Negotiated Agreement

between

Kahlotus Education Association

and

Kahlotus School District

2019-2022
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AGREEMENT

between the

KAHLOTUS SCHOOL DISTRICT

and the

KAHLOTUS EDUCATION ASSOCIATION

PREAMBLE

THIS AGREEMENT is made and entered into by and between the Kahlotus School District #56 Board of Directors, hereafter called the “Board” or “District”, and the Kahlotus Education Association, hereafter called the “Association”.

WHEREAS, the Board and the Association recognize their mutual obligation to bargain in good faith to effectuate the provisions of applicable state law. So that effective employer – employee relations and the cause of public education may be served in the District, the Board and Association do hereby agree as follows:

ARTICLE I — ADMINISTRATION

SECTION 1: EXCLUSIVE RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated, non-administrative employees under contract or on approved leave, or substitutes who have worked twenty (20) or more consecutive days, or thirty (30) or more total days in a twelve (12) month period, except the Superintendent, or any others excluded by statute.

When used hereinafter, the term “certificated employee” shall refer to each employee represented by the Association. The term “teacher” shall refer to classroom teachers only. Words denoting number shall include both the singular and plural; unless the context in which they are used requires otherwise, words used in this Agreement denoting gender shall include both the masculine and the feminine.

Work regularly performed by members of the bargaining unit shall not be subcontracted without first having bargained the matter with the Association.
SECTION 2: STATUS OF THE AGREEMENT

This Agreement shall supersede any rules, regulations, policies resolutions or practices of the District which shall be contrary to, or inconsistent with, its terms. Existing rules, regulations or practices of the District not in conflict with this Agreement may remain in full force. Upon the mutual consent and ratification of the parties, this agreement may be modified.

Nothing contained in this Agreement shall be interpreted and/or applied to reduce individual salaries, preparation time and relief periods in effect prior to the effective date of this Agreement except those which are modified by the terms of this Agreement.

SECTION 3: AGREEMENT COMPLIANCE

All individual employee contracts shall be subject to, and consistent with, the terms and conditions of this Agreement.

If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

SECTION 4: DISTRIBUTION

Following ratification and signing of this Agreement the District shall post the final copy on the district website and also make it available on the district staffed-shared network.

SECTION 5: AGREEMENT ADMINISTRATION

For the purposes of agreement administration, the superintendent and Association representative may meet once a month to review and discuss identified concerns.

SECTION 6: 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 teacher or groups of teachers covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

SECTION 7: MANAGEMENT RIGHTS

The right to manage the school district and to direct its employees and operations is vested in, and retained by the Board, except as this right is limited by the Agreement.
ARTICLE II—BUSINESS

SECTION 1: MEMBERSHIP DUES DEDUCTIONS

Within ten (10) days of their commencement of employment, teachers may sign and deliver an Automatic Payroll Authorization Membership Form to the Association which shall authorize deduction of membership dues and fees to the Association. Said authorization shall be promptly given to the District payroll office. The authorization shall continue in effect from year to year unless a request for revocation is to take effect.

On or before September 5 of each school year, the Association shall give written notice to the district business manager of the dollar amount of dues of the Association deducted in the coming school year under payroll deduction.

The deduction authorized shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Teachers who commence employment after September or terminate before August shall have their deductions pro-rated at one-twelfth (1/12ths) of the total amount for each month the teacher is employed. The Board shall promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. A duplicate list shall be promptly provided to the Association as receipt for said transaction.

The Association agrees to indemnify and hold the Board harmless from any and all claims, suits or other forms or liability arising out of the Board’s compliance with this provision.

SECTION 2: OTHER DEDUCTIONS

The District shall, upon receipt of authorization from an employee, deduct from the employee’s salary and make appropriate remittance for insurance plans, tax sheltered annuities or any other plans or programs jointly approved by the Association and the board including Washington State Teacher’s Credit Union and WEA sponsored tax-sheltered annuity programs.

SECTION 3: ASSOCIATION RIGHTS

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business.

The Association, as per District policy, shall have the right to use District facilities and equipment at reasonable times when such equipment is not otherwise in use for local Association business only. The Association shall have the right to use intra-district mail service, E-mail, and staff mail boxes for communication purposes with their members.

The Association shall have the right to post notices of activities and matters of Association concerns on a bulletin board to be provided in the faculty lounge.

Upon request, the District shall provide to the Association information as required under statute which will assist the Association in carrying out its responsibility as bargaining representative. Upon request, the administration shall furnish the Association President information concerning the financial resources of the district, including but not limited to annual financial reports and audits, tentative budgeting requirements and allocations, student enrollment, and membership
data to the extent that this information is deemed public information. In addition, the District upon request by the Association President shall furnish to the Association President the board agenda and minutes of all board meetings held in open session.

The Association and its representatives shall have access to District buildings and to all employees. Such access shall not interrupt the instructional setting. Association representatives who are not employees of the District shall check with the main office before any visitation.

Association representatives will have access to newly hired employees for a minimum of 30 minutes during the contracted workday for purposes related to association business. Said meeting(s) shall occur within 90 days of hire. (ESB 6229)

Representatives duly authorized by the Association who participate during working hours in negotiations, grievance proceedings, conferences or meetings with representatives of the District, shall suffer no loss of pay. Such meetings may be conducted during the employee’s regular work day if the parties mutually agree.

The Association president or his designee shall be released to attend a Board meeting if it occurs during school time. Any substitute will be provided by the District.

If the attendance of a teacher at such a meeting is required, the District shall arrange for appropriate class coverage. Said employee(s) shall suffer no loss of pay.

ARTICLE III—PERSONNEL

SECTION 1: STAFF REDUCTION

Upon the determination by the Board that a reduction in force due to economic reasons is required, the District shall follow the procedures set forth below:

Instructional Program Determination

A. The term “layoff” as used herein refers to action by the Board reducing the number of employees within the bargaining unit employed by the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.

B. In the event that the Board anticipates a layoff of employees, the Board will notify the Association at least thirty calendar days prior to May 15 and shall provide the Association with a detailed report on the financial affairs of the District.

C. The Board shall determine each program to be retained for the ensuing school year. Layoff shall be determined by program need, and by seniority. Seniority is defined as total length of service in Washington State. Less than a full year working experience shall be computed as the actual number of days employed by the district as a full time employee or as a long-term
substitute. A temporary employee hired to replace an employee on leave shall be afforded seniority only from the date hired to replace such employee.

D. The Business Office will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority based on the employee’s hire date. It shall be the responsibility of each employee to verify her/his seniority ranking and promptly report any dispute thereof in writing to the Association and the District.

E. In no event shall personnel outside the bargaining unit as recognized in Article I Section I, be included on the seniority list nor will the Board add such personnel to the seniority list in the event of layoff. No employee outside of the bargaining unit shall be assigned to a position within the bargaining unit.

F. In the event of a tie between certified employees, the matter shall be determined by lot.

G. Layoff Procedure: In the event it becomes necessary to lay off employees, the following procedure will be implemented:

A. The staff requirements and projected student enrollment will be listed for all schools in the District.

B. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position. Where working assignments require special certification, meeting the Highly Qualified requirements of the ESEA or endorsement by state and federal regulations, such assignment shall be filled with employees currently holding such special certificates or endorsements.

Placement Criteria

An employee shall list instructional categories for which he/she is qualified. Staff reduction shall be made in accordance with those areas. In order to qualify for a category not currently assigned, the employee shall:

A. Hold certification required by the State Office of the Superintendent of Public Instruction or federal program requirements.

B. 1. Have a major or minor and/or endorsement in the curriculum area;
    2. Have taught in the grade level category or curriculum area in the last three (3) years, or
    3. Have been administratively assigned to a special program.

C. In the event of a tie between certificated employees, the matter shall be determined by lot.

Employment Pool

A. Certificated employees not assigned to a teaching position for the ensuing school year will be notified in writing of the non-renewal by the Board no later than May 15.

B. A certificated employee receiving written notification of layoff shall automatically be placed on recall status. Acceptance of a contract of employment as a certificated employee in any other district shall constitute an automatic termination of their employment relationship as
provided herein and said employee shall notify the District by registered letter or by personally contacting the superintendent. Employment of substitutes shall come from those employees who have been non-renewed and are available and qualified for the position.

