employees assigned an exceptional student will be provided training, in-service and/or instruction which prepares the employee with the necessary information/skills for working with that particular exceptional student. Training, in-service and/or instruction will be provided at the District's expense. Employees who are required to attend training, in-service and/or instruction sessions to work with "exceptional students" will be compensated at their per diem rate for workshops conducted outside the contract day.

Special education and classroom teachers who are required to attend meetings regarding students with individualized support plans will be compensated at their per diem rate for time in meetings which exceeds beyond the contract day.

Each Special Education (Resource Room and Life Skills) Teacher shall receive two (2) days of release time with substitutes. These days will be used at the discretion of the teacher and with approval of the building administrator. Also, they shall receive three (3) days at per diem rate for testing, preparation and completion of IEP's and evaluations. Timesheets shall be submitted by the last day of June and paid no later than July 31.

SECTION 2: K-8 SPECIALIST

The District agrees to maintain a 1.0 FTE continuing teacher librarian (or someone who is working toward earning this credential.) The certificated teacher librarian can be utilized in the

K-8 Specialist/Enrichment rotation up to .5 of their FTE to support students and help reduce the K-3 class size ratio.

The GEA agrees to increase the amount of time the teacher librarian can be used for K-8 Specialist/Enrichment up to .75 FTE if the TK/Preschool-5 specialist time is increased to 40 minutes. This does not state that the teacher planning time is reduced from 45 minutes.

No later than April 30 of each school year, the District will consult with the Librarian to identify the Library's needs and priorities for the following school year. The District will use this information to inform budget development and resource allocation decisions.

The district agrees to maintain a 1.0 FTE continuing K-8 Art Specialist.

The district will make every effort to increase TK/Preschool-5 specialist time to 40 minutes and separate recess times from specialist.

SECTION 3: CLASSROOM BUDGET

The classroom budget will be set at $300 per year. Teachers have until the last day of school to spend their classroom budget. Supplies purchased in the Spring for use in the following school year are to be scheduled for delivery no earlier than the first teacher day and paid for after September 1.

District provided teaching supplies will be made readily available for teachers to utilize in their classrooms.

SECTION 4: CLASS SIZE

The term "class size" means the ratio between the total number of FTE students in a class and the number of teachers/specialists in that class. The District shall attempt to maintain class sizes during the course of the school year within the guidelines outlined below. To the maximum extent feasible, distribution of students will be balanced in regard to all factors (gender, ability, number of students, support services received, behavior, etc.). The District shall notify relevant unit staff of new students the District is considering adding to an individual's class size or daily load no less than twenty-four (24) hours prior to such assignment. An exception could be made on "count day". In the event that a three (3) track grade level is in overload of fifteen (15) students, or a two (2) track grade level TK-3 is in overload of ten (10) students, the district agrees to create a new classroom for that grade level. The district may also create a new track in that grade level if it is decided there is a need based on what is best for all students.

Every effort will be made to ensure that middle school class sizes are balanced across the schedule.

In the event potential increases over the class size and average daily load standards set below may occur, the District agrees to notify requesting parents no earlier than August 15th of each school year of the approval and acceptance of out-of-district students.

The District shall work towards the following teacher/specialist to student ratio.

Grade:	1 teacher/specialist to:
K	20 students

1	21 students
2	22 students
3	23 students
4-5	24 students
6-8	26 students

Current Configuration (3 SPED Teachers)

SPED/Life Skills 27 students on a caseload

**Of the 27 students, no more than five Life Skills/*Self-Contained *students will be on a caseload.*

Band/Choir	50 students
PE Grades 5-8	33 students

If SPED and Life Skills are separate, caseloads revert to:

SPED	27 students on a caseload
Life Skills	10 students

The District will staff the counselor position at 1.0 FTE.
The District will maintain a .5 FTE (middle school) counselor/mental health/trauma position.

The parties will negotiate an MOU for ESA caseload and overload. These negotiations will commence no later than October 15, 2027.

SECTION 5: SPLIT CLASSES

A split class shall be defined as a general education classroom at the elementary (K-5) level where two different grade levels are taught by a single teacher. This definition excludes Transitional Kindergarten (TK) classrooms that include Preschool or Kindergarten students. The District will make a reasonable effort to ensure an equitable distribution of students across grade levels within any split-grade classroom.

In the event a split class reaches overload, the overload payment will be triggered at the lowest grade level of the students in the class. The District acknowledges that split classrooms, to be implemented when necessary due to enrollment and not part of a planned program, present unique instructional and planning challenges. The District will therefore provide the following supports:

- One (1) hour daily paraprofessional time
- 10 hours of compensation at the teacher's per diem rate for the teacher's additional planning time
- Two days of release time annually to support planning, collaboration, and training specific to effective instructional practices in multi-grade classrooms.

(A) Split teaching assignments:

(1) The "Right of first refusal" in accepting or rejecting the assignment shall be based upon seniority within the grade bands affected.

(2) No teacher shall be required to teach a split classroom for two consecutive years.
(3) Before assigning teachers to a split class, the District will seek volunteers first.

SECTION 6: TK PROGRAM

- 17 students max per class, then overage pay
- 1 adult per 10 students
- If teacher is also writing IEPs, they will be compensated at their per diem rate for their time spent outside of contract hours to prepare them
- Sub coverage when student evaluations are being performed

In the event that class size standards are exceeded, the affected employee at their discretion, shall be provided the opportunity to discuss a variety of options with Administration to help alleviate the elevated class size. Discussed options may include but are not limited to an additional teacher or paraeducator assisting in the classroom. In the event the teacher selects increased paraeducator support, the District will make every effort to keep the paraeducator in that assignment barring any emergencies. Should the paraeducator support be removed, the administration shall discuss alternate options to alleviate the elevated class size.

- TK/Preschool -5 Teachers and Special Education Teachers: In the event the class size standards are exceeded; the District shall pay the employee $300 per student per month for each student over the class size standard set in this Agreement. Payments shall be made monthly.
- Middle School and Specialist Teachers: In the event the class size standards are exceeded; the District shall pay the employee $60 per student per period per month for each student over the class size standard set in this Agreement. Payments shall be made monthly.

When the employee to student ratio exceeds the designated ratio an employee meeting with an administrator shall be held and, at the employee's request, an Association representative may be present to discuss options and resolve the class size issue. The meeting shall be held within five (5) working days of the overload occurring. For Band and Choir, the District shall not limit the number of students except insofar as the instructional staff affected recommends a ceiling on sign-ups or if the number of students creates an unsafe condition. In no event shall the district limit the number of students in Band or Choir for the purposes of minimizing the premium pay associated with larger than standard class size as provided for in this Agreement.

An employee who is required to participate in parent/student/teacher conferences whose number exceeds his/her homeroom assignment shall be paid per diem for additional conferences that occur after the contract day. This provision applies to conferences held during fall and spring conference weeks.

SECTION 7: WORK YEAR

(A) The employee work year will be 180 days**.** The District agrees to maintain two (2) or up to the number of days designated by the Legislature for Professional Learning prior to the beginning of school. The District shall schedule these days after consultation with the Association or as directed by the Legislature. State funding will be used to pay for these

Professional Learning Days, as such funding is provided. If the Legislature discontinues funding for these days, the District will honor leaving these 2 Professional Development Days in the contract. These days shall be paid by time sheet.

(B) When content for Professional Learning Days is not directed by the Legislature the district will structure Professional Learning Days for activities consistent with district plans for improved student learning.

Allowable activities include: developing and updating student learning improvement plans; implementing curriculum materials and instructional strategies; providing professional development to implement selected curricula and instruction; developing and implementing assessment strategies and training in assessment scoring; and other activities intended to improve student learning for all students, including students with diverse needs.

The selection of Professional Learning Day activities shall be determined by administration after consultation with staff when not specifically directed by the Legislature.

(C) All per diem references throughout this contract shall be revised to 180. For subsequent years the per diem will be based on the length of the employee work year in accordance with Paragraph 1 of this section.

(D) Part-time employees will be offered the opportunity to participate in all professional development and early-release Wednesdays and will be compensated at their regular per diem rate for such participation if it occurs outside of their normal workday.

SECTION 8: WORK DAY

Employees are required to be at work (on site and available) thirty (30) minutes before and after the normally scheduled student work day for the contract year. The Employee's work day shall not exceed seven (7) hours and thirty (30) minutes, including a thirty (30) minute continuous duty-free lunch period. The time before and after the student day may be used for preparation time, conferences, meetings and counseling with students and parents. The only exception to the work day is Article VI Early Release Staff In-Service Days.

Schedule

(A) School starts at 8:45

(B) 3:15 Dismissal (M,T,Th,F)

(1) 2:15 p.m. dismissal on Wednesday with Professional Development

(C) Contract Day ends at 3:45

Attendance is also required at general staff meetings, called during the work day. No more than five (5) general staff meetings will be scheduled during any month. All teachers will participate in up to three required evening events scheduled by the District, after consultation with the Association, including one Open House. Employees will be compensated for attendance at their per diem hourly rate in accordance with Article VI, Supplemental Responsibility Contracts. This item excludes any events covered by extra-curricular salaries.

A schedule committee, consisting of at least three (3) GEA members approved by the Association shall meet with the District to create review and provide input regarding the school day schedule for the upcoming year. This committee will provide input on the general bell schedule and the structure of the school day for the subsequent school year. The District will consider committee feedback in the development of the final school day schedules. Any meetings conducted outside of contract hours shall be paid at the member’s per diem rate. The school day schedules shall be finalized by June 30th. Additionally, the District will make every

effort to notify employees of their teaching assignments by June 30th; the GEA acknowledges that enrollment fluctuations, staffing changes, etc. can impact the master schedule and teaching assignments up until the time that school begins.

SECTION 9: PROFESSIONAL DEVELOPMENT

When Professional Learning Days are not funded by the state, the district will continue to provide two (2) additional contract days at per diem for all Employees for professional development. One day shall be in compensation for a workday scheduled by the Administration in preparation for the opening of school. One additional day (7.0 hours) shall be scheduled by the District for professional development guided by the school improvement plan.

For the three PLDs at the beginning of the year:

a. One day dedicated to state requirements (SEL/CCDEI)
b. One Building-directed day
c. One district-directed day

The District shall work to provide unit employees with resources for the remediation of students at all levels who do not meet benchmarks as well as students identified by their teacher(s) as not likely to meet state and/or District standards. Days to be paid on a timesheet.

The District will schedule an adequate number of non-collaboration PD sessions for staff training videos. The number of sessions will be determined by the number of hours needed to complete the required training.

SECTION 10: CLOCK HOURS

To be eligible, clock hour providers must be approved by the Washington Professional Educator Standards Board and courses must be offered in accordance with chapter 181-85 WAC. Clock hours shall count toward salary placement and advancement at a rate of one (1) graduate credit for every ten (10) clock hours.

SECTION 11: EARLY RELEASE STAFF IN-SERVICE DAYS

In order to provide time for professional inquiry, training/workshops and implementation planning, the District will schedule a weekly early release day. The staff and administration shall mutually agree upon the use of the release time. Every effort will be made to lessen the negative impact early release days have on scheduled planning times. Employees who lose planning time as a result of early release will be compensated at per diem. Early release time shall be provided the Wednesday prior to the date report cards are to be sent home, so long as district early release time continues. Said time shall be utilized for the purpose of preparing for/completing report cards and shall not include additional responsibilities/agenda items initiated by the district.

No less than one Wednesday/Early Release day per month will be set aside for collaboration among certified staff. Said collaboration meetings shall be determined by individual staff members. Collaboration examples (but not limited to) include: Grade level, Subject, Special Education/Specialists with individual teacher(s), Primary, Intermediate, Middle, cross grade level, etc.

If the staff development pilot is discontinued, seven (7) half days for in-service will be reinstated and 14 hours will be scheduled by the district after consultation with the association for

in-service related to instructional improvement. In addition, the work day will return to the hours specified in Article VI (Workday).

SECTION 12: CURRICULUM DAY

An optional choice for all Employees will be a Curriculum Day. Curriculum Day will be the equivalent of one full day and it is to be used by the Employee directly for job related activities. This day would be applied for, application and purpose demonstrated in writing to the Principal, and days approved by the Principal. A substitute for the Employee will be hired by the District. This day may be used as a Professional Day as described in this section at the discretion of the employee. The District has the right to request the employee to reschedule this day when substitutes are in a shortage to cover their classroom. The employee has the right to refuse.

SECTION 13: PROFESSIONAL DAY

The employer recognizes the value of professional visitations to other schools, participation in conferences and meetings, and attendance at professional instruction improvement meetings. This day would be applied for, application and purpose demonstrated in writing to the Principal, and days approved by the Principal. A substitute for the Employee will be hired by the District. This day may be used as a Curriculum Day as described in this section at the discretion of the employee. The District has the right to request the employee to reschedule this day when substitutes are in a shortage to cover their classroom. The employee has the right to refuse.

SECTION 14: SPECIAL PROJECT/COMMITTEE CONTRACTS

District sponsored non-student contact work hours will be applied for on the District Supplemental Contract form with the purpose of the project indicated. This work must be performed outside the normal contract day or year. Work requested by the District may include program development, committee work such as, but not limited to; Technology Committee, L.I.T., Curriculum Adoption, team building activities, grant writing, hiring committees, or special projects. Upon completion, the Supplemental Contract form will be resubmitted to the Superintendent's office for payment. Special Projects/Committee Contracts will be reimbursed at the employee's per diem rate of pay for any time beyond the regularly contracted work day. The District and Association will agree on a cap for how many Association members can participate on each committee.

Building administrators will be given the ability to establish the number of bargaining unit members on any committee and will provide guidance as to how many times a committee can meet and be paid. Building administrators will work with members to determine a reasonable meeting schedule as it pertains to non-contract time.

WA-AIM
WA-AIM work hours beyond the contracted work day shall be reimbursed at the affected individual's per diem rate of pay. The affected unit members and the Administration will mutually agree upon the amount of reimbursable hours per student portfolio and the hours will be pre-approved (i.e. special projects).

SECTION 15: CLASSROOM AND SCHEDULE CHANGES

Employees who move to a different classroom as part of a curriculum/grade level change, or who are required by administration to change classrooms will be compensated for up to fourteen (14) hours if district directed and up to 10 hours if changing by choice at per diem for moving

instructional supplies and materials and new classroom set-up. The District will provide custodial help.

The District shall work toward determining teacher assignments and curricular expectations and schedules shall be determined no later than June 30th of the prior school year.

SECTION 16: MENTOR TEACHER PROGRAM

The District will provide a mentor teacher for all new teachers in the Griffin School District.

Current employees eligible to act as a mentor teacher shall be notified as soon as possible after the beginning teacher has been hired. An application shall be provided upon request. Eligibility will be determined by the following qualifications:

(A) The applicant must be a full-time classroom teacher.
(B) The applicant must have a minimum of three (3) years teaching experience, one full year of which must have been in-district experience.
(C) The applicant must hold a valid continuous teaching certificate.
(D) The applicant must have only satisfactory evaluations on file.

Interested employees shall complete and submit the application within five (5) working days of the written notice. Selection of the mentor teacher will be made by administration.

The mentor teacher will be paid $1200.00. The mentor teacher will work with a maximum of two teachers per year.

Neither the mentor teacher nor the beginning teacher shall in any way participate in or contribute to the district's annual evaluation of the other.

SECTION 17: CALENDAR

The annual school calendar (Appendix E) will follow the Olympia School District calendar except for deviations mutually agreed upon by the Association and the District. School closures may be made by the Board or designee as provided by law in the event of difficult weather or other emergencies.

The following parameters are to be established regarding the annual calendar:

(A) The student school year will begin the second day after Labor Day.
(B) Winter vacation shall be ten (10) weekdays encompassing December 25 and January 1.
(C) Thanksgiving will be Thanksgiving Day and the succeeding Friday.
(D) Federally set Veteran's Day, Martin Luther King Day, President's Day, Memorial Day, and Juneteenth will be non-student days.
(E) ***Tuesday after President's Day will be used as a snow make-up day.***
(F) The Wednesday early dismissal before conference week will be used for conference prep for each cycle.
(G) The parties will meet in February to prepare a mutually agreed upon district calendar for the following school year. Decisions about conference cycles will be determined by the parties no later than March 1 of each year.
(H) ***Two (2) Half-Day Report Card Prep days will be built into the calendar. The first shall occur on the last Friday of the first semester. The second shall take place on the Friday two weeks prior to the end of the school year.***

If it is to the benefit of both parties these parameters may be altered with the mutual agreement of both parties.

SECTION 18: ASSIGNMENT AND TRANSFERS

Employees shall be assigned to teaching positions on the basis of longevity of experience in the teaching situation questioned, qualifications of the Employee, the needs of the District and the express preference of the Employee. Preference shall be given to current District employees.

All vacancies and new positions shall be posted via email (or postal service during non-school time) for seven (7) days.

Employees who desire a transfer or reassignment shall complete a Transfer/Reassignment Request Form (Appendix H) provided by the District within seven (7) calendar days of internal publication of vacancies or new positions.

Within seven (7) days from the closing date of the internal posting the District will determine if an internal transfer will occur. An employee whose transfer request is denied will be provided the reasons for denial in writing.