Recall

Recall shall be by inverse order according to the department and/or elementary level for which the employee is qualified. The District shall give written notice of the recall by sending a registered letter to the employee at his last known address. Any certificated employee so notified shall respond within ten (10) working days from receipt of said notice whether the employee accepts or rejects the position.

If an employee rejects an offer for which he/she is qualified, he/she shall forfeit all claims for a position with the school district.

Staff on layoff shall remain in the recall pool one (1) calendar year after date of notification of layoff.

SECTION 2: EMPLOYMENT OF CERTIFICATED EMPLOYEES

The Board shall in all instances employ certificated employees who are properly credentialed.

All certificated employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in this Agreement.

SECTION 3: EMPLOYEE RIGHTS

The provisions of this Agreement shall be applied without regard to domicile, race, creed religion, color, national origin, age, sex, marital status, physical handicaps, provided the employee can competently perform his duties, membership or non-membership in the Association, except as required in accordance with this Agreement or as otherwise provided by law.

Employees shall have the right to self-organization to form, to join or assist the Association to bargain collectively through representatives of their own choosing and the right to refrain from such activities.

The employees shall be entitled to full legal rights or citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
SECTION 4: CONTROVERSIAL TOPICS

A certificated employee must be free to think and to express ideas, free from undue pressure of authority and free to act within his professional group. Such freedom must not be restricted except as it conflicts with the basic responsibility to utilize the current District-authorized courses of study and to follow established District policies relating to review and presentation of controversial issues.

The principle of academic freedom for certificated employees shall not supersede the basic responsibilities of the employee to the educational profession. These responsibilities include:

A. a commitment to support the Constitution of the United States;
B. a concern for the welfare, growth and development of children;
C. an insistence upon objective scholarship.

Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as part of effective teaching. Any challenge of members of the certificated staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit shall be resolved through utilizing established administrative channels.

SECTION 5: DUE PROCESS

No employee shall be disciplined or adversely affected without just cause (see Appendix H). The specific grounds forming the basis of disciplinary action will be made available to the employee and the Association in writing, prior to any meeting called for the purpose of obtaining information about the complaint. The written notification shall also include notification to the right to union representation.

The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Formal discipline shall mean an action by the District resulting in a documented and verbal warning to be placed in the Administrator’s working file, (it is understood that administrator’s working files shall be purged on the last contracted workday of each year), written reprimand, administrative leave with pay, suspension, or dismissal in that order, noting dissatisfaction with an employee’s performance.

Formal discipline for all employees shall be administered as follows:

A. Employee will be informed of the reasons forming the basis of the disciplinary action.
B. Employee will be investigated in a fair and objective manner.
C. The District must show reasonable proof that the employee may have violated State Law including but not limited to the Professional Code of Conduct, District policy, rules, or regulations before discipline is administered.
D. The District shall apply its rules, order and penalties even-handedly and without discrimination and shall reasonably administer discipline based upon the seriousness of the offense and the previous record of the employee.
E. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until
such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement.

F. Any complaint made against an employee or person for whom the employee is administratively responsible by any parent, student or other person, will be called to the attention of the employee in writing within five (5) working days.

SECTION 6: GRIEVANCE PROCEDURE

Definitions
A. A “grievant” shall mean a certificated employee, group of certificated employees or the Association filing a grievance.

B. A “grievance” shall mean a written statement (see Appendix A) by a grievant that a controversy, dispute or disagreement exists involving interpretation or application of the terms of this Agreement. Errors in evaluation and probation procedure may be grieved.

C. “Days” shall mean employee employment days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level. If the grievant fails to appeal the grievance to the next step within the prescribed time limit, the grievance will be deemed waived.

Procedures
Every effort shall be made to resolve grievances or potential grievances through free and informal communications between the grievant and the immediate administrative supervisor. However, if such informal processes fail to provide an acceptable adjustment of the grievance, then the grievance shall be processed as described below.

Grievances filed in the name of the Association shall be initiated at Step 1 of this grievance procedure as set forth below. All certificated employees shall have the right to Association representation at each step of the grievance procedure. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Step One. Within thirty (30) days following knowledge of the act or condition which is the basis of the grievance, the grievant shall file a written grievance with the immediate supervisor or superintendent. The immediate supervisor shall meet within five (5) days following receipt of the grievance and attempt a mutual satisfactory resolution of the grievance. If a satisfactory resolution is reached at the meeting, it shall be reduced to writing and signed by the involved parties. If no satisfactory agreement is reached, the supervisor or superintendent shall respond in writing to the grievant within five (5) days of the meeting. The response shall include the reasons upon which the decision was based. Upon receipt of the written response the grievant may within five (5) days appeal to Step 2.

Step 2. Within fifteen (15) days following receipt of the grievance by the Board, the grievant shall meet with the Board. If a satisfactory resolution is reached at the grievance meeting, it shall be reduced to writing and signed by the involved parties. If no satisfactory agreement is reached, the Board shall respond in writing to the grievant within five (5) days. The response shall include the reasons upon which the decision was based. The grievant may, within ten (10) days of the meeting, request in writing, that the Association submit his/her grievance to arbitration.
The Association may, after written notice to the Board, within ten (10) days after receipt of the request of the aggrieved person, submit the grievance to binding arbitration.

Step 3. If the grievance is not resolved at Step 2, the Association, at its sole discretion, may advance any grievance to final and binding arbitration within five (5) school days of receipt of the Step 2 response. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

Arbitration Costs

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide upon all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance shall be consolidated for hearing before an arbitrator.

Freedom From Reprisals

No reprisal shall be invoked against any employee for processing a grievance or participating in any way in a grievance procedure.

Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times herein before provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Every effort will be made to avoid disruption of the operation of the District.

Individual Complaints

In accordance with law, any teacher may at any time present his/her grievance to the District and have his grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at the adjustment and to make its views known and as long as the adjustment is not inconsistent with the terms of the Agreement.
Continuity of Grievances

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

SECTION 7: PERSONNEL FILES

Teachers shall upon request, have the right during working hours to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the employee at his/her expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. No derogatory material shall be placed in the personnel file without the employee having the right to attach his/her own written comments. The employee shall sign any such written statement.

Any derogatory material not presented to an employee within five (5) days of that employee availability after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

Derogatory materials may be removed from the employee’s personnel file at his/her request two years (or more) from the date of the circumstances or event that precipitated the placement of the material, provided there has been no reoccurrence or misconduct.

Anyone, at the employee’s request, may be present in the review. Each employee's file shall contain the following minimal items of information: all employees’ evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records.

SECTION 8: EVALUATION AND PROBATION PROCEDURE

1. All classroom teacher employees must be evaluated under the Comprehensive Evaluation process at least once every six (6) years. The overall rating from the Comprehensive Evaluation shall be used for the following five years of Focus Evaluation.

2. Authority: All employee evaluation shall be conducted in accordance with RCW 28A.405.100, RCW 28A.405.110, RCW 28A.405.120, RCW 28A.405.130, RCW 28A.405.140, RCW 28A.405.150, and WAC 392-191.

3. Definitions:

   a. The term observation report shall mean a written report of the observation, the form for which is attached and made part of this agreement in appendix J.

   b. The term evaluation shall mean a summary of employee professional performance capabilities in the categories listed below;

      i. Classroom teacher criterion (Danielson):

         *centering instruction on high expectations for student achievement;

         *demonstrating effective teaching practices;

         *recognizing individual student learning needs and developing strategies to address those needs;

         *providing clear and intentional focus on subject matter content and curriculum;

         *fostering and managing a safe, positive learning environment;
*using multiple student data elements to modify instruction and improve student learning;
*communicating and collaborating with parents and the school community;
*and exhibiting collective and collegial practices focused on improving instructional practices and student learning.

c. The term evaluator or observer shall mean the building principal of the employee being evaluated, or other designee as determined by the superintendent.

d. Evaluators shall be trained in the Danielson Framework prior to conducting evaluation.

e. No employee shall be evaluated by an evaluator with less than a Proficient Rating.

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

g. Criteria shall mean one of the eight (8) state defined categories to be scored.

h. Component shall mean the sub-section of each criterion.

i. Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

j. Evidence shall mean examples of observable practices of the teacher’s ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach, Pro-Cert, nor a National Board portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student, parent or other teacher input shall not be allowed.

k. Not Satisfactory shall mean: Level 1 Unsatisfactory; Level 2 Basic, if the classroom teacher is on a continuing contract with more than five years of teaching experience, and if the level 2 has been received two years in a row or two years within a consecutive three year period, the teacher is not considered performing at a satisfactory level.

l. Student Growth Data shall mean the change in student achievement between two points in time, as determined by the teacher. Assessments used to demonstrate growth must originate at the classroom level and be initiated by the classroom teacher.

4. Purpose: The purpose of evaluation of certificated classroom teacher shall be at a minimum:

a. To identify in consultation with the employee, particular areas in which their professional performance is proficient or distinguished and particular areas in which the employee could improve his or her performance.

b. To assist employees who have identified areas needing improvement in making those improvements.

c. To identify employees whose professional performance is not satisfactory and for whom assistance is needed.

d. An evaluation system must be meaningful, helpful, and objective; encourage improvement in teaching skills, techniques, and abilities by identifying areas needing improvement; provide a mechanism to make meaningful distinction among teachers and to acknowledge, recognize and encourage superior teaching performance; must encourage respect in the evaluation process by the persons conducting the evaluation and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.

e. Within the selected instructional framework, the teacher will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.
5. Criterion Performance Scoring: Evaluator and teacher shall discuss rationale for the final criterion score. If agreement is not reached the following shall be used to establish an overall score.
   a. When there is more than one (1) component, if a 4-Distinguished is scored, the overall criterion score cannot be lower than 2-Basic.
   b. Each rating shall be assigned in the following numeric values:
      - Unsatisfactory = 1
      - Basic = 2
      - Proficient = 3
      - Distinguished = 4

6. Summative Performance Rating: A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:
   - 8-14 shall be Unsatisfactory
   - 15-21 shall be Basic
   - 22-28 shall be Proficient
   - 28-32 shall be Distinguished

7. Student Growth Criterion Score:
   a. Embedded in the instructional framework are five (5) components designated as student growth components: SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below:
      - 5-12 Low
      - 13-17 Average
      - 18-20 High
   b. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. It will be developed from teacher initiated formal and informal assessment of student progress. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher’s student growth criteria score.
   c. If a teacher receives a 4-Distinguished summative score and a Low student growth score, they must automatically be moved to the 3-Proficient level for their summative score. If a teacher a Low student growth score on the summative evaluation, the teacher shall select one of the following:
      - Triangulate student growth measures with other evidence (including observation, artifacts, and student evidence) and additional levels of student growth based on classroom, school, district and state based tools.
      - Examine extenuation circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment.
      - Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices.
      - Create and implement a professional development plan to address student growth areas.

8. Initiating the Evaluation Process: Within the first fifteen (15) days of the school year teachers will be notified of their evaluator, their evaluation process and provided with the documents associated to their evaluation process. All classroom teachers will be required to minimally
complete one (1) goal based on the evaluation criteria. The KSD Instructional Goal(s)
Worksheet (Appendix F) will be turned in or emailed to the evaluator by October 1. All
classroom teachers must complete the KSD Student Growth Goal(s) Worksheet (Appendix
G) and it must be turned in or emailed to the evaluator by October 1.

9. Provisional Employees:
   a. Observations: Provisional employees shall be observed at least twice for each evaluation.
      Each observation shall be no less than thirty (30) minutes in length. Observations will be
      scheduled at reasonable intervals to enable the employee time to incorporate evaluator
      suggestions for improvement. In no case shall observations occur more frequently than
      within an interval of two weeks.
   b. Evaluations: Provisional employees shall be observed no less than two (2) times for the
      first two (2) years of employment and three (3) times per year for the duration of their
      provisional status. The first shall be during the first ninety (90) calendar days of the
      contract year. The second and third observation shall be completed no later than May 1.
      A completed evaluation shall mean that a final meeting has been held and the principal
      and employee have signed off on a final copy of the evaluation.
      i. A second year Provisional teacher who receives a summative rating of 3–Proficient
         or 4-Distinguished will be granted continuing contract status for the subsequent school
         year.
      ii. Before non-renewing a first (or applicable second or third ) year 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:
             • An evaluation conducted in accordance with each provision of Section B below,
             • Written notice to the Association and teacher prior to March 1, or thirty (30)
                calendar days after the teacher began work, whichever is later;
   a. A specific and reasonable program designed to assist the teacher in making satisfactory
      progress in improving his/her performance, including a plan with benchmarks defining
      desired performance and indicating it has been achieved.
   b. A description of the assistance and services the District will provide to the teacher to
      improve his/her performance;
   c. Periodic reports to inform the teacher of the evaluator’s judgment on the teacher’s
      progress toward remediating deficiencies.

10. Non-renewal: the non-renewal of provisional employees shall be handled as outlined in
    RCW 28A.405.220.

11. Comprehensive Process of Evaluation:
   a. Qualifications: Comprehensive process employees shall mean those employees who are
      not provisional employees, who are not on probation, and who do not qualify for focused
      form of evaluation.
   b. Evaluation: Employees involved in the comprehensive process of evaluation shall be
      evaluated at least one time each year. Evaluations shall be completed no later than May
      15th. A completed evaluation shall mean that a final meeting has been held and the
      principal and employee have signed off on a final copy of the evaluation.
   c. Observations: Employees involved in the comprehensive process of evaluation shall be
      observed for the purpose of evaluation no less than two (2) times for the purpose of
      evaluation. One of the observations shall follow the formal process (which means a pre-
      conference and a scheduled time). The second observation may either be formal or
informal (which means drop in). Each observation shall be no less than thirty (30) minutes in length.

d. The evaluator will document all formal observations using the observation form Appendix J, and provide copies to the employee within three (3) days and hold a post observation conference within five (5) days.

12. Focused Process of Evaluation:
   a. In the years when a comprehensive evaluation is not required, classroom teachers who received a comprehensive final evaluation performance rating of level 3 or above in the previous school year are required to complete a focused evaluation.
   b. One (1) of the eight (8) evaluation criteria must be assessed in a focused evaluation.
   c. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the applicable OSPI approved student growth rubric(s). Classroom teacher on focused will be required to complete one (1) student growth goal based on the one(1) criterion they have selected to be evaluated on. If criterion 3,6, or 8 is selected, the classroom teacher shall use the student growth rubrics associated with the selected criterion. If criterion 1,2,4,5 or 7 is selected, the teacher shall use criterion 3 or 6 student growth rubrics.
   d. A group of classroom teachers may focus on the same evaluation criterion and share professional growth activities.
   e. A summative score is assigned to the focused evaluation using the summative score from the most recent comprehensive evaluation. This score becomes the focus evaluation score for any of the subsequent years following the comprehensive evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a classroom teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
   f. A classroom teacher may be transferred from a focused to a comprehensive evaluation at the request of the classroom teacher or at the direction of the classroom teacher’s evaluator upon completion of at least one (1) formal observation after September 15th. A request or decision to transfer a classroom teacher from a focused to a comprehensive evaluation must be communicated, in writing, between the evaluator and the classroom teacher on or before November 15th. The classroom teacher moved from focused to comprehensive shall have a conference with the evaluator to discuss the reasons for the change and the steps the classroom teacher can take to address the deficiencies on which the determination is based.

13. General Requirements:
   a. Eavesdropping Bar: Observations must be conducted with the knowledge of the employee. Electronic observations, to include digital devices, including speaker systems, are prohibited.
   b. Black Out Dates: To insure quality observations without external distractions, observations will not be conducted on days when students are not engaged in a full academic schedule.
   c. Site: Observations shall be conducted at the employee’s normal work setting.
   d. Signature: The written observation report shall be signed by the employee and evaluator. The employee’s signature may not indicate agreement with its content.
   e. Copy and Response: A copy of the evaluation shall be given to the employee. The employee may submit written comments concerning the report which shall be attached to the report in the file. Written comments must be filed within ten (10) days after the employee receives the evaluation.
f. Prior Notification: Any item on the Evaluation Form that is marked with an
"Unsatisfactory or Basic" must have been preceded by a written statement to or formal
conference with the employee in order to provide notice of the problem, specific
suggestions for improvement and reasonable time and opportunity for improvement.