SECTION 19: PREPARATION PERIOD

The District agrees to the consecutive 45 minutes of elementary planning time on Monday, Tuesday, Thursday, and Friday. Elementary Wednesday planning for teachers is no less than the equivalent to the duration of one middle school period. The District shall work towards elementary grade levels receiving common planning time daily. This time is exclusive of a thirty (30) minute Employee lunch period and the half (1/2) hour before and after the student day. Preparation time during the regular work day, including data gathering, report writing, and organizing materials by counselors, technology specialists, and librarians is considered to be part of the regular assignment and will be individually determined by the specialist and principal. Employees with part time classroom teaching responsibilities are entitled to prorated planning time. Every effort will be made to provide at least five minutes of time between all classes and scheduled into the master schedule TK/Preschool-5.

If planning periods are reduced to less than 45 minutes, TK/Preschool-5 will receive three covered recesses, excluding the early release day. Recess coverage will be provided by non-certificated staff.

It is understood that the responsibility of the District remains to provide this duty-free planning time for each Employee. In the event that an employee misses planning time they shall be paid at the per diem rate for the time missed. The District is not obligated to compensate for lost planning time if the employee voluntarily schedules or attends a meeting with administration or other staff during that time.

Employees who miss planning time due to safety drills shall be compensated for the full amount of time missed if the drill exceeds 10 minutes.

This time shall be teacher directed and be used for educational planning and meeting evaluation goals.

In the event that a substitute cannot be employed, employees will, on request, substitute during their preparation periods. If a certificated substitute is present that does not have students during that period, they will be required to cover any open, unfilled position prior to a Griffin teacher. Teachers who substitute during their preparation period will be paid for the duration of the period at their per diem hourly rate.

GEA members are not required to provide non-instructional support such as bus duty, recess duty, etc. Such support shall be provided by non-unit District staff.

If a certificated substitute is present that does not have students during that period, they will be required to cover any open, unfilled position prior to a Griffin teacher.

SECTION 20: MIDDLE SCHOOL PLANNING TIME

The District administration team will create a Middle School schedule that includes no more than 3 preps for each Middle School teacher exclusive of the Advisory period. The district shall pay $400 in overload pay per semester for each prep over three. A prep is anything that must be taught, tracked/graded, progress monitored, curriculum created/followed and data analyzed with or without prescribed curriculum.

Middle school specialists, teaching middle school classes, will count preps based on different contents taught.

SECTION 21: CURRICULUM ADOPTION

The district administration team will be tasked with making a plan/schedule for curriculum adoption. The administration will work in conjunction with a special committee made up of people invested in this process. Training and continuous funding of materials will be provided by the district after the curriculum is adopted.This plan will be published to the staff no later than September 15 of each year.

The Association will appoint three (3) or more members to any curriculum adoption committee.

SECTION 22: HIRING COMMITTEES

The Association may appoint at least two members for any Teacher, Superintendent or Principal hiring committee.

ARTICLE VII: ECONOMIC PROVISIONS

For the 2026/ 2027 school year, salaries shall be increased by IPD plus 1% (3.6%).

SECTION 1: SALARY

(A) Certificated placement on the District Salary Schedule shall be based on years of certificated experience and education/clock hours as described in Appendix (J). Any new monies provided by the state for cost of living adjustments and/or inflationary adjustments shall be automatically applied to the salary schedule.

(B) Experience and education increments shall be paid effective September 1 of each year of the contract.
(C) In the event that funds collectible during a given school year are not sufficient to support any positions beyond state funding, the District reserves the right to determine the continuation of staffing beyond the state funding level. As an alternative to aforementioned staff reductions, the District may, as a last resort, revise class schedules as needed to maintain the basic educational program of the district.
(D) Each employee, upon completion of years of service as described below, shall receive the following longevity stipend at the end of each school year, if they have been recognized with an overall "proficient" or "above" evaluation rating for the completed school year:

(1) Twenty-one (21+) years of service at Griffin School based on S275 data: $2,000
(2) Sixteen to Twenty (16-20) years of service at Griffin School based on S275 data:$1,500
(3) Ten to fifteen (10-15) years of service at Griffin School based on S275 data:$1,000

*Longevity stipends shall be paid in a lump sum in June of each year for which the employee is eligible.

(E) Experience for employees in positions requiring an education staff associate (ESA) certificate shall include experience for all prior positions in which the employee was required to hold a professional certificate or license. One year of experience on the salary schedule will be equivalent to working 1260 hours or more between September - August. Hours worked below the 1260-hour threshold shall be prorated.
(F) Stand in Pay - Any teacher covering more than just their class for a period(s)/day will receive Per Diem pay or sub pay, whichever is higher for that time period.

SECTION 2: NUMBER OF UNITS

(A) Academic Credits: WAC 392-121-255
(B) In-service Credits: WAC 392-121-257
(C) Non-Degree Credits: WAC 392-121-259

EXCEPTION: If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, an official statement from the institution verifying a prior completion date shall be adequate documentation. Employees may submit digital transcripts for education and clock hours followed by official transcripts sealed from the institution. Digital transcripts will be used for placement prior to official copies being received at the district. Official paper copies will be retained in the employee file for audit purposes.

SECTION 3: YEARS OF EXPERIENCE

(A) Years of Experience: WAC 392-121-264

SECTION 4: EXTRA-CURRICULAR STIPENDS

(A) Continuing Extracurricular Positions

The District, after consultation with a middle school and an elementary GEA representative, will determine any continuing extracurricular positions to be filled based on the district's needs and available resources.

The following extracurricular positions for the coming school year shall be posted on May 15th:

(1) Middle School Music Director: $3087.55
(2) Elementary School Music Director: $771.89
(3) Event Coordinator - $3087.55
(4) Middle School Yearbook Advisor - $3087.55
(5) Elementary School Yearbook Advisor - $3087.55

The above listed positions shall be posted internally for two (2) weeks in all staff rooms and on District email. All interested bargaining unit members shall complete a District provided written extracurricular application within two (2) weeks of the initial posting date. Bargaining unit members may compete for continuing extra curricular supplemental contracts. If two equally qualified employees vie for any one given supplemental position, the employee with the highest local seniority with the activity will be selected unless that employee holds two other and different supplemental contracts. If no bargaining member applies for an extra-curricular position, the District may fill that position with a qualified applicant outside the bargaining unit for the duration of that school year only. If one of the above listed extracurricular positions becomes vacant during summer vacation, the position shall be posted for two (2) weeks beginning on the first day of school. If an extracurricular position becomes available during the school year, the two (2) week posting will occur immediately following the vacancy. Application procedures for these positions will be followed as outlined above.

If multiple bargaining unit members agree to split the role between them, the stipend will be split equally among bargaining unit members.

Nothing in this Agreement shall be construed to indicate that bargaining unit members have continuing rights to rostered extracurricular supplemental contracts.

(B) Non-Continuing Extracurricular Positions

The District will survey students (at a minimum 4th-8th grade) to gather feedback regarding their level of interest in extracurricular activities by April 15.

The total amount of money eligible to be applied toward extracurricular stipends will not exceed $20,000. Staff may apply for $1,000 or $2,000 stipends, depending on the nature of their proposal (based on length of time, number of students, complexity). The total amount awarded will be decided by the district in consultation with the GEA representatives from the review committee. Extracurricular stipends are dedicated to extracurricular clubs and intramurals. While these clubs and intramural experiences can enhance concepts learned in a class, they should not be in any way connected to a class requirement or grade. Bargaining unit members may access an extracurricular stipend through a proposal process, outlined as follows:

(1) From April 20th through May 15th, teachers will have the opportunity to submit extra-curricular proposals for the following school year. Decisions will be decided upon and shared with GEA members no later than the last day of school.

(2) Proposals will include the following:
   (a) Dates that the activity will span.
   (b) Frequency, length and time of day of meetings associated with the activity.
   (c) Approximate amount of preparation time required of the teacher outside of meeting times.
   (d) The number of students potentially involved.
   (e) Grade levels of students potentially involved.
   (f) Facility needs and impact.
   (g) Explanation of how the activity will positively impact the students, staff, and/or others.
   (h) Resources needed to support the activity and how those resources will be secured. Will ASB funds be accessed? If so, an ASB constitution will be included outlining the club/activity's purpose, goals, how a student becomes a member, fees, norms, expectations of involved students and the club will follow all ASB fundraising laws.
   (i) Stipend amount requested.

(3) The District, in consultation with a middle school and an elementary GEA representative who have not submitted a proposal for consideration, will review the extracurricular submissions and determine which will be offered for the subsequent school year.

If multiple bargaining unit members agree to split the role between them, the stipend will be split equally among bargaining unit members. If the non-continuing extracurricular activity involves a high number of students such that multiple advisors should be considered, then two or more bargaining unit members may each apply for the same extracurricular activity stipend. If there is a high student interest in a particular club, there are no bargaining unit members interested in the advisor role for that club, and there are funds available to support a stipend, then the District may fill that position with a qualified applicant outside the bargaining unit for the duration of that school year.

Nothing in this Agreement shall be construed to indicate that bargaining unit members have continuing rights to non-continuing extracurricular supplemental contracts.

SECTION 5: FRINGE BENEFITS

School Employees Benefit Board (SEBB): The District is required to provide Medical Insurance coverage to employees through Washington State Health Care Authority (HCA), SEBB starting January 1, 2020. District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

(A) Eligible employees for medical coverage is defined by HCA
(B) Plans offerings, premium rates and employee contributions are all determined by HCA
(C) District payments for employee contribution are determined by HCA
https://www.hca.wa.gov/

SECTION 6: GAP

Employees have the option of purchasing the American Fidelity Hospital GAP Plan including the physician office visit benefits for themselves and family members at their discretion. If they choose to purchase coverage, employees will be responsible for enrolling and paying monthly premium rates directly to American Fidelity.

SECTION 7: EMPLOYEE WELLNESS

The wellness of district employees is paramount. The District will publish information about the EAP program each September and at any benefit fair. Employees hired after September will receive information on the EAP program as part of their new hire orientation.

ARTICLE VIII: LEAVES

SECTION 1: SICK LEAVE

In the cases of absences necessitated by personal illness, temporary disability or injury of the Employee or family, medical, dental or ocular appointments, or because of quarantine of the immediate family, or emergency, sick leave shall apply.

Sick leave may be used for absences related to childbirth and child bonding to the extent allowed by law.

Each Employee shall be furnished an accounting of the accumulated sick leave at the beginning of the year. The sick leave provisions are as follows:

(A) Every person under contract for a full school year in a position requiring certification shall be entitled to twelve (12) days annual leave of absence for personal illness, temporary disability, personal injury or emergencies. Such sick leave not taken during the year shall be accumulated from year to year. A certificated Employee under contract as a part-time Employee for a period less than the full school year shall be entitled to the proportion of twelve (12) days leave of absence for illness or injury as the total number of full days contracted bears to one hundred eighty (180) days.

(B) Pay for a period of absence shall be the same as the pay the Employee would have received by contract for regular services.

(C) Personnel claiming sick leave benefits for more than five (5) consecutive days may be required to submit a written statement from a regularly licensed physician which outlines the need for continued absence for medically approved reasons.

(D) In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible Employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the Employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no Employee may receive

compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per calendar month.

(E) At the time of separation from District employment due to retirement or death an eligible Employee or the Employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation of the Employee for each four (4) full days accrued leave for illness or injury: PROVIDED, that an Employee shall be entitled to all the benefits conferred by this section as of the effective date of RCW 28A.58.096. Any former Employee, upon return to employment with the District, shall be credited with the balance of unused sick leave accumulated at the time of termination of employment with the District.

(F) Opportunities for sick leave sharing will be provided in accordance with school board policy and state law. Sick leave sharing may be used for pregnancy-related disability and bonding time with a newborn, newly adopted child, and/or newly placed foster child, for victims of hate crimes or domestic violence, for leave associated with military deployment, and due to immigration enforcement actions, pursuant to state law.

SECTION 2: ASSOCIATION LEAVES

The Griffin Education Association (GEA) will be allowed up to a total of ten (10) days of absence each calendar year for business of the Association. Association members elected or appointed to council, state or national positions shall be granted up to ten (10) days association leave in addition to the days identified above. No more than three (3) employees will use Association Leave on any given day. The Association President will give five (5) days advance notice to the District of pending absence whenever possible and the Association Member(s) who will be absent. The Association will reimburse the District for all costs of hiring a substitute teacher to cover such absences. It is the responsibility of the Association Representative(s) on Association Leave to thoroughly prepare for and brief the substitute to minimize the disruption and its impact on the students.

SECTION 3: LONG-TERM SUBSTITUTES

A substitute will be considered “long-term” when employed by the District for twenty (20) or more consecutive days in the same assignment during the current school year. Such employees shall be paid 1.5 times the normal substitute rate. In addition, a substitute will be considered “long-term” when a certificated employee will be gone from a position and it requires the substitute to take over the full responsibilities of the position. In such a situation, the long-term substitute shall be paid 1.5 times the normal substitute rate starting the day they assume the full responsibilities of the position.

SECTION 4: EMERGENCY LEAVE

Emergency leave may be granted for not more than twelve (12) days per year. Under exceptional circumstances additional leave may be granted upon approval by the superintendent. This leave is part of accumulated compensated leave time. Emergency leave may be taken in the cases defined in the following:

(A) The problem(s) must have been suddenly precipitated and be of such nature that preplanning is not possible or could not relieve the necessity for the staff member's absence.

(B) The problem cannot be one of minor importance or of mere convenience but must be of serious nature.

(C) In accord with criteria (A) and (B), medical needs of immediate family members are grounds for use of emergency leave.

SECTION 5: PERSONAL LEAVE

Personal leave is intended for use by Employees to attend to important personal business, which can only be accomplished during the normal working day. Three (3) days of personal leave will be granted to each employee. This leave may not be taken from accumulated compensated leave and shall be paid for by the District. If unused, these days will carry forward to a maximum accumulation of six (6) days, or may be cashed out at the per diem rate of pay. Personal leave days will not be taken during the first two weeks or the last two weeks of school without prior approval of the Superintendent, nor may they be used to extend holiday periods unless mutually agreed upon by the Employee and the Administration. Except in cases of emergency, an employee intending to use more than three days in succession shall give at least a week's notice of this intent.

SECTION 6: BEREAVEMENT LEAVE

(A) Up to five (5) days of paid bereavement leave shall be granted for each occurrence of death in the Employee's immediate family or immediate household. Said leave will not come off accumulated compensated sick leave. Requests for bereavement leave shall be made according to District procedures to the Superintendent. In situations where additional bereavement time is necessary and appropriate it may be granted at the discretion of the Superintendent.

The immediate family shall be defined as parent, sibling (including in-laws), spouse, child, significant person in an employee's life, foster relationships, aunt, uncle, grandparents and grandchildren of the employee or the employee's spouse, or for the loss of a pregnancy. The immediate household shall be defined as all people living in the same family unit, not necessarily relatives.

(B) Up to one (1) day of paid leave shall be granted for bereavement of a person of close personal ties.

(C) When extended travel is necessary in order to attend a funeral or memorial service, one day for necessary travel will be allowed in addition to leave days provided in paragraph (1) and/or (2) above.

SECTION 7: LEAVE OF ABSENCE AND OTHER LEAVES

Requests for discretionary leaves of absence will be evaluated on their own merits, not detrimental to the District's instructional program and will be subject to the Superintendent's recommendation and Board action.

Examples include but are not limited to: 1) Family care leave 2) Sabbatical/professional leave.

Any employee granted any approved leave of absence by the District Board of Directors shall be returned to the same or similar position held prior to the leave upon his/her return to the District.

The Board recognizes jury duty as an important civic function. Any school employee who has been summoned for jury duty will be excused in order to do so. These absences will not be deducted from any other leave provision provided in a collective bargaining agreement or employee contracts. Employee shall provide district documentation from the court jurisdiction of time served.

SECTION 8: UNPAID LEAVES OF ABSENCE

In addition to all leave described above, the Board may grant up to one year (180 days) of leave without pay at an employee's request. Requests for leave without pay shall be submitted in

writing to the Board secretary. No request shall be denied arbitrarily.

SECTION 9: WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees do not have to exhaust all their accumulated leave before using PFML. The District shall pay the state of WA contribution rates for employers of the premium to fund this leave. The Employee shall pay the remainder of the premium. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

ARTICLE IX: EMPLOYEE STAFF REDUCTION*

In implementing this article, the parties will seek and practice such principles and values as free and open communication, recognition of the interests of each party, treating people with respect, and participatory objective decision making.

An employee's contract may be non-renewed only pursuant to the evaluation process or as provided for in this Article. Employees currently on provisional (RCW 28A.405.220), leave replacement/retire-rehire (other non-continuing contracts described in RCW 28A.405.900) status or providing contracted educational or support services as a vendor (non-employee) in the District shall be non-renewed prior to the implementation of any reduction-in-force. In the event no Griffin School District employee in the bargaining unit possesses the appropriate certification or licensure to provide any required educational or support services currently contracted, the District shall notify the Griffin Education Association that such services will continue as required by law.

SECTION 1: APPLICABILITY

A layoff is necessary when the number of employees with continuing contracts returning for the following year (after considering attrition due to retirement, resignations, and leaves) exceeds the number of positions needed based on (a) projected student enrollment for the following year or (b) a significant reduction in total resources (after accounting for savings due to attrition) compared to the current fiscal year.

SECTION 2: CONSULTATION

No later than April 1 of a year in which a layoff is anticipated, the District shall provide to the Association the rationale and data for its conclusion that a layoff may be necessary. If the Association has a need to see any additional data regarding this conclusion, the District shall respond to requests for information on an expedited basis. During this time, the parties agree to meet and consider alternatives to eliminate or minimize the number of employees who will be laid off, including but not limited to negotiations for amendments to the collective bargaining agreement for the development of mutually-agreed attrition incentives.

SECTION 3: SENIORITY

If a layoff affecting members of the bargaining unit is necessary, the least senior employees on the list shall be the first to be laid off. Tenured certificated staff (see RCW 28A.405.210) shall be ranked according to total certificated teaching years as determined by the most current S275 Report (as of August 31st) used by the Office of Superintendent of Public Instruction.[1] In the event of ties, ranking will be based on total longevity seniority at Griffin School District. Total longevity will be determined by the actual FTE (Full Time Equivalent) for the individuals based upon their service. Any further ties shall be determined by lot in the presence of both administrative and Association representatives.

By January 10th of each year, the District shall provide to the Association a seniority list for employees with verified seniority dates as defined above. In the event the Association disputes the accuracy of the list or the failure of the District to follow the procedures cited in this Article, the matter shall be subject to the grievance procedure up to and including arbitration. Individual employees disputing their placement on the list shall have thirty (30) calendar days from the release of the same to submit corrections to the District Superintendent. The Superintendent shall respond to any employee submitting corrections within thirty (30) days from receipt of the corrections.

SECTION 4: RECALL

Employees whose contracts are not renewed due to layoff will be placed in a rehire pool for two (2) years from the August 31st effective date of layoff. After the first year of being laid off it is the employee's responsibility to communicate to the District with a registered letter their continued interest in employment. The District is not responsible to rehire employees accepting a contract in another district under their Washington State Teacher Certification. All employees in the recall pool shall be rehired before any person outside the pool is hired by the District. While persons are in the recall pool, if a position becomes available that the District intends to fill through hiring, the District shall first hire the most senior employee in the recall pool with the certification required for the position. If no person in the pool has the necessary certification, the District shall rehire the most senior employee in the pool, regardless of certification, and reassign or transfer existing employees. While persons are in the recall pool, the district's right to reassign or transfer employees supersedes the provision of Article VI: WORKING CONDITIONS, specifically: Assignment and Transfer in order to facilitate the rehiring of persons in the recall pool.

Notification of recall from the District will be by certified mail or personal delivery to the employee at his or her last known address. It shall be the responsibility of the individual to notify the District of any change in address. Such employee will have four (4) workdays from the receipt of the letter to accept the position. If an individual fails to accept a position offered such individual will be dropped from the recall pool.

While employees are in the recall pool, daily casual and long-term substitute positions should be first made available to employees who are laid off. Employees in the recall pool agree to enroll in the substitute finder services in use by the District. Employees seeking substitutes will be provided a list of employees in the recall pool and directed to request a substitute from that list in descending order of seniority beginning with the most senior employee for each requested substitution. First right of refusal for the substitute position offered will be done in descending order of seniority beginning with the most senior employee in the recall pool.

No vendors providing contracted educational or support services shall be contracted until all laid-off employees have been recalled except as provided for elsewhere in this Article.

SECTION 5: DISPUTE RESOLUTION

Any claim, dispute, or disagreement involving the interpretation, obligations, rights, or application of the terms of this Article, by an individual or the Association, shall be subject to the procedures outlined in Article IV: GRIEVANCE PROCEDURE and shall include final resolution through the utilization of Step Four: Arbitration of the Grievance Procedure notwithstanding any provision to the contrary. The grievance shall be filed within the time limitations of Article IV and initiated at step 2 except as noted otherwise in this Article. Matters regarding the non-renewal or adverse effect of an employee's contract shall be in accordance with Washington State statutes or, at the Association's discretion through the arbitration procedure referenced herein (GriffinRIF5 revision 3-2-10)

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[1] *The parties acknowledge that the Form S-275 determines total teaching experience by factoring in whether teaching experience was full-time or part-time. Therefore, it is understood that the following language in Section 3 of Article IX, "Total longevity seniority will be determined by the actual FTE (Full Time Equivalent) for the individuals based upon their service," is not relevant to the calculation of teaching experience.*

The parties also acknowledge that the terms "total certificated teaching years" and "total longevity seniority" are synonymous for the purposes of Article IX. Therefore, a Continuing Contract employee with the highest number of total certificated teaching years as shown on the Form S-275 is the most senior employee. If employees have an equal number of such years, the most senior of those employees will be the employee with the highest number of total certificated teaching years in the District. Based on these understandings there is not a "verified seniority date" as such, but rather the seniority list required in Section 3 will show an employee's total teaching experience and total teaching experience in the District.

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ARTICLE X: DURATION

ONE (1) YEAR September 1, 2026 through August 31, 2027

The Agreement is effective September 1, 2026, and shall expire August 31, 2027.

Negotiations between the parties for re-openers shall begin no later than June 30 prior to the new school year.

Negotiations between the parties for a successor agreement shall begin no later than ninety (90) days prior to the expiration date of this agreement.

BOARD OF DIRECTORS' SIGNATURES

_____ Board Chair

_____ Vice Chair

_____ Director

_____ Director

_____ Director

ATTEST:

_____ Secretary to the Board

ADOPTED THIS _____ DAY OF August, 2026.

G.E.A. REPRESENTATIVES

_____

_____

_____

APPENDIX A: EVALUATION REPORT – CERTIFICATED EMPLOYEE – SHORT FORM

GRIFFIN SCHOOL DISTRICT #324

Employee Name: _____

Teaching Assignment: _____ (If less than full-time, specify)

This is to report that the above named certificated employee is qualified for short-form evaluation as defined in the GEA Agreement and has chosen to be so evaluated. This is also to certify that the required evaluation has occurred.

_____ _____
Evaluator's Signature Date

_____ _____
Employee's Signature Date

Distribution: 1 copy to Personnel
1 copy to Employee
1 copy to Evaluator

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APPENDIX B: FORMAL EVALUATION REPORT - CLASSROOM TEACHER

GRIFFIN SCHOOL DISTRICT #324

NAME: _____TYPE OF EVALUATION:_____

TEACHING ASSIGNMENT:_____ ANNUAL:_____
90 DAY:_____
OTHER:_____

It is my judgment, based upon adopted criteria, that this teacher's overall performance has been satisfactory/unsatisfactory during the evaluation period.

_____
Evaluator's Signature

_____This evaluation is based upon observations which occurred on the dates and for the durations as follows as a minimum:

CRITERIA: STRENGTHS: WEAKNESSES: SUGGESTIONS FOR IMPROVEMENT (SEE ATTACHED)
(Refer to list of adopted criteria)

_____

INSTRUCTIONAL SKILLS:

CLASSROOM MANAGEMENT:

PROFESSIONAL PREPARATION & SCHOLARSHIP:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

INTEREST IN TEACHING PUPILS:

KNOWLEDGE OF SUBJECT MATTER:

ADDITIONAL COMMENTS:_____

_____

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

DATE:_____ TEACHER:_____

I DISAGREE WITH THIS EVALUATION. (SEE ATTACHMENT)

APPENDIX C: PRE-OBSERVATION CONFERENCE FORM

Griffin School District #324

Pre-Observation Conference Form

Observer:_____ Teacher: _____

Date of Conference: _____ Class Observed: _____

Date: _____ Time: _____

Questions	Notes
Special Information/Classroom Environment and Culture Briefly describe the students in this class, including those needing additional consideration (Highly Capable, Special Ed, Title I/LAP, behavior, etc.) Do you have a particular request for me to observe during this lesson?	
Learning Target/Assessment What are your learning objectives for this lesson and how will they be measured? What evidence will you use to determine the success of the lesson?	
Delivery of Lesson How do you intend to deliver the lesson (e.g. activities, materials, and resources)?	
Curriculum Please upload any worksheets/materials students will be using. What instruction supporting materials/technology will you utilize? To which part of your curriculum does this lesson relate?	
Student Engagement How will you engage students throughout the lesson? What is your role? Students: How will you differentiate instruction for different students based upon their learning styles or accommodations?	

APPENDIX D: POST-OBSERVATION CONFERENCE FORM

Griffin School District #324

Post-Observation Conference Form

Observer:_____ Teacher: _____

Date of Conference: _____ Class Observed: _____

Date: _____ Time: _____

Questions	Notes
Special Information/Classroom Environment and Culture How did you differentiate your instruction to meet the need of each learner with this lesson? Please provide examples. Did you depart from your plan? How and why?	
Learning Target/Assessment How successful was the lesson? Did the students learn what you intended? How do you know? Please Provide evidence.	
Delivery of Lesson Comment on different aspects of your instruction delivery (e.g. activities, grouping, materials, and resources). To what extent were they effective?	
Curriculum After reflecting on the lesson, comment on any modifications you would make to the lesson, its delivery, and/or materials used.	
Student Engagement Reflect on the level of student engagement for this lesson both from your observations and from student work samples.	

APPENDIX E: FRAMEWORK FOR TEACHING COMPONENTS

FRAMEWORK FOR TEACHING COMPONENTS OF PROFESSIONAL PRACTICE AND ALIGNMENT TO WASHINGTON STATE CRITERIA

(SC = State Criterion)

Domain 1: Planning and Preparation

1a. Demonstrating knowledge of context and pedagogy (SC4)
- Knowledge of content and the structure of the discipline
- Knowledge of prerequisite relationships
- Knowledge of content/related pedagogy

1b. Demonstrating knowledge of students (SC3)
- Knowledge of child and adolescent development
- Knowledge of the learning process
- Knowledge of students' interests and cultural heritage
- Knowledge of students' special needs

1c. Setting instructional outcomes (SC4)
- Value, sequence and alignment
- Clarity
- Balance
- Suitability for diverse learners

1d. Demonstrating knowledge of resources (SC4)
- Resources for classroom use
- Resources to extend content knowledge and pedagogy
- Resources for students

1e. Designing coherent instruction (SC4)
- Learning activities
- Instructional materials and resources
- Instructional groups
- Lesson and unit structure

1f.. Designing student assessments (SC6)
- Congruence with instructional outcomes
- Criteria and standards
- Design of formative assessment
- Use for planning

Domain 2: Classroom Environment

2a. Creating an environment of respect and rapport (SC5)
- Teacher interaction with students
- Student interactions with one another

2b. Establishing a culture for learning (SC1)
- Importance of the content
- Expectations for learning and achievement
- Student pride in work

2c. Managing classroom procedures (SC5)
- Management of instructional groups
- Management of transitions
- Management of materials and supplies
- Performance of non-instructional duties
- Supervision of volunteers and paraprofessionals

2d. Managing student behavior (SC5)
- Expectations
- Monitoring student behavior
- Responses to student misbehavior

2e. Organizing physical space (SC5)
- Safety and accessibility
- Arrangement of furniture and use of physical resources

Domain 4: Professional Responsibilities

4a. Reflecting on Teaching (SC2)
- Accuracy
- Use in future teaching

4b. Managing accurate records (SC6)
- Student completion of assignments
- Student progress in learning
- Non-instructional records

4c. Communicating with families (SC7)
- Information about the instructional program
- Information about individual students
- Engagement of families in the instructional program

4d. Participating in a professional community (SC8)
- Relationships with colleagues
- Involvement in a culture of professional inquiry
- Service to school
- Participation in school and district projects

4e. Growing and developing professionally (SC8)
- Enhancement of content knowledge and pedagogical skill
- Receptivity to feedback from colleagues
- Service to profession

4f. Showing professionalism (SC8)
- Integrity and ethical conduct
- Service to students
- Advocacy
- Decision making
- Compliance with school and district regulations

Domain 3: Instruction

3a. Communicating with students (SC1)
- Expectations for learning
- Directions and procedures
- Explanation of content
- Use of oral and written language

3b. Using questioning and discussion techniques (SC2)
- Quality of questions
- Discussion techniques
- Student participation

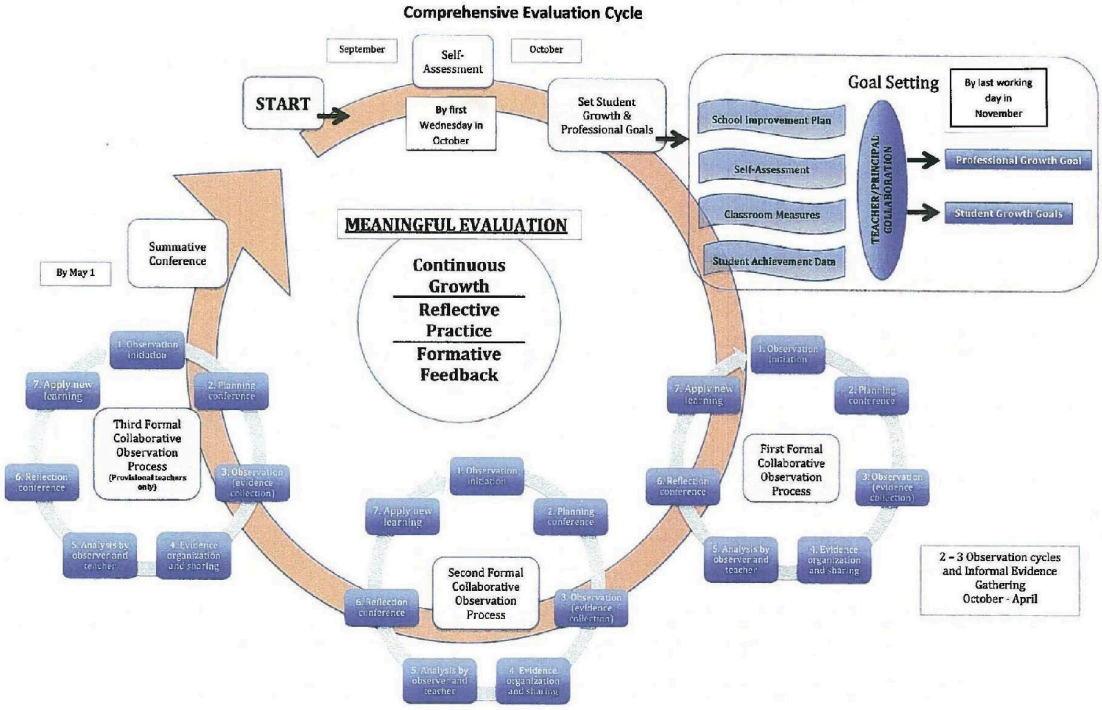
3c. Engaging students in learning (SC1)
- Activities and assignments
- Grouping of students
- Instructional materials and resources
- Structure and pacing

3d. Using assessment and instruction (SC6)
- Assessment criteria
- Monitoring of student learning
- Feedback to students
- Student self-assessment and monitoring of progress

3e. Demonstrating flexibility and responsiveness (SC3)
- Lesson adjustment
- Response to students
- Persistence

The Framework for Teaching/The Danielson Group

APPENDIX F: COMPREHENSIVE EVALUATION CYCLE



APPENDIX G: DANIELSON FRAMEWORK

Danielson Framework

The Framework for Teaching Evaluation Instrument 2022 Edition

Danielson Framework for Teaching link below:

https://www.k12.wa.us/sites/default/files/public/tpep/frameworks/danielson/danielson_wa_alignment.pdf

APPENDIX H: TRANSFER/REASSIGNMENT REQUEST FORM

(GEA Contract)

Employee's Name: _____

Current Assignment: _____

I desire a transfer/reassignment to the following positions:

(Requested Position): _____

Employee Signature: _____

Date: _____

Griffin Education Association

Assignment and Transfers

Employees shall be assigned to teaching positions on the basis of longevity of experience in the teaching situation questioned, qualifications of the Employee, the needs of the District and the express preference of the Employee. Preference shall be given to current District employees.

All vacancies and new positions shall be posted via email (or postal service during non-school time) for seven (7) days.

Employees who desire a transfer or reassignment shall complete a Transfer/Reassignment Request Form (Appendix G) provided by the District within seven (7) calendar days of internal publication of vacancies or new positions.

Within seven (7) days from the closing date of the internal posting the District will determine if an internal transfer will occur. An employee whose transfer request is denied will be provided the reasons for denial in writing.