14. Pre-Observation: The first of two observations shall be pre-scheduled, and the Pre-
planned Observation Form (Appendix B), shall be filled out by the employee and given to
his/her observer two (2) days prior to the scheduled observation. The purpose of the form
shall be to inform the observer of the objectives, methods, materials, and any special
considerations that the employee believes may be a factor in the class, physical setting or
lesson to be observed.

15. Probation:

a. Notice: In the event that an employee's work is judged unsatisfactory based upon the
evaluation criteria and procedure, consistent with the Comprehensive Evaluation
Procedure, the employee shall be notified in writing of the specific areas of deficiency
along with a suggested, specific, and reasonable program of improvement at any time
after October 15th of the academic year. The written notice shall advise the employee of
the establishment of a probationary period lasting for a minimum of sixty (60) school
days, ending not later than May 15th. The notice shall be signed by the Superintendent.

b. Purpose: The purpose of the probationary period is to give the employee an opportunity
to demonstrate improvements in his or her areas of deficiency.

c. Regular Meetings: During the probationary period, the evaluator shall meet with the
employee twice monthly to supervise and make written evaluations of the progress made
by the employee.

d. An employee will be judged unsatisfactory if his/her comprehensive evaluation score
results in an unsatisfactory rating or if the continuing contract employee is rated basic for
2 consecutive year or for 2 out of three consecutive years.

e. The probationary period may be extended through the following school year for
probationers with five or more years of teaching experience and a final summative rating
as of May 15th of less than level 2.

f. The evaluator will meet with the employee and their Association representative and
develop a specific and reasonable plan for improvement. Such plan will identify areas of
deficiency identified from the instructional framework.

g. Additional Assistance: The employee may request an additional evaluator assigned by the
ESD.

h. Outside Expert: The Association reserves the right to assign an independent evaluator to
assist and assess a probationer’s progress.

i. Removal: The employee may be removed from probation at any time he or she has
demonstrated improvement to the satisfaction of the evaluator. If continuing contract
employee with less than 5 years of experience scores as Basic or above or if a continuing
contract employee with greater than 5 years of experience scores as Proficient the
employee shall be removed from probation. If the evaluator is satisfied that the employee
should be removed from probation, the employee shall be notified in writing no later than
May 1st.

j. Failure To Improve: When a continuing contract teacher with more than five (5) years of
experience receives a comprehensive summative evaluation rating below 2-Basic for two
(2) consecutive years, the District shall, within ten (10) day of the completion of the Final
Evaluation Conference or May 15th implement the teacher notification of non-renewal
(discharge) as provided in RCW 28A.405.300.
k. The teacher who is at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute.

l. Adverse Effect: Probation shall not be deemed to adversely affect the contract status within the meaning of RCW 28A.405.300.

m. Employees assigned to work outside of their endorsed areas will not be subject to non-renewal or probation during the period of work outside their endorsements.

n. Procedural errors do not invalidate the probation unless the error materially affects the plan of improvement or ability to evaluate the probationer’s performance.

16. Record-Keeping
   a. The District shall adhere to the following;
      i. A copy of the final framework rubric, teacher’s written comments, if applicable, and forms shall be included in the teacher’s personnel file.

SECTION 9: ASSIGNMENT, TRANSFER AND VACANCIES

In the assigning of certificated employees, the District shall make a reasonable effort to assign employees within their major or minor fields of study, specialty areas and/or areas of previous experience, unless certificated teachers for the area of instruction are not available. Under RCW 28A.150.230, the Board maintains the right to assign and transfer personnel of the district to meet the educational programs and needs of the district. Employees shall be notified in writing by May 15 of any major changes in their program and schedules for the ensuing school year.

In the determination of assignments and transfers, the work of the employee shall be considered to the extent these considerations do not conflict with the educational program. As to employees who desire a transfer or reassignment, the following procedure shall be used:

A. The employee shall complete a request form within five (5) days after a vacancy has been posted. See Appendix C.

B. Employment for any new employee for a specific position shall not be made until all those employees who have made a request for transfer or reassignment have been given consideration by the Superintendent. Consideration shall include a thorough review of the employee’s academic training, teaching experience and certification.

C. Prior to the beginning of the school year, the Superintendent shall notify in writing or by personal conference, each employee whose request for transfer or reassignment to a vacancy was not granted and the reasons(s) for not granting the request.

To ensure that employees are given priority consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

1. All initial vacancies and new positions shall be publicized to the staff and Association through a written notice which shall be distributed to the Association President. If a vacancy is filled by an intra-district reassignment any vacancy occurring as a consequence may be filled from the file of requests specified in this Section.

2. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedure for applying.
3. All vacancies or new positions shall be filled on the basis of the employee's qualifications as related to the written job announcement.

4. The District shall give priority consideration to present employees before out-of-district hiring occurs.

5. An involuntary transfer occurs when the major portion of a current employee’s assignment is changed without the employee requesting or applying for the change. In making this assignment, the District will consider the qualifications and experience of the current staff, and how to best serve the educational program needs. In the event of an involuntary transfer, the employee may request the equivalent of one (1) day’s pay for preparations and any moving of materials or work location that is necessary.

SECTION 10: CONTRACTS, WORKDAY AND PAYMENT

Individual Employee's Contract

The District shall provide each employee a contract in conformity with Washington State Law, the negotiated salary schedule which is part of this agreement, and other terms and conditions of this Agreement.

Release from Contract

Any employee under contract shall be released from the obligation of the contract upon request under the following conditions:

A. A letter of resignation must be submitted to the Superintendent's office.

B. A release from contract for the following school year shall be granted provided a letter of resignation is submitted prior to June 1.

C. A release from contract for the following school year shall be granted after June 1 provided a satisfactory replacement can be obtained.

D. A release from contract shall be granted in case of illness, or other personal matter which shall make it impossible for the employee to continue in the District.

Length of Contract

The length of the regular employee contract shall be one hundred eighty days. All changes, either addition or reduction of days, shall be paid according to the negotiated salary schedule contained within this agreement. The District shall provide additional extra days as follows:

1. Prior to the first student day, the District shall provide an in-service day to all employees based on individual per diem. Time may be allowed for individual employee preparation on this day.

2. Professional Day: For 2019-2020, One normal/regular day at individual per diem shall be available to each employee upon the approval of the superintendent. This day may be taken in one hour increments; however, the district reserves the right to pay in a normal/regular day
increment. This day may be used for individual and/or group work related to improved student learning. This day may also be used for attending in-service, workshops, college classes, and clock hour offerings. This day shall occur before or after the contract year, on weekends during the contract year, or outside of the regular student day.

3. State In-service Days—One In-Service day funded by the state beginning in 2018-2019 shall be scheduled as the October In-Service. Additional professional days will be added to the schedule as the state funds them. Opportunities will be made available for shared teachers, whom are not able to attend the added funded days due to contractual obligations, to attend professional development on a non-school day.

4. Any extension of an employee’s contracted days requested by the District shall be computed on individual per diem of the employee's annually contracted rate of pay. Extra days requested by the district shall not be required until bargained.

5. Extra days worked shall be paid on the next regular payroll after the appropriate paperwork has been completed and turned in. The deadline for the next payroll is the last working day of the month.

Length of Contract Day

Employees shall begin their workday thirty (30) minutes before the student’s school day begins and shall continue until thirty (30) minutes after the student’s school day ends. The total length of the workday shall not exceed seven hours and forty minutes which shall include a continuous thirty (30) minute duty-free lunch period. Employees teaching in the elementary school shall be provided two (2) twenty (20) minute relief periods each day, one (1) relief period at mid-morning and one (1) at mid-afternoon. Employees will be released with the students on Fridays and early release days.
Faculty meetings shall not be called more often than two (2) times a month. Two additional faculty meetings may be called per month by mutual agreement of the Principal and faculty. Emergency meetings may be called by the Principal.

Part-Time Teaching Contracts

When teachers are hired for less than the full, regular teaching load, the following conditions will apply:

A. The salary shall be determined by placing the person on the salary schedule to establish what the full-time rate would be. This rate will be multiplied by multiplying a fraction made up of the periods actually taught over the total teaching period/day. This computation shall be the annual salary of the part-time assignment.