APPENDIX I: DISTRICT CALENDAR

2026-2027 DISTRICT CALENDAR

2026-2027 GSD Calendar

BOARD APPROVED 3/25/2026

September 2026 — 20

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
12	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

2 Middle School First Day
2-3 Elementary Family Meetings
4 Elementary First Day
7 Labor Day
9 *School Board Study Session*
23 *School Board Meeting*

October 2026 — 22

S	M	T	W	Th	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

7 *School Board Study Session*
21 *School Board Meeting*
26-30 Conference Week: 1/2 Days

November 2026 — 17

S	M	T	W	Th	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					

4 *School Board Study Session*
11 Veterans Day
18 *School Board Meeting*
25-27 Thanksgiving Break

December 2026 — 14

S	M	T	W	Th	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		

2 *School Board Study Session*
16 *School Board Meeting*
21-31 Winter Break

January 2027 — 19

S	M	T	W	Th	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						

1 Winter Break
13 *School Board Study Session*
18 M.L. King Day
27 *School Board Meeting*
27 Semester 1 Ends
28 Semester 2 Begins
29 Report Card 1/2 Day

February 2027 — 18

S	M	T	W	Th	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						

10 *School Board Study Session*
15 Presidents' Day
16 Mid-Winter (snow makeup day, if needed)
22-26 Conference Week: 1/2 Days
24 *School Board Meeting*

March 2027 — 23

S	M	T	W	Th	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			

10 *School Board Study Session*
24 *School Board Meeting*

April 2027 — 17

S	M	T	W	Th	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	

5-9 Spring Break
14 *School Board Study Session*
28 *School Board Meeting*

May 2027 — 19

S	M	T	W	Th	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					

12 *School Board Study Session*
26 *School Board Meeting*
28 Snow Make-up Day (if needed)
31 Memorial Day

June 2027 — 11

S	M	T	W	Th	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			

4 Report Card 1/2 Day
9 *School Board Study Session*
10 8th Grade Promotion
15 Last Day 1/2 Day
18 Juneteenth (Observed)
23 *School Board Meeting*

July 2027

S	M	T	W	Th	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

5 Independence Day (Observed)
21 *School Board Meeting*

August 2027

S	M	T	W	Th	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				

11 *School Board Study Session*
25 *School Board Meeting*

GEA CONTRACT 2026-27 page. 65

APPENDIX J: GEA SALARY SCHEDULE

GEA SALARY SCHEDULE 2026-2027 SCHOOL YEAR

2026-2027 1.036

Years	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or Ph.D.
0	70,124	72,018	73,980	75,947	82,257	86,322	84,072	90,383	94,452
1	71,068	72,987	74,975	77,028	83,404	87,447	85,007	91,383	95,424
2	71,967	73,905	75,914	78,126	84,484	88,569	85,948	92,306	96,390
3	72,894	74,851	76,881	79,163	85,509	89,692	86,840	93,181	97,366
4	73,803	75,846	77,888	80,249	86,632	90,846	87,774	94,158	98,373
5	77,136	77,996	78,857	81,349	87,709	92,006	88,725	95,087	99,385
6	78,104	78,976	79,847	82,464	88,792	93,114	89,699	96,029	100,347
7	79,821	80,711	81,601	84,359	90,783	95,223	91,523	97,943	102,386
8	82,407	83,325	84,245	87,232	93,742	98,345	94,393	100,905	105,507
9	0	86,092	87,041	90,136	96,798	101,557	97,295	103,961	108,721
10	0	0	89,869	93,188	99,938	104,858	100,350	107,102	112,019
11	0	0	0	96,329	103,227	108,244	103,491	110,391	115,405
12	0	0	0	99,371	106,604	111,771	106,757	113,766	118,935
13	0	0	0	0	110,064	115,385	110,136	117,225	122,545
14	0	0	0	0	113,539	119,133	113,616	120,929	126,297
15	0	0	0	0	116,494	122,232	116,569	124,072	129,580
16	0	0	0	0	118,823	124,675	118,900	126,554	132,171

APPENDIX K: PERSONAL DAY REQUEST

Personal Day Request Form

(Extended Holiday/Vacation/First or Last 2 Weeks)

Prior approval/agreement with administration is required only if an employee is requesting a personal day(s) within the first 2 or last 2 weeks of school or to extend a holiday period. Please submit this form for approval, upon approval it is your responsibility to request a substitute and enter leave in Skyward.

GEA CBA (pg. 44) : Personal leave days will not be taken during the first 2 weeks or the last 2 weeks of school without prior approval from the Superintendent, nor may they be used to extend holiday periods unless mutually agreed upon by the Employee and the Administration. Except in cases of emergency, an employee intending to use more than 2 days in succession shall give at least a week's notice of this intent.

Employee's Name: _____

Date(s) of Requested Personal Leave: _____

Employee's Signature: _____

Today's Date: _____

**Approval required for first/last 2 weeks of school and/or extending holiday periods*

☐ Approved: _____ ☐ Denied: _____

Reason:

_____

_____

_____

Administrator Signature: _____ Date: _____

(Administration will approve within 3 working days of submission of form)

Cc: Employee, Tammy Peterson, Human Resources, Superintendent

Coversheet

2340 Religious Related Activities and Practices

Section: VII. POLICY - UPDATES
Item: A. 2340 Religious Related Activities and Practices
Purpose: Vote
Submitted by:
Related Material: 2340 Religious Related Activities & Practices (2).pdf
2340 ReligiousRelated Activities and Practices WSSDA 2011.docx.pdf

Policy No. 2340
Instruction

RELIGIOUS RELATED ACTIVITIES AND PRACTICES

The board recognizes that views and opinions regarding the relationship of the schools and religion are diverse. While community opinions are important in shaping policy, the board must give primary credence to the United States and Washington state constitutions, state law and the decisions made by the respective courts when establishing guidelines for making decisions regarding religious related activities and practices. The board further accepts the declaration of the State Board of Education that "all students ... possess the constitutional right to the free exercise of religion and to have their schools free from sectarian control or influence." To this end, the board hereby establishes the following guidelines to preserve the rights of all students within the framework of the respective constitutions.

A. Instruction about religious matters and/or using religious materials shall be conducted in an objective, neutral, non-devotional manner and shall serve a secular educational purpose. History, literature, the arts and other disciplines taught in school may have a religious dimension. Study of these disciplines, including the religious dimension, shall give neither preferential nor disparaging treatment to any single religion or to religion in general and must not be introduced or used for devotional purposes.

Criteria used to guide academic inquiry in the study of religion shall seek the same neutrality, objectivity and educational effectiveness expected in other areas of the curriculum. In addition, materials and activities should be sensitive to America's pluralistic society and should educate rather than indoctrinate. Instructional activities should meet the three-part test established and used by the U.S. Supreme Court to determine constitutionality: (1) the activity must have a secular purpose; (2) the activity's principal or primary effect must be one that neither advances nor inhibits religion; and (3) the activity must not impose excessive involvement on the part of the school in order to maintain a neutral position towards the advancement of religion. This constitutional restriction shall not preclude a student from expressing his/her views relative to belief or non-belief about a religious related issue in compositions, reports, music, art, debate and classroom discussion, when consistent with the assignment.

All religious-related instructional materials and/or activities must relate to secular student learning goals or standards.

Staff shall avoid assigning work that emphasizes the religious aspects of a holiday. Individual students should be allowed, at their own direction, to use religious personages, events or symbols as a vehicle for artistic expression, if consistent with the assignment. State law prohibits staff from requiring that students reveal, analyze or critique their religious beliefs, from grading academic work on its religious expression if any, from censoring or imposing consequences on students who engage in religious expression in accordance with the law, or from imposing the religious beliefs of the staff member on students.

B. A student may decline to participate in a school activity that is contrary to his/her religious convictions.

C. If noncurriculum-related student groups are permitted to meet on school premises immediately before or after school hours, students shall be permitted to meet to discuss religious, political, philosophical or other issues provided such group meetings are student-initiated and student-managed in compliance with Board Policy 2158, Non-curriculum Related Student Groups.

D. Religious groups may rent school facilities under the policy providing for facilities rental. Activities of such groups shall be clearly separated from school sponsored activities so that the school district does not support or appear to support the establishment of religion.

E. A student may distribute religious literature under the same conditions that other literature may be distributed on the campus provided that such distribution does not intrude on the operation of the school.

G. Material and/or announcements promoting religion may not be distributed by nonstudents or on behalf of groups or individuals who are not students.

G. Religious services, programs or assemblies shall not be conducted in school facilities during school hours or in connection with any school sponsored or school related activity. Speakers and/or programs that convey a religious or devotional message are prohibited. This restriction does not preclude the presentation of choral or musical assemblies which may use religious music or literature as a part of the program or assembly.

H. Musical, artistic and dramatic presentations which have a religious theme may be included in course work and programs on the basis of their particular artistic and educational value or traditional secular usage. They shall be presented in a neutral, non-devotional manner, be related to the objective of the instructional program, and be accompanied by comparable artistic works of a nonreligious nature.

Since a variety of activities is included as part of a holiday theme, care must be exercised to focus on the historical and secular aspects of the holiday rather than its devotional meanings. Music programs shall not use the religious aspect of a holiday as the underlying message or theme. Pageants, plays and other dramatic activities shall not be used to convey religious messages. Religious symbols such as nativity scenes, if used, shall be displayed in conjunction with a variety of secular holiday symbols so that the total presentation emphasizes the cultural rather than religious significance of the holiday.

I. A student, upon the request of a parent, may be excused to participate in religious instruction for a portion of a school day provided the activity is not conducted on school property.

J. Upon receipt of a parent(s) request, a student shall be excused from attending school in observance of a religious holiday.

K. Students may wear religious attire or symbols provided they are not materially and substantially disruptive to the educational process.

L. As a matter of individual liberty, a student may of his/her own volition engage in private, non-disruptive prayer at any time not in conflict with learning activities. School staff shall neither encourage, or discourage a student from engaging in non-disruptive oral or silent prayer or any other form of devotional activity.

M. Eighth grade promotion exercises shall be free from sectarian influence, including invocations and benedictions.

Students, parents and staff who are aggrieved by practices or activities conducted in the school or district may register their concern with the building principal or district superintendent.

Cross References:	Board Policy	3122	Student Absences
		3220	Freedom of Expression
		3223	Freedom of Assembly
		3224	Student Dress
		4220	Complaints Regarding Staff or Program
		4237	Contests, Advertising and Promotions
		4260	Use of School Facilities

Legal References: U.S. Constitution First Amendment, Fourteenth Amendment
Wash. Constitution Art. I, 11
Wash. Constitution Art. 9, Sec. 4 and Art. 26
Chapter 131, Laws of 1998

WAC 180-40-227	School district rules defining students' religious rights

Adoption Date: May 17, 2000

Policy: 2340
Section: 2000 - Instruction

Religious-Related Activities and Practices

The board recognizes that views and opinions regarding the relationship of the schools and religion are diverse. While community opinions are important in shaping policy, the board must give primary credence to the United States and Washington State constitutions, state law and the decisions made by the respective courts when establishing guidelines for making decisions regarding religious-related activities and practices. The board further accepts the declaration of the State Board of Education that “all students . . . possess the constitutional right to the free exercise of religion and to have their schools free from sectarian control or influence.” To this end, the board establishes the following guidelines to preserve the constitutional rights of all students:

A. Instruction about religious matters and/or using religious materials will be conducted in an objective, neutral, non-devotional manner and will serve a secular educational purpose. History, sociology, literature, the arts and other disciplines taught in school may have a religious dimension. Study of these disciplines, including the religious dimension, will give neither preferential nor disparaging treatment to any single religion or to religion in general and must not be introduced or utilized for devotional purposes.

B. Criteria used to guide academic inquiry in the study of religion will seek the same neutrality, objectivity and educational effectiveness expected in other areas of the curriculum. In addition, materials and activities should be sensitive to America's pluralistic society and should educate rather than indoctrinate. Instructional activities should meet the three-part test established and used by the U.S. Supreme Court to determine constitutionality: (1) the activity must have a secular purpose; (2) the activity's principal or primary effect must be one that neither advances nor inhibits religion; and (3) the activity must not excessively involve the school in religion. This constitutional restriction does not preclude a student from expressing his/her views relative to belief or non-belief about a religious-related issue in compositions, reports, music, art, debate and classroom discussion, when consistent with the assignment.

   All religious-related instructional materials and/or activities must relate to secular student learning goals or standards.

   Staff will avoid assigning work that emphasizes the religious aspects of a holiday. Individual students should be allowed, at their own direction, to use religious personages, events or symbols as a vehicle for artistic expression, if consistent with the assignment. State law prohibits staff from requiring that students reveal, analyze or critique their religious beliefs, from grading academic work on its religious expression if any, from censoring or imposing consequences on students who engage in religious expression in

accordance with the law, or from imposing the religious beliefs of the staff member on students.

C. A student may decline to participate in a school activity that is contrary to his/her religious convictions.

   If noncurriculum-related student groups are permitted to meet on school premises immediately before or after school hours, students will be permitted to meet to discuss religious, political, philosophical or other issues provided such group meetings are student-initiated and student-managed in compliance with Board Policy 2153, Non-curriculum Related Student Groups.

D. Religious groups may rent school facilities under the policy providing for facilities rental. Activities of such groups will be clearly separated from school sponsored activities so that the school district does not support or appear to support the establishment of religion.

E. A student may distribute religious literature under the same conditions that other literature may be distributed on the campus provided that such distribution does not intrude on the operation of the school.

F. Material and/or announcements promoting religion may not be distributed by non-students or on behalf of groups or individuals who are not students.

G. Religious services, programs or assemblies will not be conducted in school facilities during school hours or in connection with any school sponsored or school related activity. Speakers and/or programs that convey a religious or devotional message are prohibited. This restriction does not preclude the presentation of choral or musical assemblies which may use religious music or literature as a part of the program or assembly.

H. Musical, artistic and dramatic presentations which have a religious theme may be included in course work and programs on the basis of their particular artistic and educational value or traditional secular usage. They will be presented in a neutral, non-devotional manner, be related to the objective of the instructional program, and be accompanied by comparable artistic works of a nonreligious nature.

   Since a variety of activities is included as part of a holiday theme, care must be exercised to focus on the historical and secular aspects of the holiday rather than its devotional meanings. Music programs will not use the religious aspect of a holiday as the underlying message or theme. Pageants, plays and other dramatic activities will not be used to convey religious messages. Religious symbols such as nativity scenes, if used, will be displayed in conjunction with a variety of secular holiday symbols so that the total presentation emphasizes the cultural rather than religious significance of the holiday.

I. A student, upon the request of a parent, may be excused to participate in religious instruction for a portion of a school day provided the activity is not conducted on school property. (Credit will not be granted for such instruction.)

J. Upon receipt of a parent(s) request, a student will be excused from attending school in

observance of a religious holiday.

K. Students may wear religious attire or symbols provided they are not materially and substantially disruptive to the educational process.

L. As a matter of individual liberty, a student may of his/her own volition engage in private, non-disruptive prayer at any time not in conflict with learning activities. School staff will neither encourage, nor discourage a student from engaging in non-disruptive oral or silent prayer or any other form of devotional activity.

M. Eighth grade promotion exercises will be free from sectarian influence, including invocations and benedictions.

N. There will be no school sponsorship of baccalaureate services. Interested parents and students may plan and organize baccalaureate exercises provided that the service is not promoted through the school and staff, and student participation is voluntary.

Students, parents and staff who are aggrieved by practices or activities conducted in the school or district may register their concern with the building principal or district superintendent.

Griffin Updated: _____
WSSDA Last Revised: **December 01, 2011**
Classification: **Important**
Prior Revised Dates: **10.00; 10.07**

Legal References:

- U.S. Constitution First Amendment, Fourteenth Amendment
- Wash. Constitution Art. I, 11
- Wash. Constitution Art. 9, Sec. 4 and Art. 26
- RCW 28A.600.025 Students rights of religious expression - Duty of superintendent of public instruction to inform school districts
- WAC 392-400-227 School district rules defining students religious rights

Cross References:

- 4260 - Use of School Facilities
- 4237 - Contests, Advertising and Promotions
- 4235 - Public Performances
- 4220 - Complaints Concerning Staff or Programs
- 4060 - Distribution of Information
- 3224 - Student Dress
- 3223 - Freedom of Assembly
- 3220 - Freedom of Expression
- 3122 - Excused and Unexcused Absences
- 2153 - Non-Curriculum-Related Student Groups

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Coversheet

5281 Disciplinary Action and Discharge

Section:	VII. POLICY - UPDATES
Item:	B. 5281 Disciplinary Action and Discharge
Purpose:	Vote
Submitted by:	
Related Material:	5281 Disciplinary Action and Discharge.pdf 5281 Disciplinary Action and Discharge (WSSDA 2021).docx (1).pdf

DISCIPLINARY ACTION AND DISCHARGE

Staff who fail to fulfill their job responsibilities or follow the reasonable directions of their administrators or who conduct themselves on or off the job in ways that significantly affect their effectiveness on the job or in such other ways that the law determines to be sufficient cause shall be subject to discipline. Behavior, conduct or action which may institute disciplinary action or discharge may include, but is not limited to:

Insubordination, gross incompetence, immorality, conviction of a felony, nonprofessional conduct, mental or physical inability to perform the duties for which employed, intemperance, intentional discrimination, vulgar speech or actions, use of habit-forming drugs without pharmaceutical prescription by a doctor of medicine licensed to practice in the state of Washington, use of alcoholic beverages on school premises or at a school-sponsored activity off the school premises, and use of district supplies and equipment for personal betterment or financial gain.

Discipline shall be reasonably appropriate to the circumstances but may include suspension or discharge. In the event that allegations or charges are made against a staff member for misconduct with minors, the superintendent may contact the child protective services central registry for evidence regarding the staff member as an adjudicated or admitted perpetrator of child abuse or neglect. Discharge or other adverse action affecting the contract status of certificated staff shall be instituted by the superintendent in the manner prescribed by law. When the district or superintendent discharges, fails to renew the contract or permits a certificated staff member to resign, the superintendent shall notify the state board of education of such termination of employment.

The superintendent is authorized to suspend a provisional status classified staff member immediately. Provisional status as used herein is granted to a classified staff member for the first 90 days of employment. Thereafter, if performance has been acceptable, the classified staff member shall be granted regular status.

The superintendent is authorized to suspend a regular status classified staff member immediately. The staff member shall be advised of the right to request an informal pretermination meeting within five (5) working days following notice. At such time the staff member may receive notice of the charges against him/her, an explanation of the evidence, and an opportunity to refute any of the charges made.

Upon the request of the suspended staff member, the board shall meet with the suspended staff member to determine if discharge action shall be taken. If a request is not received, the board shall act upon the recommendation of the superintendent.

Cross References: Board Policy 5006 Unprofessional Conduct

Legal References:

RCW 28A.400.300 Hiring and discharge of employees--Leaves for employees--Seniority and leave benefits, retention upon transfers between schools

28A.400.340 Notice of discharge to contain notice or right to appeal if available

28A.405.300 Adverse change in contract status of certificated employee--Determination of probable cause--Notice--Opportunity for hearings

28A.405.310 Adverse change in contract status of certificated employee, including non-renewal of contract--Hearings--Procedure

28A.410.090 Revocation of authority to teach

28A.400.320 Mandatory termination of classified employees

28A.405.470 Mandatory termination of certified employees

28A.400.340 Notice of discharge to contain notice of right to appeal if available

WAC 180-86 Policies and procedures for administration of certification proceedings

180-87 Acts of Unprofessional Conduct

180-44-060 Drugs and alcohol--Use of as cause for dismissal

Adoption Date: July 19, 2000

Policy: 5281
Section: 5000 - Personnel

Disciplinary Action and Discharge

Grounds for Disciplinary Action or Discharge

Staff who fail to fulfill their job responsibilities or follow the reasonable directions of their administrators or who conduct themselves on or off the job in ways that affect their effectiveness on the job may be subject to disciplinary action or discharge. Behavior, conduct, or action that provides sufficient cause may warrant disciplinary action or discharge. Such behavior, conduct, or action may include but is not limited to:

A. Incompetence;
B. Inefficiency;
C. Misappropriation or misuse of district property;
D. Neglect of duty;
E. Insubordination;
F. Conviction/guilty plea of any crime which adversely affects the employee's ability to perform a job including any felony crime involving:
    1. The physical neglect of a child;
    2. The physical injury of death of a child;
    3. Sexual exploitation of a child;
    4. Sexual offenses;
    5. Promotion of a minor for prostitution purposes; or
    6. The sale or purchase of a minor child;

    [employees are required to report in writing to the superintendent any conviction or guilty plea of the above referenced crimes (and of any other crimes that are workplace related) within five days of conviction or guilty plea];
G. Malfeasance;
H. Misconduct;
I. Inability to perform job functions;
J. Willful violation of district policies and procedures, laws, or regulations;
K. Mistreatment, abuse or assault of fellow workers, students, or members of the public;
L. Conflict of interest;
M. Abuse of leave;
N. Unlawful harassment, verbal abuse, physical abuse or sexual misconduct toward staff, students, or members of the public;
O. Manufacture, possession, distribution, sale or being under the influence of alcohol, controlled, illegal, addictive or harmful substances including anabolic steroids;
P. Conduct (whether on the job or off the job) that has a substantial negative impact on

performance;

Q. Mental or physical inability to perform the essential job duties;
R. Intemperance;
S. Intentional discrimination or harassment;
T. Vulgar speech or actions;
U. Use of habit forming drugs without pharmaceutical prescription by a doctor of medicine licensed to practice in the state of Washington;
V. Use of alcoholic beverages on district premises or at a district sponsored activity off the district premises;
W. Use of district supplies and equipment for personal betterment or financial gain or other improper purposes;
X. Falsification or omission of material information from district records or any report or statement required of or submitted by the employee. This includes, but is not limited to, providing false information to the district (i.e., timesheets, application materials, during formal investigations);
Y. Engage in the obstruction of justice, which includes witness intimidation, retaliation, destruction of evidence, or engaging in conduct to compromise an investigation or inquiry of misconduct; or
Z. Engage in any other conduct that lacks educational value/legitimate professional purpose and harms students.

In the event that allegations or charges are made against a staff member for misconduct with minors, the superintendent may contact the Child Protective Services central registry for evidence regarding whether the staff member is an adjudicated or admitted perpetrator of child abuse or neglect. Appropriate reports will also be made to law enforcement, the Office of the Superintendent of Public Instruction, and the student's parents or guardians, as required by law.

Nondisciplinary Dismissal

Nonrepresented classified employees and certificated administrators may be subject to nondisciplinary dismissal for behaviors such as, but not limited to, refusal to provide proof of vaccination or refusal to obtain a medical or religious accommodation. The option to use nondisciplinary dismissal does not obligate the district to do so or in any way limit or prevent the district from pursuing other responses as determined by the superintendent or designee.

Abuse and Sexual Misconduct

The district will not enter into any contract that is contrary to law to suppress information about verbal or physical abuse or sexual misconduct by a present or former employee and will comply with all legal requirements regarding such misconduct.

The district, or an individual acting on behalf of the district, shall not provide a recommendation of employment for a current or former employee, contractor, or agent that the district or individual acting on behalf of district knows or has probable cause to believe has engaged in sexual misconduct with a student or minor in violation of the law. District/school employees,

contractors, and agents are also prohibited from providing a recommendation of employment to a current or former employee, contractor, or agent that the employees, contractors, or agents know or has probable cause to believe engaged in sexual misconduct with a student or minor in violation of the law. This does not prohibit the routine transmission of administrative or personnel files, but does prohibit doing more than that to help the current or former employee obtain new employment.

Suspension of Staff
The superintendent/designee is authorized to suspend a staff member immediately as deemed appropriate.

Griffin Updated: _____
WSSDA Last Revised: **October 13, 2021**
Classification: **Discretionary**
Prior Revised Dates: **04.98, 10.02, 04.04; 10.05; 06.07; 12.11; 12.14; 12.15; 03/01/2019**

Legal References:

- RCW 28A.400.300 Hiring and discharge of employees - Written leave policies - Seniority and leave benefits of employees transferring between school districts and other educational employers
- RCW 28A.400.320 Crimes against children - Mandatory termination of classified employees - Appeal - Recovery of salary or compensation by district
- RCW 28A.400.340 Notice of discharge to contain notice of right to appeal if available
- RCW 28A.405.300 Adverse change in contract status of certificated employee - Determination of probable cause - Notice - Opportunity for hearing
- RCW 28A.405.310 Adverse change in contract status of certificated employee, including non-renewal of contract - Hearings - Procedure
- RCW 28A.405.470 Crimes against children - Mandatory termination of certificated employees - Appeal - Recovery of salary or compensation by district
- RCW 28A.410.090 Revocation or suspension of certificate or permit to teach - Criminal basis - Complaints - Investigation - Process
- RCW 49.44.200 Personal social networking accounts - Restrictions on employer access - Definitions
- Chapter 181-86 RCW Policies and procedures for administration of certification proceedings
- WAC 181-87 Acts of Unprofessional Conduct

Management Resources:

- 2021 - October Issue
- 2019 - March 2019 - March Policy Issue
- 2015 - December Issue
- 2014 - December Issue
- 2004 - October Issue

Cross References:

- 5006 - Certification Revocation
- 5240 - Evaluation of Staff
- 5280 - Separation from Employment

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Coversheet

5400 Personnel Leaves

Section:	VII. POLICY - UPDATES
Item:	C. 5400 Personnel Leaves
Purpose:	Vote
Submitted by:	
Related Material:	5400 Personnel Leaves (Griffin 2000) (1).pdf 5400 Personnel Leaves (WSSDA 2024).docx (2).pdf

PERSONNEL LEAVES

Upon the recommendation of the superintendent and in accordance with the law and district policy, staff may be granted leaves pursuant to the following conditions, unless the applicable collective bargaining agreement provides otherwise:

A. Leave at Full Pay Unless Stated Otherwise. Leaves shall be with pay unless otherwise stated. If leaves are to include expenses to be paid by the district, that also shall be specifically stated.

B. Return from Leaves. At the end of any leave shorter than 20 days in duration, sabbatical leave, or sick leave which does not exhaust the staff member's accumulated sick leave, the affected staff member is entitled to return to the position held when the leave commenced or to an appropriate comparable position.

Except as may otherwise be specifically provided by law or district policy, a staff member shall be entitled to a position in the district subject to the availability of a position for which the staff member is qualified after leaves of longer duration.

C. Prior Notice of Application. Reasonable advance notice is required for all leaves, with specific advance notice as stated in district policy.

D. Flexibility in Granting Leaves. The superintendent, with approval of the board, may grant leaves to individuals who might not otherwise be covered, or extend leave in excess of the number of days provided by district policy, in unusual or exceptional circumstances.

E. Leaves Prorated for Part-Time Staff. Part-time staff shall be entitled to leave benefits, unless otherwise stated in district policy, provided that the length of leaves shall be prorated according to the ratio of days and/or hours worked to the number of days and/or hours worked by a full-time staff member in the same or a similar position.

Legal References:

RCW 28A.400.300	Hiring and discharging employees--Leaves for employees--Seniority and leave benefits, retention upon transfers between schools.
AGO 1980 No. 22	Limitation on compensated leave for school district employees

Adoption Date: July 19, 2000

Policy: 5400
Section: 5000 - Personnel

Personnel Leaves

Upon the recommendation of the superintendent and in accordance with the law and district policy, staff may be granted leaves pursuant to the following conditions, unless the applicable collective bargaining agreement provides otherwise:

A. **Leave at Full Pay Unless Stated Otherwise.** Leaves will be with pay unless otherwise stated. If leaves are to include expenses to be paid by the district, that also will be specifically stated.
B. **Leaves are granted per contracts or collective bargaining agreements.**
C. **Return from Leaves.** At the end of any leave shorter than 20 days in duration, sabbatical leave, or sick leave which does not exhaust the staff member's accumulated sick leave, the affected staff member is entitled to return to the position held when the leave commenced or to an appropriate comparable position.

   Except as may otherwise be specifically provided by law or district policy, a staff member will be entitled to a position in the district subject to the availability of a position for which the staff member is qualified after leaves of longer duration.
D. **Prior Notice of Application.** Reasonable advance notice is required for all leaves, with specific advance notice as stated in district policy.
E. **Flexibility in Granting Leaves.** The superintendent, with approval of the board, may grant leaves to individuals who might not otherwise be covered, or extend leave in excess of the number of days provided by district policy, in unusual or exceptional circumstances.
F. **Leaves Prorated for Part-Time Staff**. Part-time staff will be entitled to leave benefits, unless otherwise stated in district policy, provided that the length of leaves will be prorated according to the ratio of days and/or hours worked to the number of days and/or hours worked by a full-time staff member in the same or a similar position.
G. **Noncumulative**. Leaves will be noncumulative from year to year unless otherwise stated per contract or collective bargaining agreement.

Unpaid Leaves

Upon employee request, the superintendent or designee has discretion to consider providing unpaid leave to employees in certain circumstances. The option to provide unpaid leave does not obligate the district to do so or in any way limit or prevent the district from pursuing other responses.

Griffin Update: _____
WSSDA Last Revised: **December 22, 2024**
Classification: **Critical**

Prior Revised Dates: **04.98; 12.00; 12/01/2011; 10/13/2021; 12/16/2021**

Legal References:

- RCW 28A.400.300 Hiring and discharging of employees - Written leave policies - Seniority and leave benefits of employees transferring between school districts and other educational employers
- AGO 1980 No. 22 Limitation on compensated leave for school district employees

Management Resources:

- 2024 - December Issue
- 2021 - December Issue
- 2021 - October Issue
- 2011 - December Issue

Cross References:

- 5411 - Staff Vacations
- 5410 - Holidays
- 5407 - Military Leave
- 5406 - Leave Sharing
- 5404 - Family, Medical, and Maternity Leave
- 5403 - Emergency and Discretionary Leaves
- 5401 - Sick Leave

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Coversheet

5401 Sick Leave

Section: VII. POLICY - UPDATES
Item: D. 5401 Sick Leave
Purpose: Vote
Submitted by:
Related Material: 5401 Sick Leave (Griffin 2000) (1).pdf
5401 Sick Leave (WSSDA 2017).docx (2).pdf

SICK LEAVE

The district shall grant each full-time, certificated and classified staff member of the district 12 sick leave days annually. Unused sick leave may be accumulated on a year-to-year basis up to a maximum of the number of contract days in a contract period, not to exceed one year.

The district may require a signed statement from a physician for any absence in excess of five consecutive days. If sick leave benefits are exhausted, the board may grant leave without pay for the balance of the year upon the recommendation of the superintendent.

Attendance Incentive. In January of the year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, any eligible staff member may exercise an option either:

(1) to receive remuneration for unused sick accumulated in the previous year in an amount equal to one day's monetary compensation of the staff member for each four full days of accrued sick leave in excess of 60 days; or

(2) to add that year's sick leave to the staff member's accumulated sick leave.

All such leave for which the staff member receives compensation shall be deducted from accumulated sick leave at the rate of four days for every one-day's monetary compensation.

A staff member may cash-out all accrued sick leave at the above rate at the time of separation due to retirement, provided that the retiree provides documentation from the appropriate state retirement system. Such leave shall be accrued at the rate of no more than one day per month.

The administrator of the estate of a deceased staff member may also cash-out all accumulated sick leave at the rate of one day's monetary compensation for every four days of leave. A certified copy of the death certificate must be submitted to the district office or proper documentation of court appointment as administrator of the estate.

An employee who is at least age fifty-five, has ten years of service in the retirement system, and is a member of either the teachers' or school employees' retirement system Plan 3, or is at least age fifty-five, has at least fifteen years of service in the retirement system and is a member of either the teachers' or school employees' retirement system Plan 2 may cash out all accumulated sick leave at the rate of one day's monetary compensation for every four days of sick leave at the time of separation from employment.

Earned sick leave shall not be accumulated in excess of 180 days as of December 31st of each year, except that an employee may exercise the annual January cash-out option for all days accumulated in excess of this maximum.

Legal References:	RCW	28A.400.210	Employee attendance incentive program--Remuneration for unused sick leave
		28A.400.300	Hiring and discharging employees--Leaves for employees--Seniority and leave benefits, retention upon transfers between schools
		WAC 392-136	Conversion of Accumulated Sick Leave
	AGO 6498.00 --- 1963-64 No. 98		Sick leave for certificated and non-certificated employees
	AGO 8022.00 --- 1980 No. 22		Limitation on compensated leave for school district employees

Adoption Date: July 19, 2000, Rev. 2-13-01, 5-16-01

Policy: 5401
Section: 5000 - Personnel

Sick Leave

I. Paid Sick Leave for Certificated and Classified Staff Members

The district will grant each certificated and classified staff member of the district sick leave days annually in accordance with RCW 28A.400.300 and applicable collective bargaining agreements.

Unused sick leave days may be accumulated from year-to-year up to a maximum of one hundred eighty days for the purposes of RCW 28A.400.210 and 28A.400.220, and for leave purposes up to a maximum of the number of contract days agreed to in a given contract, but not greater than one year.

The district may require a signed statement from a healthcare provider for any absence in excess of five consecutive days. Pursuant to WAC 296-128-660, if the district requires such verification from a nonexempt staff member and the staff member believes obtaining verification would result in an unreasonable burden or expense, the staff member may contact Human Resources orally or in writing. Verification must be provided to the district within 10 calendar days of the first day a nonexempt staff member used paid sick leave to care for themselves or a family member.

If sick leave benefits are exhausted, the board may grant leave without pay for the balance of the year upon the recommendation of the superintendent/designee.

II. Attendance Incentive Program for Certificated and Classified Staff Members

In January of the year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, any eligible staff member may exercise an option either:

A. To receive remuneration for unused sick accumulated in the previous year in an amount equal to one day's monetary compensation of the staff member for each four full days of accrued sick leave in excess of 60 days; or

B. To add that year's sick leave to the staff member's accumulated sick leave.

All such leave for which the staff member receives compensation will be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation.

A staff member may cash-out all accrued sick leave at the above rate at the time of an eligible separation from employment as set forth in RCW 28A.400.210 and Chapter 392-136 WAC.

The administrator of the estate of a deceased staff member may also cash-out all accumulated sick leave at the rate of one day's monetary compensation for every four days of leave. A certified copy of the death certificate and proper documentation of court appointment as administrator of the estate must be submitted to the district office.

III. Additional Paid Sick Leave Provisions

A. Nonexempt Staff Members

Nonexempt staff members are covered by the sick leave provisions of RCW 28A.400.300 and are also covered by the sick leave provisions of RCW 49.46.210 and Chapter 296-128 WAC beginning January 1, 2018.

In general, the sick leave benefits provided under RCW 28A.400.300 are more generous than those required by RCW 49.46.210 and Chapter 296-128 WAC. Below, however, are some of the rights that nonexempt staff members are entitled to under RCW 49.46.210 and Chapter 296-128 WAC:

1. Nonexempt staff members must accrue at least one hour of paid sick leave for every forty hours worked.

2. Nonexempt staff members are entitled to use their accrued paid sick leave beginning on the ninetieth calendar day after the commencement of their employment.

3. Nonexempt staff members may use paid sick leave to care for themselves or their family members, when the staff members' workplace or children's school or place of care has been closed by a public official for any health related reason, or for absences that qualify for leave under the Domestic Violence Leave Act.

4. Nonexempt staff members must be permitted to carry over at least forty hours of paid

sick leave.

5. Retaliation against a nonexempt staff member for lawful exercise of paid sick leave rights is prohibited.

B. Reasonable Notice for the Use of Paid Sick Leave [Optional]

Nonexempt staff members must provide reasonable advance notice of an absence from work for the use of paid sick leave to care for themselves or a family member. Please provide such reasonable notice to [insert point of contact, e.g. supervisor]. Any information provided will be kept confidential. If a nonexempt staff member's absence is foreseeable, the staff member must provide notice to [insert point of contact] at least 10 days, or as early as possible, before the first day paid sick leave is used. If a nonexempt staff member's absence is unforeseeable, the staff member must contact [insert point of contact] as soon as possible.