B. All part-time teachers shall attend faculty meetings and, except for time on the job, have the same duties and responsibilities in relation to their assignments as do full-time teachers.

Payment

In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contract salary.
Payroll checks shall be distributed to each employee or through direct deposit, as designated by the employee. If an employee is absent on payday, the payroll check will be held unless special arrangements are made by the employee with the District.

Non-Instructional Duties
Non-instructional duties shall mean any duties assigned by the District which are outside the contract and not covered by the Extra-Curricular and Stipends portion of this contract. The parties agree that such duties shall be fairly and equitably assigned. The administration shall rotate such duties on an equitable basis by setting up a duty roster. Teachers assigned non-Instructional duties which are outside the contract shall be paid and the individual’s per-diem wage for actual time worked.

Teacher preferences as to duty and dates shall be considered insofar as they do not conflict with a fair and equitable sharing of the non-instructional duty load.

Teacher Facilities

The District shall have the following facilities and equipment for use by teachers in the District.

A. Space in each classroom to safely store instructional materials and supplies.
B. A work area containing equipment and supplies to aid in the preparation of instructional materials.
C. The use of a school telephone. Personal toll calls shall be charged to the employee.

SECTION 11: SALARIES AND STIPENDS

Certificated employees will be paid according to the negotiated salary schedule contained within this agreement for the duration of the contract.

A. All certificated employees shall be paid in accordance with the salary schedule and the terms of this Agreement.
B. All certificated employees shall provide proof of certification for the position for which they are hired.
C. Initial placement on the salary schedule shall be based upon full credit for all previous teaching experience within the limitations of the salary schedule.
D. Advancement for purposes of step increases shall take effect September 1.
E. Lane advancement shall be based on credits/degrees earned from an accredited institution. Clock hours for purposes of lane advancement shall be calculated as ten clock hours being equal to one credit. Employees shall have until October 15 to provide transcripts and proof of credits/clock hours for lane advancement. Pay increases related to lane advancement shall be retroactive to September 1.
F. The rate of increase to the state basic education salary allocation in excess of $65,216, or the previous year’s funded amount in subsequent years, per fte, shall be applied to the salary schedule. For the 2019-2020 school year, IPD (2%) plus convert one optional day to salary schedule and add one state funded PD day. One (1) additional percent, above IPD, shall be applied to the salary schedule in 2020-2021 and 2021-2022 school years.

Substitutes will be paid $130.00 for days 1-30 in any twelve month period and shall be compensated at this same rate of $130.00 per day for each day of service performed beyond the thirtieth day in said twelve month period (District fiscal year, September 1-August 31).
Substitute teachers who have served for 20 full consecutive working days in the same assignment shall, from the 21st full day of service through the end of that assignment, be paid according to their placement on the regular salary schedule of certificated staff in accordance with Article III, Section 2.

G. Continuing Education: In order to help defray the cost of continuing education, the District will reimburse the teacher for class(es) taken under the following guidelines:

1. The rate shall be one hundred twenty five dollars ($125.00) per quarter hour up to a maximum of six (6), or two hundred dollars ($200.00) per semester hour up to a maximum of four (4) per school year (September to September). Clock hours must be offered through an accredited institution.

2. A teacher wishing to receive reimbursement must complete the district approved form and submit for pre-authorization to the superintendent.

3. Courses qualifying for reimbursement must help the teacher improve his/her:
   a. teaching techniques or
   b. knowledge of subject matter, and be
   c. directly beneficial to student achievement in the District, and/or
   d. acquire an additional endorsement with prior Board approval

4. The District shall reimburse the teacher upon receiving a transcript from the school attended. This payment will be made in October unless otherwise arranged.

5. A class taken fall quarter would not require the teacher to reimburse the District if they did not teach at Kahlotus the following year.

6. A class taken either winter, spring or summer quarter would require the teacher to continue teaching at Kahlotus the following year or reimburse the District.

H. The district agrees to pay new teachers to the district a $2,000 signing bonus, following the successful completion of the first year of employment.

I. Co-Curricular Stipends:

Co-curricular duties and stipends shall be advertised to certificated employees of the District. Qualified employees shall have first opportunity. All certificated applicants shall turn in a letter of-application for the position which will include prior experience, knowledge and reason for applying for the position. Those employees who receive co-curricular assignments for the ensuing school year shall be notified by the end of the current school year, if possible. Evaluations will be completed for all advisor positions annually (see Appendix I).
SECTION 12: INSURANCE BENEFITS

The District shall pay the full state funded amount per employee towards insurance benefits for each member of the bargaining unit.

Beginning January 1, 2020, and each year thereafter, the District agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employee’s Benefits’ Board (SEBB). Inclusive of employer funding will be payment for the retiree carve out for all eligible employees.

The district agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

The district agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

Definitions:

Insurance Year: shall be defined as January 1 thru December 31.

School Year: shall be defined as September 1 thru August 31.

Open Enrollment: shall be October 1 thru November 15 or as otherwise set by SEBB.

Eligibility: shall be defined as current certificated staff as of January 1, 2020. Employees covered by the collective bargaining agreement hired after January 1, 2020 and work or are anticipated to work a minimum of 630 hours in any given year shall be deemed eligible. Eligibility shall be further defined according to plan year, school year and open enrollment period as defined elsewhere in the contract.

Default Plan: Employees who fail to enroll within fifteen (15) days of becoming eligible for benefits shall be enrolled in the SEBB identified plan as a default.

Providers: shall be those companies contracted to provide services through SEBB.

Vision: Met Life, Davis Vision
Dental: Delta Dental, Uniform Dental Plan or Willamette Dental
Medical: Kaiser Permanente Northwest, Kaiser Permanente Wa, Kaiser Permanente Options, Premara Blue Cross, Providence, and Uniform Medical

**plans and carriers subject to approval later this summer.

The district shall pay the premium costs associated with Life Flight beginning in the 2019-2020 School year.
SECTION 13: TAX-SHELTERED ANNUITIES

Certificated employees may participate in tax-sheltered annuity programs approved by the Association and the Board.

SECTION 14: LEAVES

Whenever a teacher is absent for any reason, he/she must notify the building secretary as far in advance as possible. In the event of the absence of a regular classroom teacher, a substitute will be hired whenever possible. All absences not covered by this Agreement shall be deducted from the teacher’s salary at their daily per diem rate.

Sick leave

A. On September 1 of each year, each full-time teacher shall be credited with twelve (12) days paid leave to be used for personal illness, disability, injury emergencies and family illness. Teachers who are less than full-time shall receive a prorated portion of the annual sick leave based upon their percentage of full-time equivalency. Unused sick leave shall accumulate to the maximum allowed by law.

B. Use:

1. Personal Illness, Injury, or Disability

A teacher who is unable to perform duties because of personal illness, injury or disability shall be granted sick leave for the duration of the illness, injury or disability, to the maximum sick leave accumulation available to the teacher.

2. Parenting Leave

a. Maternity Leave

The District shall grant sick leave, to include shared leave, for maternity purposes to female teachers for pregnancy, birth, disability and to bond and care for a newborn, an adopted child or newly placed foster child. (RCW 41.04.650). During maternity leave, an employee shall be entitled to sick leave pay, and shared leave only for those days of actual disability caused by delivery caused by pregnancy, miscarriage, abortion, childbirth, bonding and recovery there from, provided the employee works up to the day her physician indicated as the beginning of her disability.

b. Washington State paid Family and Medical Leave Act

Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical leave under the Washington State Family and Medical leave and Insurance Act. To be eligible, employees must have worked a minimum of 820 hours within the previous calendar year. Such leave shall be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise. Commencing September 1, 2019, the district shall pay the full amount of the payroll premium to fund this leave. The district shall use the state insurance as the carrier to ensure on going compliance with the law. When such leave is used for pregnancy/maternity disability, the district shall maintain health insurance benefits during the periods of approved leave.
1) A teacher requesting maternity leave shall notify the district at least four (4) weeks prior to the beginning of leave, whenever possible. The written request for maternity leave should include a statement of expected date of return to employment. The teacher and her doctor will determine when the beginning and end of the leave will occur.

2) If sick leave has been exhausted, then the teacher shall be granted a leave of absence as stated under the sick leave provision.