A nonexempt staff member must give advance oral or written notice to [insert contact] as soon as possible for the foreseeable use of paid sick leave to address issues related to the staff member or the staff member's family member being a victim of domestic violence, sexual assault, or stalking. If a nonexempt staff member is unable to give advance notice because of an emergent or unforeseen circumstance related to the staff member or the staff member's family member being a victim of domestic violence, sexual assault, or stalking, the staff member or a designee must give oral or written notice to [insert contact] no later than the end of the first day that the staff member takes such leave.

C. Frontloaded Paid Sick Leave [Optional]

The district will provide eligible nonexempt staff members with a notification of frontloaded paid sick leave. This notification will provide details of the amount of paid sick leave hours that will be placed into a nonexempt staff member's paid sick leave bank at the start of their employment. It will include the calculations used to determine the frontloaded hours, the paid sick leave accrual year, and a staff member's eligibility details. Unused frontloaded paid sick leave balances of 40 hours or less will carry over to the following year.

The district will make written or electronic notification to a nonexempt staff member for each paid sick leave frontloading period, providing the amount of paid sick leave frontloaded, the calculation used to determine the amount of paid sick leave, and any adjustments based on additional accrued hours. If a nonexempt staff member's frontloaded paid sick leave is less than the amount that they were entitled to accrue, the district will make any additional amounts of paid sick leave available for the staff members use no later than 30 days after the discrepancy is identified.

If a nonexempt staff member uses more paid sick leave than the staff member would have accrued absent frontloading, the district will not seek reimbursement from the staff member for the paid sick leave used.

Griffin Update: _____
WSSDA Last Revised: **December 01, 2017**
Classification: **Critical**
Prior Revised Dates: **10.00; 12.11**

Legal References:

- RCW 49.46.200 Paid sick leave
- RCW 49.46.210 Paid sick leave - Authorized purposes - Limitations - Family member - defined
- Chapter 296-128 WAC Minimum Wages
- RCW 28A.400.210 Employee attendance incentive program - Remuneration or benefit plan for unused sick leave
- RCW 28A.400.300 Hiring and discharging of employees - Written leave policies - Seniority and leave benefits, of employees transferring between school districts and other educational employers
- Chapter 392-136 WAC Finance - Conversion of Accumulated Sick Leave
- AGO 1964 No.98 Sick leave for certificated and noncertificated employees
- AGO 1980 No.22 Limitation on compensated leave for school district employees

Management Resources:

- 2017 - December Policy Issue

Cross References:

- 5406 - Leave Sharing

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Coversheet

5403 Emergency & Discretionary Leaves

Section:	VII. POLICY - UPDATES
Item:	E. 5403 Emergency & Discretionary Leaves
Purpose:	Vote
Submitted by:	
Related Material:	5403 Family Emergency Leaves (Griffin 2000) (1).pdf 5403 Emergency and Discretionary Leaves (WSSDA 2011).docx (2).pdf

FAMILY EMERGENCY LEAVES

The board recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school district employees. Conditions for the authorized use of accumulated sick leave for family leaves are to be fairly construed in a manner consistent with this policy, and other relevant district policies.

In the event the staff member's sick leave has been exhausted, the leave may be granted without pay. Except as otherwise provided, this policy is subject to all of the provisions of Policy 5400. Unless otherwise provided by an applicable collective bargaining agreement, the following shall apply:

Family Illness. District staff members may use accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision. The district may require a signed statement from a licensed medical practitioner to verify the need for treatment or supervision for any absence which exceeds five (5) consecutive days.

Death in the Family. The district shall allow each full-time staff member a maximum of 3 days leave upon the death of an employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, or father-in-law. Leave also shall be allowed upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter or grandson. The deaths of more than one family member resulting from a common occurrence shall be treated as a single death with respect to the length of leave granted.

Birth or Adoption of a Child. The district shall grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee's child. Leave shall be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child under the age of six, as is available to employees who become biological parents. Such leave is available only when the child lives in the employee's household at the time of birth or initial placement.

Employee requests for leave of absence due to birth or initial placement for adoption of a child shall be submitted in writing to the superintendent not less than 30 days prior to the beginning date of the leave. The notice shall include the approximate beginning and ending dates for the leave requested.

An extended unpaid leave of absence for a period up to the beginning of the next school term or school year may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with any recommendation of professionals such as medical practitioners or counselors regarding the leave request.

Nothing in this section shall preclude the use of accumulated sick leave to care for a child under age eighteen (18) with a health condition that requires treatment or supervision, as provided in the Family Illness section of this policy.

Legal References:	RCW	49.12.270	Sick leave to care for child
		49.12.360	Parental leave--discrimination prohibited

Adoption Date: July 19, 2000

Policy: 5403
Section: 5000 - Personnel

Emergency and Discretionary Leaves

Emergency leave may be granted for no more than 1 day per year and may be taken in the case of emergencies as defined in the following:

> *An emergency arises out of unforeseen and unexpected circumstances which create an air of crisis or extreme need. The circumstances must present a grave and clear danger that imminently threatens physical or mental health or would result in irremediable harm or in immediate disaster to life or property unless some action is taken.*

A written application for emergency leave must be returned to the district office on the day of return to school.

Family Emergency Leaves

The board recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school district employees. Conditions for the authorized use of accumulated leave for family leaves are to be fairly construed in a manner consistent with this policy, and other relevant district policies.

Unless otherwise stated, any leave used under terms of this policy will be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave will be granted without pay.

Unless a situation is governed by an applicable collective bargaining agreement, the following apply:

A. **Domestic Violence Leave**
The district will allow victims of domestic violence, sexual assault, or stalking and family members of victims to take reasonable leave from work, intermittent leave or leave on a reduced leave schedule. The leave may be sick leave, other accrued leave or leave without pay. Family member includes a child, spouse, parent, parent in-law, grandparent or an individual with whom the victim has a dating relationship. The employee will provide advance notice of their intent to take leave. If advance notice is not possible, due to an

emergency, notice should be provided no later than the end of the first day that the employee takes the leave.

B. **Family Illness**
District staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a child of the employee with a health condition that requires treatment or supervision. Staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. The district may require a signed statement from a licensed medical practitioner to verify the need for treatment, care or supervision for any absence that exceeds five (5) consecutive days.

C. **Death in the Family**
The district will allow each full-time staff member a maximum of 5 days leave upon the death of an employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, or father-in-law. Leave also will be allowed upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter or grandson. The deaths of more than one family member resulting from a common occurrence will be treated as a single death with respect to the length of leave granted.

An extended unpaid leave of absence for a period up to the beginning of the next school term or school year may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with any recommendation of professionals such as medical practitioners or counselors regarding the leave request.

Nothing in this section will preclude the use of accumulated sick leave to care for a child with a health condition that requires treatment or supervision, as provided in the 'Family Illness' section of this policy.

Leaves of Absence

The district may grant leaves of absence for specific periods of time for up to one school year upon application by a staff member, the recommendation of the superintendent and the approval of the board. Such leaves will be without pay or fringe benefits and, with the approval of the board, and may be extended for one additional school year. During the leave the staff member may pay the district's share of any insurance benefits program in order to maintain those benefits. The needs of students and the district program warrant primary consideration. Leaves of absence will be granted only when they will not have an undesirable impact upon the educational program or business operations.

A staff member will be entitled to return to a position in the district at the end of the leave of absence subject to the availability of a position for which the staff member is qualified. The staff

member granted a leave of absence will inform the board by April I as to his/her intentions to assume a position in the district for the ensuing school year. If said notification is not received, the individual's employment rights with the district will be terminated.

Staff on leave of absence will not earn any salary schedule experience credit or any sick leave credit or benefits during the leave of absence.

Leaves to Attend Meetings/Conferences

The district may grant leaves, subject to the recommendation of the superintendent and approval by the board, to staff for the purpose of attending meetings or conferences that are likely to be of value to the staff member's performance. Meetings and conferences wherein bargaining unit activities are conducted are excluded. Such leaves may be granted without pay and with or without travel expense reimbursement.

Griffin Updated: _____
WSSDA Last Revised: **December 01, 2011**
Classification: **Discretionary**
Prior Revised Dates: **04.98, 08.02; 04.09; 10.11**

Legal References:

- RCW 28A.400.300 Hiring and discharging employees - Written leave policies - Seniority and leave benefits of employees transferring between school districts and other educational employers
- RCW 49.12.270 Sick leave, time off - Care of family members
- Chapter 49.76 RCW Domestic violence leave

Management Resources:

- 2011 - December Issue
- 2011 - October Issue
- 2009 - April Issue

Cross References:

- 5021 - Conflicts Between Policy and Bargaining Agreements

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Coversheet

5404 Family, Medical & Maternity Leave

Section:	VII. POLICY - UPDATES
Item:	F. 5404 Family, Medical & Maternity Leave
Purpose:	Vote
Submitted by:	
Related Material:	5404 Family Leave.pdf 5404 Family Medical and Maternity Leave (WSSDA 2019).docx (1).pdf

FAMILY LEAVE

Every employee of the district who has worked for the district at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) workweeks of family leave during any twelve (12) month period to:

(a) Care for a newborn child, an adopted child of the employee who is under the age of eighteen at the time of placement for adoption, or a newly placed foster child; or

(b) Care for a spouse, parent or child of the employee who has a serious health condition, or the employee may obtain leave for a personal health condition if it renders the employee unable to perform his or her job.

Leave taken for newborn or adopted childcare shall be completed within one year after the date of birth or placement for adoption. Family leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave when it would constitute 20% of the number of working days in the period during which the leave would extend without the approval of the superintendent. An instructional employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available.

A period of family leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth, pursuant to the Maternity Leave section of this policy.

If both parents of a newborn or newly adopted child are employed by the school district, they shall be entitled to a total of twelve workweeks of family leave during any twelve month period, and leave shall be granted to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a serious health condition.

The superintendent may require written verification from the employee's health care provider.

The district may obtain the opinion of a second health care provider, at district expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for family leave, the two health care providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

Return to work. Any employee returning from an authorized family leave, shall be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

Reinstatement of an employee returning from family leave need not occur if: a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, b) an employee on family leave takes a position with another employer outside the home, or c) the employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave. If an employee fails to return from family leave, the district may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

1) The employee began leave five or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three weeks of the end of the semester.

B) The employee began family leave (except for a personal health condition) less than five weeks before the end of the semester, the leave is for more than two weeks, and the employee would otherwise return to work within two weeks of the end of the semester.

C) The employee began family leave (except for a personal health condition) three or fewer weeks before the end of the semester and the period of leave is more than five working days.

Legal References:	Ch. 49.78 RCW	Family Leave
	Ch. 296-134 WAC	Family Leave
	P.L. 103-3	Family and Medical Leave Act of 1993

Adoption Date: July 19, 2000

Policy: 5404
Section: 5000 - Personnel

Family, Medical, and Maternity Leave

I. State Paid Family and Medical Leave

Paid family and medical leave are benefits administered by the Washington State Employment Security Department. Employees interested in applying for these benefits must follow the process described in Chapter 192-610 WAC. Employees who have questions regarding the application process may contact the Employment Security Department or visit its website at paidleave.wa.gov. The district will post notices made available by the Employment Security Department that provide pertinent information regarding paid family and medical leave benefits.

A brief description of the paid family and medical leave benefits program is provided below. The description is not meant to capture every aspect of the program; rather, it is meant to give a general overview.

Eligibility

Employees who have worked 820 hours during the first four of the last five completed calendar quarters or the last four completed calendar quarters are eligible for paid family and medical leave.

Reasons for leave

Family leave means leave taken by an employee from work for the following reasons:

A. To participate in providing care, including physical or psychological care, for a family member made necessary by a serious health condition of the family member;
B. To bond with the employee's child during the first 12 months after the child's birth, or the first 12 months after the placement of a child under the age of eighteen within the employee; or
C. Because of any qualifying exigency as permitted under the federal family and medical leave act for family members as defined by RCW 50A.05.010(10).

Medical leave means any leave taken by an employee from work made necessary by the employee's own serious health condition as defined by RCW 50A.05.010(20).

Amount of leave

Employees may take up to 12 weeks of paid family leave during a period of 52 consecutive

calendar weeks.

Employees may take up to 12 weeks of paid medical leave during a period of 52 consecutive calendar weeks. Paid medical leave may be extended by two weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity.

Employees may take a combined 16 weeks of paid family and paid medical leave during a period of 52 consecutive calendar weeks. The combined total may be extended to 18 weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity.

Employee notice to district

An employee must provide the district at least 30 days' written notice before paid family or medical leave 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 practicable when 30 days' notice is not possible because of a lack of knowledge of approximately when leave will be required to begin, because of a change in circumstances, or because of a medical emergency.

An employee must provide the district written notice as soon as is practicable for foreseeable leave due to a qualifying military exigency, regardless of how far in advance such leave is foreseeable.

The notice must be in writing and contain at least the anticipated timing and duration of the leave.

District notice to employee

Whenever the district becomes aware that an employee is absent from work for more than seven consecutive days to take family or medical leave, the district must will provide the employee with a written statement provided by the Employment Security Department of the employee's rights.

The notice will be sent by the fifth business day after the employee's seventh consecutive missed day of work due to family or medical leave or by the fifth business day after the employer becomes aware that the employee's absence is due to family or medical leave, whichever is later.

Employment restoration

Upon return from paid family or medical leave, an employee is entitled to be restored to the position of employment held by the employee when the leave commenced or to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

As a condition of restoration for employees who have taken medical leave, the district may require those employees to receive certification from their health care provider that they are able to resume work.

The district may deny restoration to any salaried employee who is among the highest paid ten percent of its employees if the following apply:

A. Denial is necessary to prevent substantial and grievous economic injury to the operations of the employer;
B. The district notifies the employee of its intent to deny restoration on such basis at the time the district determines the injury would occur; and
C. The leave has commenced and the employee elects not to return to employment after receiving the notice.

The district may also deny restoration if the employee would not otherwise have been employed at the time of reinstatement.

If the district chooses to deny restoration, it will provide written notice of such denial in person or by certified mail. The notice will include a statement that the district intends to deny employment restoration when the leave has ended, the reasons behind the decision to deny restoration, an explanation that health benefits will still be paid for the duration of the leave, and the date on which eligibility for employer-provided health benefits ends.

The rights described above only apply in the following circumstances: the district has 50 or more employees; the employee has been employed by the district for twelve months or more; and the employee has worked for the district for at least 1,250 hours during the 12 months immediately preceding the date on which leave will commence.

II. Federal Family and Medical Leave

General provisions

Every employee of the district who has worked for the district at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) workweeks of family leave during any twelve (12) month period to do the following:

A. Care for a newborn child, an adopted child of the employee who is under the age of

eighteen at the time of placement for adoption, or a newly placed foster child;

B. Care for a spouse, parent or child of the employee who has a serious health condition, or the employee may obtain leave for his or her own serious health condition if it renders the employee unable to perform his or her job; or

C. Respond to a qualifying exigency occurring because the employee's spouse, son or daughter, or parent is on active duty or has been notified of pending active duty in support of a contingency operation.

An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty six (26) weeks of unpaid leave in a 12 month period to care for the service member.

Family leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or designee or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave when it would constitute 20 percent of the number of working days in the period during which the leave would extend without the approval of the superintendent or designee. An instructional employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available.

A period of family leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth.

The superintendent or designee may require written verification from the employee's health care provider when the employee is taking medical leave based on his or her own serious health condition.

The district may obtain the opinion of a second health care provider, at district expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for family leave, the two health care providers will select a third provider, whose opinion, obtained at the employer's expense, will be conclusive.

Birth or adoption

Leave taken for newborn or adopted childcare will be completed within one year after the date of birth or placement for adoption.

The district will grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee's child. Leave will be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child under the age of six, as is available to employees who

become biological parents. Such leave is available only when the child lives in the employee's household at the time of birth or initial placement.

Employee requests for leave of absence due to birth or initial placement for adoption of a child will be submitted in writing to the superintendent or designee not less than 30 days prior to the beginning date of the leave. The notice will include the approximate beginning and ending dates for the leave requested.

If both parents of a newborn or newly adopted child are employed by the school district, they will be entitled to a total of twelve workweeks of family leave during any twelve month period, and leave will be granted to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a serious health condition.

Employment restoration

Any employee returning from an authorized family leave will be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

An employee may be denied restoration under the following circumstances: a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, b) an employee on family leave takes a position with another employer outside the home, c) the employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave, d) or as otherwise allowed by law. If an employee fails to return from family leave, the district may recover the costs of the employee's health benefits paid during the leave.

Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

A. The employee began leave five or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three weeks of the end of the semester.
B. The employee began family leave (except for a personal health condition) less than five weeks before the end of the semester, the leave is for more than two weeks, and the employee would otherwise return to work within two weeks of the end of the semester.
C. The employee began family leave (except for a personal health condition) three or fewer weeks before the end of the semester and the period of leave is more than five working days.

III. Maternity Leave

A staff member may use accumulated paid sick leave for the period of actual disability attributable to pregnancy or childbirth. This period will extend from the date of birth for a period of not more than 60 days, unless an actual period of disability which begins prior to the date of birth or continues beyond 60 days is otherwise verified in writing by the employee's physician.

If the employee's accumulated sick leave is exhausted during the period of maternity, the district will grant a leave of absence without pay or fringe benefits, upon the staff member's request, for the remainder of the period of actual disability due to pregnancy or childbirth.

During any unpaid portion of such leave of absence, the staff member may pay the premiums for any district insurance plans to keep coverage in effect for the employee and her family.

Notice

A pregnant staff member is requested to notify her immediate supervisor and the superintendent or designee by the beginning of the fifth month of pregnancy.

At the time of such notice the staff member will submit a written request to her immediate supervisor and the superintendent or designee for one or more of the following:

1.
    A. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
    B. Family leave for a period of up to 12 weeks, in addition to any period of maternity disability leave, the district will extend the employee's health benefit during this period of unpaid leave;
    C. Leave of absence for a period of up to the beginning of the next school term or school year. Such extended leave of absence may be approved at the discretion of the superintendent or designee based upon consideration of educational program needs and the desires of the staff member, together with the recommendation of her personal physician or licensed practitioner; or
    D. Termination of employment by resignation.

The notice to the district will include the approximate beginning and ending dates for the leave.

Employment conditions

A pregnant staff member may continue working as long as she is capable of performing her normal duties, with the written approval of her physician or licensed practitioner.

The staff member may return to work when physically able to perform her duties. If the employee intends to return to work within 60 days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

No later than 30 days after the date of birth, the staff member is requested to notify the

superintendent or designee of the specific date when she will return to work. Unless the superintendent or designee approves an earlier date of return, the employee will give at least 14 days advance notice of the actual date of return.

The staff member will return to her duties following an extended leave of absence on the date approved by the superintendent or designee. If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid leave of absence may be approved at the discretion of the superintendent or designee based upon consideration of educational program needs and the recommendation of the employee's personal physician or licensed practitioner.

Assignment upon return
An employee who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth or up to twelve weeks of family leave will return to the same assignment, or a similar position for which she is qualified with at least the same pay and benefits, as she held prior to the maternity leave or family leave.

Upon return from an extended maternity leave, a staff member will be entitled to a position in the district subject to the availability of a position for which she is qualified. An effort will be made to place the staff member in her original position or in a comparable position.

Griffin Update: _____
WSSDA Last Revised: **October 01, 2019**
Classification: **Critical**
Prior Revised Dates: **04.98; 04.09; 10.11; 12.11**

Legal References:

- RCW 28A.400.300 Hiring and discharging of employees - Written leave policies - Seniority and leave benefits of employees transferring between school districts and other educational employers
- Title 50A RCW Family and Medical Leave
- WAC 162-30-020 Pregnancy, childbirth, and pregnancy related conditions
- 29 USC Sec 2601 Family and Medical Leave Act of 1993

Management Resources:

- 2019 - October Policy Issue
- 2011 - December Issue
- 2011 - October Issue
- 2009 - April Issue

Cross References:

- 5021 - Conflicts Between Policy and Bargaining Agreements

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Coversheet

5407 Military Leave

Section: VII. POLICY - UPDATES
Item: G. 5407 Military Leave
Purpose: Vote
Submitted by:
Related Material: 5407 Military Leave (GRIFFIN 2000) (1).pdf
5407 Military Leave (WSSDA 2011).docx (1).pdf

MILITARY LEAVE

The district shall grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit or a member of the Washington National Guard for a period not to exceed fifteen days during each calendar year, provided such reservist has been called to, or volunteered for, active duty or active duty training. Such military leave of absence shall be in addition to any vacation or sick leave to which the staff member may be entitled and shall not result in any loss of rating, privileges, or pay. During the period of military leave, the staff member shall receive his/her normal pay from the district.

Employees whose school district employment is interrupted by up to five years of active duty military service are entitled to re-employment by the district following their discharge. The superintendent shall adopt procedures to implement these re-employment rights consistent with state and federal law.

Legal References:	RCW 38.40.060	Military leaves for public employees
	AGO 61-62 No. 81	Public Employees--State and Municipal employees --Military leave--Reserve meetings
	38 USC 2021-2024	Uniformed Services Employment and Reemployment Rights Act

Adoption Date: July 19, 2000

Policy: 5407
Section: 5000 - Personnel

Military Leave

The district will grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit or a member of the Washington National Guard for a period not to exceed twenty-one days during each year beginning October 1st and ending the following September 30th, provided such reservist has been called to, or volunteered for, active duty or active duty training. Such military leave of absence will be in addition to any vacation or sick leave to which the staff member may be entitled and will not result in any loss of rating, privileges or pay. During this 21 day period of military leave, the staff member will receive his/her normal pay from the district.

Employees whose school district employment is interrupted by up to five years of service in a uniformed service are entitled to re-employment by the district following their discharge. The superintendent will adopt procedures to implement these re-employment rights consistent with state and federal law.

Military Leave - Spouse
The district will allow an employee who is the spouse of a military member of the U.S. Armed Forces, National Guard, or Reserves to take up to fifteen (15) days of unpaid leave during a period of military conflict when:

A. The military spouse is on leave from a deployment; or
B. Prior to deployment once the military spouse receives official notification of an impending call or order to active duty.

The employee must work an average of twenty hours or more each week for the district.

The employee is entitled to fifteen days of unpaid leave for each deployment. The employee must provide the district notice of intent to take leave within five business days of the call to active duty or notice of leave from deployment.

Griffin Update: _____
WSSDA Last Revised: **December 01, 2011**
Classification: **Important**
Prior Revised Dates: **04.98; 06.01; 02.09; 04.09; 8.10**

Legal References:

- RCW 38.40.060 Military leave for public employees
- Chapter 49.77 RCW Military family leave act
- Chapter 73.16 RCW Employment and reemployment
- AGO 1961No. 81 Public employees - State and municipal employees - Military leave - Reserve meetings
- 38 USC 4301-4335 Uniformed services employment and reemployment rights act

Management Resources:

- 2010 - August Issue
- 2009 - April Issue
- 2009 - February Issue
- Policy News, June 2001 State Updates Military Leave Rights

Cross References:

- 5404 - Family, Medical, and Maternity Leave

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Coversheet

6530 Insurance

Section: VII. POLICY - UPDATES
Item: H. 6530 Insurance
Purpose: Vote
Submitted by:
Related Material: 6530 Insurance (Griffin 1999) (2).pdf
6530 Insurance (WSSDA 2026).docx (2).pdf

Policy No. 6530
Management Support

INSURANCE

All insurance programs of the district shall be managed as part of the district's risk management program.

Liability Insurance

The district shall maintain sufficient liability insurance to protect it against claims for the negligent or wrongful acts of its staff or agents. The amount and terms of such insurance protection shall be reviewed annually as part of the district's risk management program.

The board shall hold individual board members, administrators, staff or agents of the district harmless and defend them from any financial loss, including reasonable attorneys' fees, arising out of any act or failure to act, provided that at the time of the act or omission complained of the individual so indemnified was acting within the scope of his/her responsibilities or employment and in compliance with the policies and procedures of the district.

The district shall provide its staff with insurance protection while they are engaged in the maintenance of order and discipline and in the protection of students, other staff and property. Such insurance protection must include liability insurance covering injury to persons and property and insurance protecting staff from loss or damage of their personal property incurred while so engaged.

A member of the board of directors or the superintendent is immune from civil liability for damages for any discretionary decision or failure to make a discretionary decision within his or her official capacity, but liability shall remain on the district for the tortious conduct of the board members and superintendent. The superintendent shall obtain errors and omissions insurance in the amounts deemed necessary by the board.

Property Damage Insurance

The district shall maintain a comprehensive insurance program which shall provide adequate coverage, as determined by the board, in the event of loss or damage to school buildings and/or equipment, including motor vehicles.

Staff Insurance

The district shall develop and maintain an effective program of insurance for its staff. Such programs may include, but are not limited to, unemployment compensation, industrial accident and/or injury insurance, liability and medical insurance.

The district may make available liability, life, health, health care, accident, disability or salary protection insurance or any one of or a combination of these types of insurance and may contribute all or part of the cost of such insurance.

Unemployment Insurance

The district shall participate in the state-administered program by the Employment Security Department for fulfilling its unemployment insurance obligation.

The district shall maintain the records required by the Employment Security Department and retain them for not less than four years.

Workers' Compensation

Workers' compensation is an insurance program which covers job-related injuries and occupational diseases. School staff members are covered by a self-insured program administered by the Educational Service District 113, which has been approved by the Washington State Department of Labor and Industries. The staff member is protected in two ways:

1. Medical costs resulting from job injuries are paid

2. Injured employees are paid a partial wage while off work because of a job injury or illness due to on-the-job causes.

When a staff member is injured on the job with a time loss, the district will grant full sick leave for the first three (3) days provided the staff member has accumulated sick leave to cover. For each day covered by workers' compensation the employee may use accumulated sick leave to make up the difference between the workers' compensation payments and the employee's regular salary. In such instances, total pay shall not exceed the staff member's regular pay.

Medical Insurance

Medical plans are offered in the district on a payroll deduction plan. Staff may select from among those plans which are made available by the district's approval. The district shall make a contribution toward approved insurance premiums for each full-time staff member each month in an amount which is determined each year. The district may provide prorated contributions toward premiums for less than full-time staff. In the event of any fully-funded legislative changes for payment of insurance premiums, such funds shall be provided automatically as additional contributions.

When a staff member is on leave and the staff member's accumulated paid leave has been exhausted, the district shall notify the staff member that the medical insurance benefits are exhausted and the premium is due. The district shall accept the premium from the staff member and remit it to the carrier each month during the term of an approved leave of absence.

In compliance with COBRA (Consolidated Omnibus Budget Reconciliation Act), the district will offer continuing health care coverage on a self-pay basis to staff members and their dependents following termination (for reasons other than gross misconduct), a reduction in hours, retirement, death, or loss of coverage eligibility to the dependent. These health benefits will be identical to the coverages offered to full-time staff members. For terminated or reduced-hour staff members, the coverage may last up to 18 months or until they become eligible for other health insurance, whichever is earlier. In the event of the staff member's retirement, divorce, separation or death, or loss of dependent eligibility the coverage may last up to 36 months for the staff member and/or qualified beneficiary.

Cross References:	Board Policy	2151	Interscholastic Activities
		5401	Sick Leave
		6535	Student Insurance
		6540	School District Responsibility for Privately Owned Property
		6500	Risk Management
Legal References:	RCW	28A.320.100	Actions against officers, employees or agents of school districts and educational service districts-- Defense, costs, fees--Payment of obligation
		28A.320.060	Officers, employees or agents of school districts or educational service districts, insurance to protect and hold personally harmless
		28A.335.010	School buildings, maintenance, furnishing and insuring
		28A.400.350	Liability, life, health, healthcare, accident, disability and salary insurance authorized--Premiums
		28A.400.370	Mandatory insurance protection for employees
		41.50.160	Restoration of withdrawn contributions by annual installment

RCW	50.44.030(3)	Insurance pools
	50.44.050	Benefits payable, terms and conditions
	50.20.050	Disqualification for leaving work voluntarily without good cause
	4.24.470	Liability of officials and members of governing body of public agency
	4.96.010	Tortious conduct of political sub-division--Liability for damages

29 U.S.C. A ss1161-1168
Consolidated Omnibus Budget Reconciliation Act

WAC 296-15 Workman's compensation self-insurance

Adoption: November 17, 1999

Policy: 6530

Section: 6000 - Management Support

Insurance

All insurance programs of the district will be managed as part of the district's risk management program.

A. **Liability Insurance**
The district will maintain sufficient liability insurance to protect it against claims for the negligent or wrongful acts of its staff or agents. The amount and terms of such insurance protection will be reviewed annually as part of the district's risk management program.

The board will hold individual board members, administrators, staff or agents of the district harmless and defend them from any financial loss, including reasonable attorneys' fees, arising out of any act or failure to act, provided that at the time of the act or omission complained of the individual so indemnified was acting within the scope of his/her responsibilities or employment and in compliance with the policies and procedures of the district.

The district will provide its staff with insurance protection while they are engaged in the maintenance of order and discipline and in the protection of students, other staff and property. Such insurance protection must include liability insurance covering injury to persons and property and insurance protecting staff from loss or damage of their personal property incurred while so engaged.

A member of the board of directors or the superintendent is immune from civil liability for damages for any discretionary decision or failure to make a discretionary decision within his or her official capacity, but liability will remain on the district for the tortious conduct of the board members and superintendent. The superintendent will obtain errors and omissions insurance in the amounts deemed necessary by the board.

B. **Property Damage Insurance**
The district will maintain a comprehensive insurance program which will provide adequate coverage, as determined by the board, in the event of loss or damage to school buildings and/or equipment, including motor vehicles.

C. **Staff Insurance**
The district will develop and maintain an effective program of insurance for its staff. Such programs may include, but are not limited to, unemployment compensation, industrial accident and/or injury insurance, liability and medical insurance.

The district may make available medical, dental, vision, liability, life, accident, disability, and salary protection or insurance, direct agreements as defined in chapter 48.150 RCW, or any one of, or a combination of these types of insurance and may contribute all

or part of the cost of such insurance to the extent permitted by law.

D. **Unemployment Insurance**
The district will participate in the program lawfully available for fulfilling its unemployment insurance obligation that is most financially and administratively efficient. The unemployment compensation program will be reviewed annually by the board.

Staff eligible under the terms of the unemployment compensation pool agreement with the educational service district will be provided with the unemployment benefits to which they are entitled. Employees that leave work voluntarily will be ineligible to receive unemployment benefits unless they can show good cause for leaving. The district will maintain the records required by the state employment security department and retain them for not less than four years.

E. **Workers' Compensation**
The district is self-insured through the ESD 113 Workers' Compensation Trust to provide industrial insurance benefits to employees who sustain job-related injuries or occupational diseases. This trust has been approved by the Washington State Department of Labor and Industries to administer industrial insurance benefits. Employees of a self-insured business have the same rights and responsibilities as other workers insured through the state of Washington. Employees are protected in two ways:

1. Medical costs resulting from job-related injuries or diseases are paid under the claim; and
2. Injured employees are paid a partial wage replacement while off work due to a job-related injury or disease under the claim when certified off work by their doctor.

When an employee is injured on the job and is unable to perform his or her duties as a result of an on-the-job injury or occupational disease and certified off work by a doctor, the employee may elect to use leave as follows (provided the employer does not elect to keep the employee on full salary through means other than use of accrued leave):

1. Choose unpaid leave, thus receiving only his or her entitled temporary total disability (TTD) benefits, or
2. Elect to use a full day of accumulated leave (sick, annual or other similar benefit) in addition to their entitled TTD benefits, or
3. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.

The district will deal fairly with employees and give equal consideration to their interests regarding industrial insurance benefits.

Medical Insurance

Per state law, the district will offer eligible employees all benefits offered by the School Employees Benefits Board (SEBB), administered by the Washington State Health Care Authority (HCA). The district will pay the employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their dependents as mandated by state laws and the rules promulgated by the HCA. When a staff member is on leave and the staff member's accumulated paid leave has been exhausted, the district will notify the staff member that the medical insurance benefits are exhausted and the premium is due. The district will accept the premium from the staff member and remit it to the carrier each month during the term of an approved leave of absence. In compliance with COBRA (Consolidated Omnibus Budget Reconciliation Act), the district will offer continuing health care coverage on a self-pay basis to staff members and their dependents following termination (for reasons other than gross misconduct), a reduction in hours, retirement, death, or loss of coverage eligibility to the dependent. These health benefits will be identical to the coverages offered to full-time staff members. For terminated or reduced-hour staff members, the coverage may last up to 18 months or until they become eligible for other health insurance, whichever is earlier. In the event of the staff member’s retirement, divorce, separation or death, or loss of dependent eligibility the coverage may last up to 36 months for the staff member and/or qualified beneficiary. The full policy premium plus a 2% administration fee will be paid by the staff member or the beneficiary to the district.

Griffin Updated: _____
WSSDA Last Revised: **July 9, 2026**
Griffin Adopted: **November 17, 1999**
Classification: **Important**
Prior Revised Dates: **04.98; 06.10; 12/01/2011**

Legal References:

- RCW4.24.470Liability of officials and members of governing body of public agency - Definitions
- RCW4.96.010Tortious conduct of local government entities - Liability for damages
- RCW28A.320.060Officers, employees or agents of school districts or educational service districts, insurance to protect and hold personally harmless
- RCW28A.320.100Actions against officers, employees or agents of school districts and educational service districts - Defense, costs, fees - Payment of obligation
- RCW28A.335.010School buildings, maintenance, furnishing and insuring
- RCW28A.400.350Liability, life, health, health care, accident, disability and salary insurance authorized - when required - Premiums
- RCW28A.400.370Mandatory insurance protection for employees
- RCW41.50.160Restoration of withdrawn contributions

- RCW50.20.050Disqualification for leaving work voluntarily without good cause
- RCW50.44.030(3)Political subdivisions, instrumentalities of this state and other state
- RCW50.44.050Benefits payable, terms and conditions - Academic year - defined
- RCW51.32.090Temporary total disability - Partial restoration of earning power - Return to available work - When employer continues wages - Limitations
- 29 U.S.C. 1161-1168Consolidated Omnibus Budget Reconciliation Act
- Chapter 296-15 WACWorker's compensation self-insurance rules and regulations
- Chapter 51.14 RCW Self-Insurers
- Chapter 182-30 WAC Procedures
- Chapter 182-31 WAC Eligible school employees

Management Resources:

- 2023 - July Issue
- 2010 - June Issue

Cross References:

- 6540 - School District's Responsibility for Privately-Owned Property
- 6535 - Student Insurance
- 6500 - Risk Management
- 5401 - Sick Leave
- 2151 - Interscholastic Activities

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Coversheet

5402 Maternity Leave

Section:	IX. POLICY - REMOVAL
Item:	A. 5402 Maternity Leave
Purpose:	Vote
Submitted by:	
Related Material:	5402 Maternity Leave (GRIFFIN 2000).pdf

MATERNITY LEAVE

A staff member may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy or childbirth. This period of disability shall extend from the date of birth for a period of not more than 60 days, unless an actual period of disability which begins prior to the date of birth or continues beyond 60 days is otherwise verified in writing by the employee's physician.