3) The District will place a teacher returning from maternity leave in her position which she was formerly employed.

c. Paternity Leave
In the event of a birth of a child of the employee’s spouse, sick leave shall be allowed to a maximum of three (3) days or as is otherwise provided in family illness leave, whichever is greater.

d. Adoption Leave

1) In the event of adoption, use of sick leave may include time for court, legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours, and such additional activity as is required to make the immediate inclusion of the adopted child into the employee’s household.

3. Family Illness Leave
Family illness leave with pay to the extent of accumulated sick leave will be allowed to each teacher for illness, injury or disability in the immediate family living in the same household as the teacher.

Immediate family is construed to mean the recipient’s spouse, child, stepchild, grandchild, grandparent, parent, sibling, or other close relative.

C. Accounting
At the end of each school year, the District shall provide each teacher with an accounting of the total accumulation of sick leave and transactions during that period of time. The monthly update of the teachers’ paycheck stub shall continue.

D. Sick Leave Exhaustion
In the event of a long-term illness, serious injury, disability, maternity or family illness and after sick leave benefits have been exhausted, if a teacher elects to use sick leave, the teacher shall upon request and upon verification by a physician licensed to prescribe or, in the case of psychological disability, a licensed psychologist, be granted a leave of absence without pay. The leave would be for the remainder of the school year or less, based on the teacher’s ability to return to work as determined by a physician licensed to prescribe or, in the case of psychological disability, licensed psychologist. The leave of absence without pay may, at the discretion of the Board, be renewed for one additional, complete school year. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. The District will make every effort to place a teacher returning from leave in a position similar to that previously held.
Emergency Leave
Up to five (5) days of non-cumulative leave may be granted by the Superintendent for emergencies. Emergency is construed to mean any happening or incident that is not within the sphere of influence and/or control of the teacher involved. The happening or incident must be of a serious nature such that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence (fire, robbery, natural disaster, potential life threatening situation, or some sudden unexpected crisis). Non-health care related emergency leave taken under this section shall not be deducted from accumulated sick leave. Health care related emergency leave taken under this section shall be deducted from accumulated sick leave. There is no cash out provision for unused emergency leave.

Bereavement Leave
Bereavement leave with pay, not to exceed five (5) days, will be allowed to each teacher for each death in the family. Family is construed to mean the recipient's spouse, child, stepchild, grandchild, grandparent, parent, or sibling.

Bereavement leave with pay, not to exceed two (2) days per year, will be allowed for each teacher for the death of an individual who is not blood related, by marriage, or a member of the family. Bereavement leave does not accumulate.

Personal Leave
Two (2) days personal leave shall be granted to cover those items where appointments cannot be made outside the school day, e.g., lawyers, contracts, banks, loans, etc.; services not offered in Kahlotos. A third (3rd) personal leave day is provided to employees after five years of employment with the district. Beginning in the 2020-2021 School year, all employees shall be granted three personal leave days. Employees will be able to roll over one (1) personal day and cash out a maximum of two (2) personal days per year. Notification of an absence will be submitted in writing, three days prior to the absence. Up to two (2) unused personal leave days will be automatically cashed out at the employee's regular rate of pay, unless otherwise requested by employee to rollover one (1) day. Payment shall be made by June 30.

Professional Leave
Professional leave without pay may be granted for advanced study for advanced degrees or travel, any of which will enhance the employee's professional growth. Professional leaves may be granted for one semester or one year to those employees who have served a minimum of six (6) years in the District.

An employee on professional leave may continue insurance benefits if the employee pays the full premium costs in accordance with administrative procedure.

An employee returning from professional leave shall be given the same consideration for returning to the position of his last assignment. It shall be assumed that the employee wishes to return to the position of his last assignment unless he notifies the Superintendent by May 1 prior to the expiration of his leave. If reassignment is necessary, a conference with the Superintendent shall be held to find an assignment that is mutually agreeable.

The evaluation and recommendation for professional leave shall be determined by the Superintendent and one representative of the Association. Such evaluation and recommendation shall be acted upon by the Board.
ARTICLE IV-INSTRUCTION

SECTION 1: ORIENTATION OF STAFF

At the annual meeting of all employees prior to the opening of school for students, the president of the Association or a designee shall be given time to address the employees.

SECTION 2: PREPARATION PERIOD

Secondary employees directly involved in full-time classroom instruction shall have at least a class period of preparation during each instructional school day. Elementary employees may use for preparation all time during which their classes are receiving instruction from various specialists. Employees shall not be regularly assigned to cover the absences of other employees. Teachers may be assigned to such duties:

A. In situations of bona fide emergencies when time does not permit the securing of a regular substitute, or

B. A substitute is not available.

C. Employees covering for others during preparation time shall be paid at their individual per diem rate. Employees must have administrative approval before filling in for employees.

D. A twenty-four (24) hour notice will be given to Elementary and Secondary teachers to prepare for new students enrolled in the district.

SECTION 3: CLASSROOM VISITATION

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

A. All visitors to a school and/or classroom shall obtain the approval of the Principal or administrative assistant, and if the visit is to a classroom, the time will be arranged after the Principal or administrative assistant has conferred with the employee.

B. The employee and visitor may arrange a conference at a mutually agreeable time before or after the visitation.

SECTION 4: STUDENT DISCIPLINE

In the maintenance of a sound learning environment the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. The Board and administration shall support and uphold teachers in their efforts to maintain discipline in the District and shall give timely response to all teacher requests regarding discipline problems provided the teacher has followed established District policy. In emergency situations regarding the exercise of authority by a teacher to control and maintain order and discipline, the teachers shall use lawful, reasonable and prudent judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations. (SEE MOU)
SECTION 5: STAFF DEVELOPMENT

Effective staff development is necessary in providing continuing opportunities for employees. To that end, the District from time to time may implement employee development activities.

Staff development activities may include the following areas:

A. Released time for classroom observation and visitation.
B. Released time for staff development workshops.
C. Workshops and classes developed to meet student needs.
D. Assistance for staff involved in curriculum innovation and change.

The Association may recommend to the District topics for after school courses, workshops, conferences and programs designed to improve the quality of instruction.

SECTION 6: CALENDAR

The school year calendar will be developed to best serve the community and the learning needs of district students. The calendar will be developed according to the guidelines listed below. These guidelines are based on State of Washington laws and regulations, community traditions and needs, plus staff preferences. The guidelines shall be reviewed periodically, to determine if they still meet the needs identified above.

School Calendar Guidelines:
- There will be 180 instructional days, or the number of days funded by the state.
- The first instructional day will be prior to Labor Day.
- The last instructional day will be on or before June 10.
- There will be no school on the traditional state and federal holidays (RCW 28A.150.050).
- There will be no school scheduled on the state in-service day in October and March.
- Winter vacation will start on or after December 20, and will be 10 weekdays, when feasible.
- Spring vacation will be the first week in April, and will be five weekdays, when feasible.
- Emergency school closure days will be rescheduled, in consultation with the Association, according to the following options:
  - Winter Break;
  - March snow day (if available);
  - Spring vacation;
  - After the last regularly scheduled day in June, without going into an additional week.
ARTICLE V—DURATION AND SIGNATORY PROVISION
This Agreement shall remain in full force and effect from September 1, 2019 to and including August 31, 2022.

This Agreement may be reopened for amendment, provided both parties concur, during the life of this Agreement as specified hereinafter. Either party may notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by authorized representatives of the Association and Board. Supplemental Agreements thus completed shall be affixed to and become part of this Agreement and subject to all of its provisions. Financial matters shall be negotiable for each year of contract.

Either party may upon written notice not less than ninety (90) days nor more than one hundred twenty (120) days before the date of expiration give notice of its intent to negotiate a successor agreement to the other party.

For the duration of the agreement the parties covered by said agreement agree that the employees shall not participate in a strike and the district shall not initiate a lockout.

IN WITNESS WHEREOF, the parties have set their hands and seal this Agreement on -

October 31, 2019

FOR THE BOARD:

FOR THE ASSOCIATION

[Signatures]
Appendix A

NOTICE OF GRIEVANCE

Grievant: ________________________________

Date of Formal Presentation: ________________________________

Date Alleged Grievance Occurred: ________________________________

Step Filed: _____1 _____2 _____3

Phone Number: ____________________________________________

School: ________________________________________________

Supervisor: ____________________________________________

Subject Area/ Grade Level: ________________________________________

Association Representatives: ____________________________________________

GRIEVANCE VIOLATION (fill in specific contract information)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

STATEMENT OF GRIEVANCE (Explain how dispute is an alleged violation, misinterpretation, or misapplication of the contract)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

REMEDY REQUESTED

1. ____________________________________________________________

2. ____________________________________________________________

3. ____________________________________________________________

Signature of Grievant or Association Representative __________________________ Date __________________________

Distribution of forms

  Immediate supervisor:
  Association president:
  UniServ Representative:
  Grievant:
  Superintendent:

Rec’d by Supervisor __________________________________________ Date: __________________________
Teacher Evaluation

PLANNING CONFERENCE
(It is optional whether a teacher writes the answers in advance of the conference.)

1. To which part of your curriculum does this lesson relate? (SC4-1a)

2. How does this learning “fit” in the sequence of learning for this class? (SC4-1a, SC4-1e)

3. Briefly describe the students in this class, including those with special needs. (SC3-1b)

4. What are your learning outcomes for this lesson? What do you want the students to understand? (SC4-1c)

5. How will you engage the students in the learning? What will you do? What will the students do? (SC4-1e)

6. Will the students work individually or as a large group? Provide any worksheets or other materials the students will be using. (SC4-1e)

7. How will you differentiate instruction for different individuals or groups of students in the class? (SC4-1e)

8. What instructional materials or other resources, if any, will you use? (sc4-1d)

9. How and when will you know the students have learned what you intend? (SC6-1f)

10. Is there anything that you would like me to specifically observe during the lesson?
POST OBSERVATION CONFERENCE

Interview Protocol for a Post-Conference (Reflection Conference)

Teacher _____________________________________________________________________________ School _____________________________________________________________________________

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?

2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?

3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?

4. Did you depart from your plan? If so, how and why?

5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?

6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?
REQUEST FOR TRANSFER OR REASSIGNMENT

Form must be filled out within five (5) days after a vacancy has been posted.

Distribution of forms:
1. Superintendent
2. Association
3. Employee

Name: ________________________________

Present Position: ___________________________ School: ______________________________

Transfer:

I HEREBY REQUEST A TRANSFER TO (include school, grade level and/or subject area):

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Signature: ___________________________ Date: ______________________________

DISPOSITION

Approved: ___________________________ Effective Date: ______________________________

Disapproved: ______________________

If disapproved, Rationale:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Superintendent: ___________________________ Date: ______________________________
CO-CURRICULAR PAY SCHEDULE

Pay for the following positions shall be computed on Step 0, BA + 0 on the state salary schedule for the current year.

<table>
<thead>
<tr>
<th>Position</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Year:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Salary:</td>
<td>$36,521</td>
<td>$41,861</td>
<td>$42,928</td>
</tr>
<tr>
<td>ASB Advisor</td>
<td>7.0%</td>
<td>$2,556</td>
<td>$2,930</td>
</tr>
<tr>
<td>Music Director</td>
<td>6.5%</td>
<td>$2,374</td>
<td>$2,721</td>
</tr>
<tr>
<td>CTE Director</td>
<td>6.0%</td>
<td>$2,191</td>
<td>$2,512</td>
</tr>
<tr>
<td>FBLA Advisor</td>
<td>5.5%</td>
<td>$2,009</td>
<td>$2,302</td>
</tr>
<tr>
<td>Federal Programs Director</td>
<td>4.0%</td>
<td>$1,461</td>
<td>$1,674</td>
</tr>
<tr>
<td>Senior Den Advisor</td>
<td>3.0%</td>
<td>$1,096</td>
<td>$1,256</td>
</tr>
</tbody>
</table>

Senior Class Advisor            $800
Junior Class Advisor            $500
Sophomore Class Advisor         $400
Freshman Class Advisor          $300
Seventh/Eighth Class Advisor    $300

FFA Advisor Thirty (30) additional days at individual per diem rate of pay.
Appendix E

TUITION REIMBURSEMENT REQUEST

FOR

CONTINUING EDUCATION COURSE

______________________________
Teacher’s Name

<table>
<thead>
<tr>
<th>Course Name and Number</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date (Beginning)</th>
<th>Date (Completed)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Course Description:


How will this course:

A. Improve teaching techniques or
B. knowledge of subject matter, and be
C. directly beneficial to student achievement in the District, and/or
D. acquire an additional endorsement with prior Board approval


Action:


☐ Board Approval
☐ Board Disapproval
Reason:


______________________________
Signature of Board Representative

______________________________
Date
**KAHLOTUS SCHOOL DISTRICT**

**Instructional Goal(s) Worksheet**

<table>
<thead>
<tr>
<th>Teacher Name:</th>
<th>Evaluator Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teaching Assignment:</td>
<td>School:</td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:** You are required to minimally complete one (1) goal based on the evaluation criteria you will be evaluated on. Please use the worksheet below to guide your goal setting.

**Goal # 1**

*type indicator number and name here*

*type your professional growth goal here*

**What would success in this goal look like?**

**How will you know when you have achieved it?**

**What evidence will you use to monitor your progress?**

Describe the resources you will utilize to achieve this goal. Examples include but are not limited to Professional Learning Community, Professional Development, Instructional Specialists, etc.

**How will your growth in this area contribute to increased student achievement?**
# Criteria 3 (Sub-Group of Students)

<table>
<thead>
<tr>
<th>Teacher: __________________</th>
<th>School Year: __________________</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sub Group</strong></td>
<td>What group of students are you targeting? Why?</td>
</tr>
<tr>
<td><strong>Focus Learning Content</strong></td>
<td>What learning standard(s) are you targeting for this goal area? Why did you select this standard?</td>
</tr>
<tr>
<td><strong>Interval of Instructional Period</strong></td>
<td>What is the instructional time covered? (If not a year, what is the rationale for the unit, trimester, etc.)</td>
</tr>
<tr>
<td><strong>Evidence Measure #1</strong> (pre/post, formative/summative, benchmark assessments, etc., at two points in time)</td>
<td>What specific measures will you use to measure the goal?</td>
</tr>
<tr>
<td><strong>Evidence Measure #2</strong> (pre/post, formative/summative, benchmark assessments, etc., at two points in time)</td>
<td>What specific measures will you use to measure the goal?</td>
</tr>
<tr>
<td><strong>Targets</strong></td>
<td>What is the expected growth target at the end of the instructional period?</td>
</tr>
<tr>
<td><strong>Final Results</strong></td>
<td>(To be inserted end of the year)</td>
</tr>
<tr>
<td><strong>Attachments</strong></td>
<td>Please attach copies of assessment and scoring rubrics.</td>
</tr>
</tbody>
</table>
### Criteria 6 (Whole Group/Class)

<table>
<thead>
<tr>
<th>Teacher: __________________</th>
<th>School Year: __________________</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target Group</strong></td>
<td>What group/class are you targeting? Why?</td>
</tr>
<tr>
<td><strong>Focus Learning Content</strong></td>
<td>What learning standard(s) are you targeting for this goal area? Why did you select this standard?</td>
</tr>
<tr>
<td><strong>Interval of Instructional Period</strong></td>
<td>What is the instructional time covered? (If not a year, what is the rationale for the unit, trimester, etc.)</td>
</tr>
<tr>
<td><strong>Evidence Measure #1</strong> (pre/post, formative/summative, benchmark assessments, etc., at two points in time)</td>
<td>What specific measures will you use to measure the goal?</td>
</tr>
<tr>
<td><strong>Evidence Measure #2</strong> (pre/post, formative/summative, benchmark assessments, etc., at two points in time)</td>
<td>What specific measures will you use to measure the goal?</td>
</tr>
<tr>
<td><strong>Targets</strong></td>
<td>What is the expected growth target at the end of the instructional period?</td>
</tr>
<tr>
<td><strong>Final Results</strong></td>
<td>(To be inserted end of the year)</td>
</tr>
<tr>
<td><strong>Attachments</strong></td>
<td>Please attach copies of assessment and scoring rubrics.</td>
</tr>
</tbody>
</table>
### Criteria 8 (PLC/Grade Level Team)