If the employee's accumulated sick leave is exhausted during the period of maternity disability, the district shall grant a leave of absence without pay or fringe benefits, upon the staff member's request, for the remainder of the period of actual disability due to pregnancy or childbirth.

During any unpaid portion of such leave of absence, the staff member may pay the premiums for any district insurance plans to keep coverage in effect for the employee and her family.

Notice Required. A pregnant staff member is requested to notify her immediate supervisor and the superintendent by the beginning of the fifth month of pregnancy.

At the time of such notice the staff member shall submit a written request to her immediate supervisor and the superintendent for one or more of the following:

A. Maternity leave for the period of her actual disability due to pregnancy or childbirth;

B. Family leave for a period of up to 12 weeks, in addition to any period of maternity disability leave, the district will extend the employee's health benefit during this period of unpaid leave;

C. Leave of absence for a period of up to the beginning of the next school term or school year. Such extended leave of absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with the recommendation of her personal physician or licensed practitioner; or

D. Termination of employment by resignation.

The notice to the district shall include the approximate beginning and ending dates for the leave.

Employment Conditions. A pregnant staff member may continue working as long as she is capable of performing her normal duties, with the written approval of her physician or licensed practitioner.

The staff member may return to work when physically able to perform her duties. If the employee intends to return to work within 60 days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

No later than 30 days after the date of birth, the staff member is requested to notify the superintendent of the specific date when she shall return to work. Unless the superintendent approves an earlier date of return, the employee shall give at least 14 days advance notice of the actual date of return.

The staff member shall return to her duties following an extended leave of absence on the date approved by the superintendent. If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid leave of absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the recommendation of the employee's personal physician or licensed practitioner.

Assignment upon Return. An employee who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth or up to twelve weeks of family leave shall return to the same assignment, or a similar position for which she is qualified with at least the same pay and benefits, as she held prior to the maternity leave or family leave.

Upon return from an extended maternity leave, a staff member shall be entitled to a position in the district subject to the availability of a position for which she is qualified. An effort shall be made to place the staff member in her original position or in a comparable position.

Right to Apply for Other Leave. Nothing in this policy shall preclude a staff member's right to apply for any other applicable leave as provided by board policy.

Legal References:		
	RCW 28A.400.300	Hiring and discharging employees--Leave for employees
	WAC 162-30-020	Maternity
	RCW 49.78	Family Leave
	WAC 296-134	Family Leave
	P.L. 103-3	Family and Medical Leave Act of 1993

Adoption Date: July 19, 2000

Coversheet

5405 Emergency Leave

Section:	IX. POLICY - REMOVAL
Item:	B. 5405 Emergency Leave
Purpose:	Vote
Submitted by:	
Related Material:	5405 Emergency Leave (GRIFFIN 2000).pdf

Policy No. 5405
Personnel

EMERGENCY LEAVE

Emergency leave may be granted in the case of emergencies as defined in the following:

An emergency arises out of unforeseen and unexpected circumstances which create an air of crisis or extreme need. The circumstances must present a grave and clear danger that imminently threatens physical or mental health or would result in irremediable harm or in immediate disaster to life or property unless some action were taken.

Any leave used under terms of this policy shall be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave shall be granted without pay.

A written application for emergency leave must be returned to the district office on the day of return to school.

Legal References:	RCW 28A.400.300	Hiring and discharging employees--Leaves for employees--Seniority and leave benefits, retention upon transfers between schools

Adoption Date: July 19, 2000

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Coversheet

Business Manager's Report

Section: X. DISTRICT REPORTS
Item: B. Business Manager's Report
Purpose: FYI
Submitted by:
Related Material: July 2026 Monthly Report.pptx.pdf

Griffin School District #324

Monthly Financial Report

Budget Status July 2026

August 2026 School Board Meeting
Prepared by Kyler Mower

$871,269
General Fund Ending Fund Balance
July budget status

89.77%
Revenue Received
General Fund

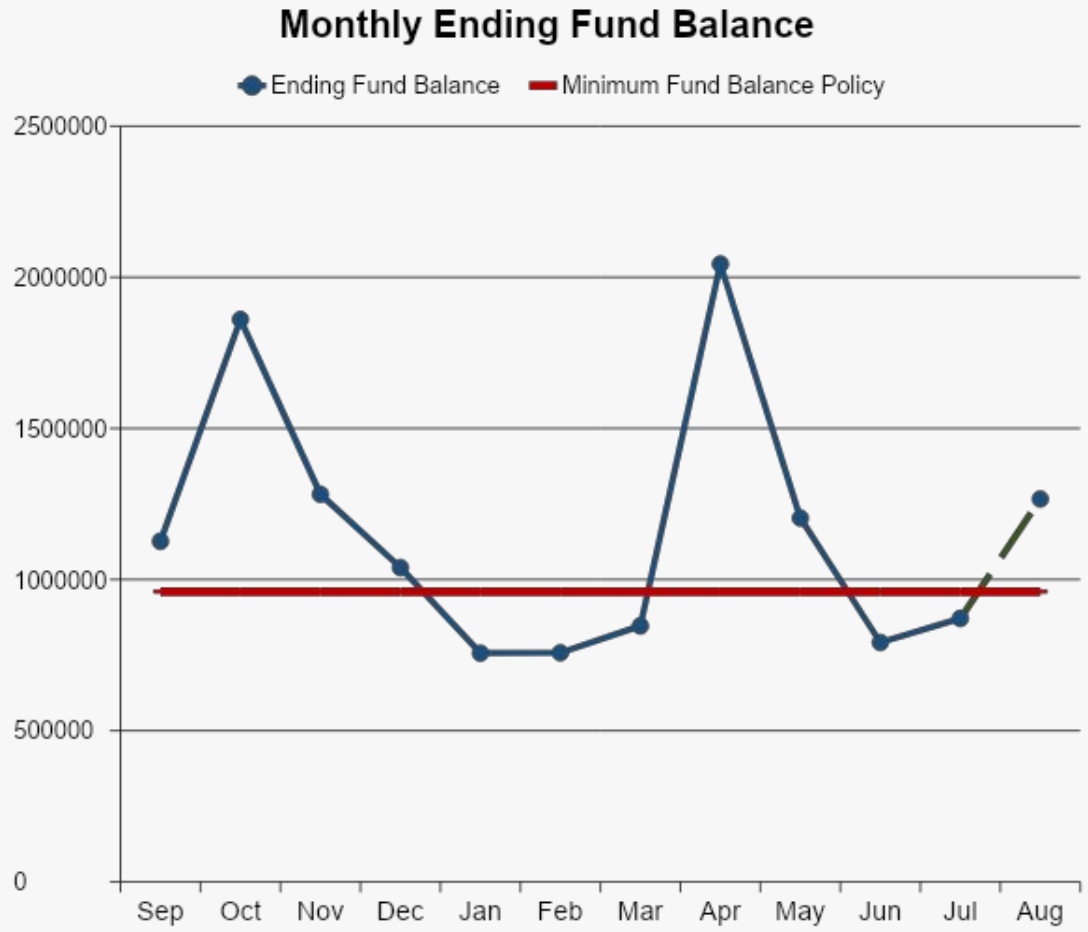
92.60%
Expended + Encumbered
General Fund

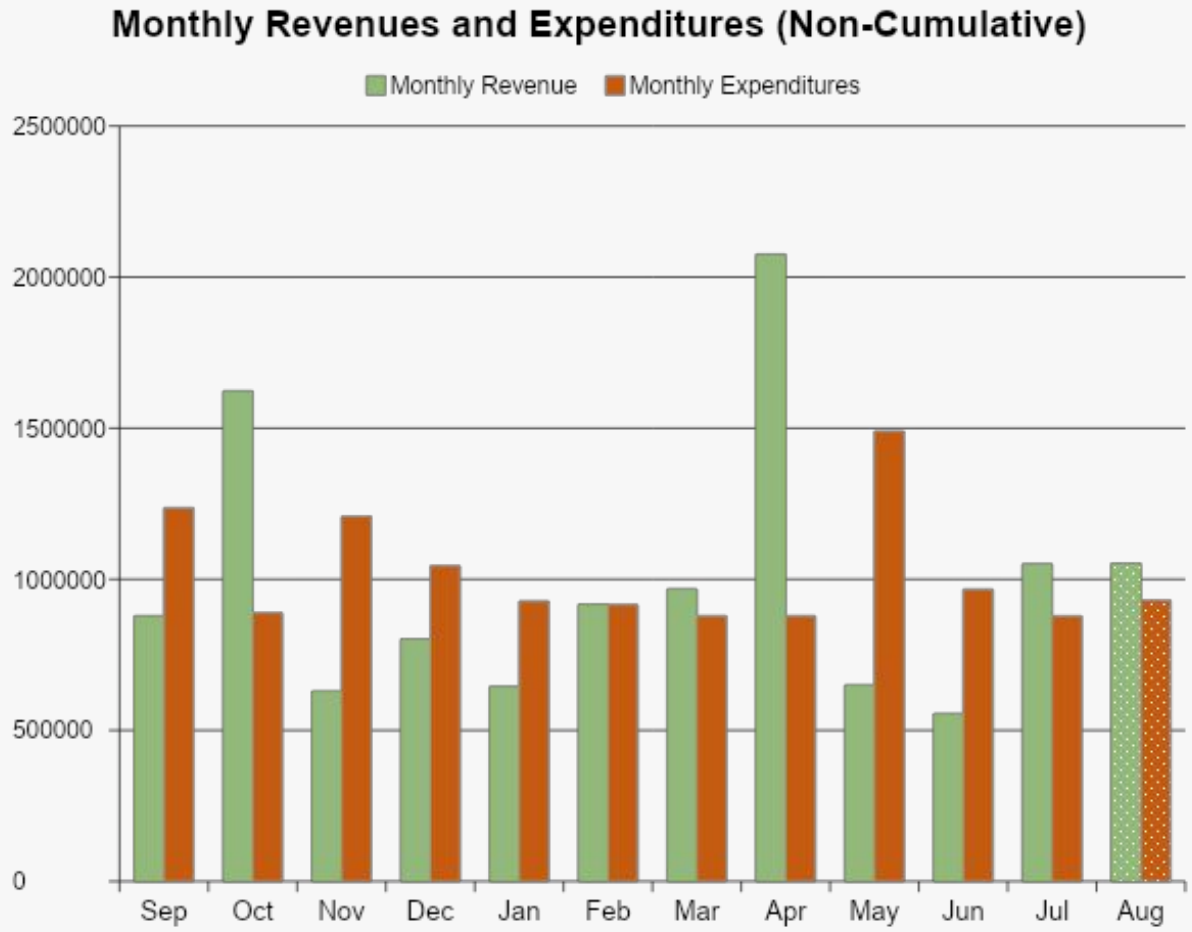
$1,086,185
Budgeted Ending Balance
Revised budget

Monthly flow: enrollment context, revenues, expenditures, and notables.

GENERAL FUND MONTHLY TRENDS

Ending fund balance vs. minimum policy, and monthly revenues vs. expenditures.





$1,484,213
Beginning Fund Balance

$960,005
Minimum Fund Balance Policy

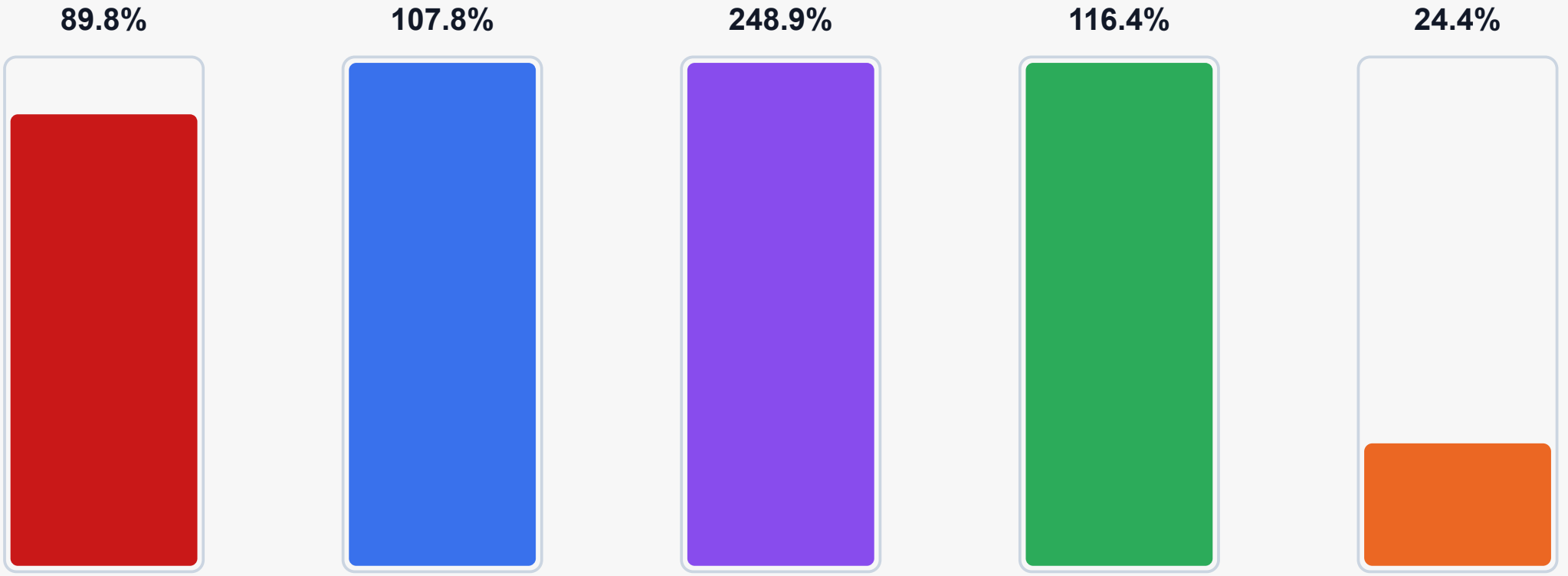
$871,269
Ending Fund Balance

$10,696,049
Revenue Received

$11,308,992
YTD Expenditures

REVENUES

Fillable bars show year-to-date revenue received as a percent of revised budget.



GF

Received $10,696,049

Budget $11,914,361

CPF

Received $1,479,074

Budget $1,371,867

DSF

Received $21,157

Budget $8,500

ASB

Received $20,191

Budget $17,350

TVF

Received $38,556

Budget $158,331

General Fund revenue is 89.77% of budget as of July. Local taxes and local nontax collections are above budget, while state apportionment continues through August.

Capital Projects, Debt Service, and ASB revenues are above budget; Transportation Vehicle revenue remains low because state depreciation timing is still pending.

EXPENDITURES BY PROGRAM — GENERAL FUND

General Fund through July 2026 — expenditures plus encumbrances compared to revised budget.

$12,497,370	$11,308,992	$263,570	92.6%
Revised Budget	YTD Expenditures	Encumbrances	Budget Used

Program	Budget / Used	Fillable Progress		Remaining
00 Regular Instruction	$7,033,889 / $6,772,362		96.3%	$261,527
20 Special Ed Instruction	$1,572,437 / $1,406,222		89.4%	$166,215
50+60 Compensatory Ed	$276,498 / $234,803		84.9%	$41,695
70 Other Instructional Pgms	$330,632 / $28,348		8.6%	$302,284
80 Community Services	$1,250 / $643		51.5%	$607
90 Support Services	$3,282,664 / $2,964,458		90.3%	$318,206

Total General Fund expenditures plus encumbrances are at 92.60% of revised budget.

Regular Instruction at 96.3% Support Services is at 90.31%.

NOTABLES

Items to monitor through fiscal year-end and into the next budget cycle.

General Fund

- Revenue: 89.77% of budget
- Expenditures + encumbrances: 92.60%
- Monthly ending fund balance: $871,269. Minimum fund balance policy classification: $960,005

Capital Projects

- Revenue: 107.81% of budget
- Expenditures + encumbrances: 41.72% - Major project expenses happening over next couple of months.
- Ending fund balance: $4,619,757

ASB / Debt Service

- ASB revenue: 116.38%; expenditures + encumbrances: 68.95%
- Debt Service revenue: 248.91%; expenditures: 0.00%
- No notable debt service items at this time

Transportation Vehicle

- Revenue: 24.35% of budget – remaining revenue due at the end of August.
- Expenditures: 0.00%
- Bus purchase moved to Quarter 1, 2027

Other items: continue monitoring cash flow, expenditures, and capital projects as the district closes out the fiscal year.