**Teacher:** __________________________  **School Year:** __________________________

<table>
<thead>
<tr>
<th>Identify grade, school or district team members with whom you are collaborating.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target Group</strong></td>
<td>What group of students are you targeting? Why?</td>
</tr>
<tr>
<td><strong>Focus Learning Content</strong></td>
<td>What learning standard(s) are you targeting for this goal area? Why did you select this standard?</td>
</tr>
<tr>
<td><strong>Interval of Instructional Period</strong></td>
<td>What is the instructional time covered? (If not a year, what is the rationale for the unit, trimester, etc.)</td>
</tr>
<tr>
<td><strong>Evidence Measure #1</strong> (pre/post, formative/summative, benchmark assessments, etc., at two points in time)</td>
<td>What specific measures will you use to measure the goal?</td>
</tr>
<tr>
<td><strong>Evidence Measure #2</strong> (pre/post, formative/summative, benchmark assessments, etc., at two points in time)</td>
<td>What specific measures will you use to measure the goal?</td>
</tr>
<tr>
<td><strong>Targets</strong></td>
<td>What is the expected growth target at the end of the instructional period?</td>
</tr>
<tr>
<td><strong>Describe your role on the team in the development and implementation of the goal(s):</strong> (leader, collaborator, participant etc.)</td>
<td></td>
</tr>
<tr>
<td><strong>Final Results</strong> (To be inserted end of the year)</td>
<td></td>
</tr>
<tr>
<td><strong>Attachments</strong></td>
<td>Please attach copies of assessment and scoring rubrics.</td>
</tr>
</tbody>
</table>
JUST CAUSE / SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. NOTICE: "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"

2. REASONABLE RULE OR ORDER: "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"

3. INVESTIGATION: "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"

4. FAIR INVESTIGATION: "Was the Employer's investigation conducted fairly and objectively?"

5. PROOF: "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"

6. EQUAL TREATMENT: "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"

7. PENALTY: "Was the degree of discipline administered by the Employer in a particular case reasonably related to

a) the seriousness of the employee's proven offense, and

b) the record of the employee in his service with the Employer?"
Appendix I

EXTRA-CURRICULAR ADVISOR EVALUATION

Advisor Name: ____________________________  Date: _______________

Club/Class: ____________________________________________

Evaluated by: ___________________________________________

<table>
<thead>
<tr>
<th>Rating Scale:</th>
<th>1- Needs Improvement**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2- Average</td>
</tr>
<tr>
<td></td>
<td>3- Above Average</td>
</tr>
<tr>
<td></td>
<td>4- Outstanding</td>
</tr>
<tr>
<td><strong>Requires explanation of how to improve</strong></td>
<td></td>
</tr>
</tbody>
</table>

1. Organization and Planning
   - Picks age appropriate fund raisers/events
   - Fills out ASB activity forms in a timely manner
   - Fills out appropriate facility use forms

2. Accounting
   - Fills out P.O. for supplies in a timely manner
   - Turns in receipts for supplies in a timely manner
   - Fills out reconciliation form for fundraisers

3. Supervision
   - Provides appropriate supervision at fundraisers/events
   - Ensures set up and clean-up is done effectively
   - Ensures handling of money is done correctly

4. Professional Interaction with Staff
   - Provides dates and times of events to staff in a timely manner
   - Provides list of students participating in events at least one week in advance

5. Leadership
   - Holds regular meetings
   - Provides leadership opportunities for students
   - Helps establish appropriate expectations and goals

TOTAL SCORE: ___________________________________________

<table>
<thead>
<tr>
<th>Overall Evaluation Scale:</th>
<th>18-20</th>
<th>Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>16-17</td>
<td>Above Average</td>
</tr>
<tr>
<td></td>
<td>14-15</td>
<td>Average</td>
</tr>
<tr>
<td></td>
<td>Below 14</td>
<td>Needs Improvement</td>
</tr>
</tbody>
</table>
STATEMENT ON OVERALL PERFORMANCE AND RECOMMENDATIONS:
(Required to be completed by evaluator)


EMPLOYEE COMMENTS: (OPTIONAL)


Evaluator(s) Signature                        Date

I have read and have had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature on this form does not mean that I agree with this evaluation. A copy of this report has been given to me.

Employee Signature                           Date
Appendix J

KSD Comprehensive Evaluation Form

<table>
<thead>
<tr>
<th>Teacher Name:</th>
<th>Building/Assignment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator:</td>
<td>School Year:</td>
</tr>
<tr>
<td>Date of Observations:</td>
<td>Date of Final Conference:</td>
</tr>
</tbody>
</table>

Directions: Place a 1, 2, 3 or 4 to the right of each indicator which best describes demonstrated performance of the skills listed below. Any items marked as a "1" must be explained in the comments section. Evaluations must be based on actual evidence collected through observation and conversation.

Each of the eight legally required criteria must be scored on a rating of 1 - 4, 1=Unsatisfactory; 2=Basic; 3=Proficient; 4=Distinguished. Other listed sub-headings under the legally required criteria are indicators. The criterion score should be based on the preponderance of the evidence analyzed for current year’s work.

### Criterion 1: Centering instruction on high expectations for student achievement.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Description</th>
<th>Criterion Performance Level (1,2,3,4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2B</td>
<td>Establishing a Culture for Learning</td>
<td></td>
</tr>
<tr>
<td>3A</td>
<td>Communicating with Students</td>
<td></td>
</tr>
<tr>
<td>3C</td>
<td>Engaging Students in Learning</td>
<td></td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)

Comments:

### Criterion 2: Demonstrating effective teaching practices.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Description</th>
<th>Criterion Performance Level (1,2,3,4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3B</td>
<td>Using Questioning and Discussion Techniques</td>
<td></td>
</tr>
<tr>
<td>4A</td>
<td>Reflecting on Teaching</td>
<td></td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (2), 2 (3-4), 3 (5-6), 4 (7-8)

Comments:
### Appendix J

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

<table>
<thead>
<tr>
<th></th>
<th>Criterion</th>
<th>Performance Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>Demonstrating Knowledge of Students</td>
<td>(1,2,3,4)</td>
</tr>
<tr>
<td>3E</td>
<td>Demonstrating Flexibility and Responsiveness</td>
<td></td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (2), 2 (3-4), 3 (5-6), 4 (7-8)

Comments:

---

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

<table>
<thead>
<tr>
<th></th>
<th>Criterion</th>
<th>Performance Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>Demonstrating Knowledge of Content and Pedagogy</td>
<td>(1,2,3,4)</td>
</tr>
<tr>
<td>1C</td>
<td>Setting Instructional Outcomes</td>
<td></td>
</tr>
<tr>
<td>1D</td>
<td>Demonstrating Knowledge of Resources</td>
<td></td>
</tr>
<tr>
<td>1E</td>
<td>Designing Coherent Instruction</td>
<td></td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)

Comments:

---

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

<table>
<thead>
<tr>
<th></th>
<th>Criterion</th>
<th>Performance Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>2A</td>
<td>Creating an Environment of Respect and Rapport</td>
<td>(1,2,3,4)</td>
</tr>
<tr>
<td>2C</td>
<td>Managing Classroom Procedures</td>
<td></td>
</tr>
<tr>
<td>2D</td>
<td>Managing Student Behavior</td>
<td></td>
</tr>
<tr>
<td>2E</td>
<td>Organizing Physical Space</td>
<td></td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)

Comments:
## Appendix J

### Criterion 8: Using multiple student data elements to modify instruction and improve student learning.

<table>
<thead>
<tr>
<th></th>
<th>Criterion Performance Level (1,2,3,4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1F</td>
<td>Designing Student Assessments</td>
</tr>
<tr>
<td>3D</td>
<td>Using Assessments in Instruction</td>
</tr>
<tr>
<td>4B</td>
<td>Maintaining Accurate Records</td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)

Comments:

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

<table>
<thead>
<tr>
<th></th>
<th>Criterion Performance Level (1,2,3,4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4C</td>
<td>Communicating with Families</td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (1), 2 (2), 3 (3), 4 (4)

Comments:

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

<table>
<thead>
<tr>
<th></th>
<th>Criterion Performance Level (1,2,3,4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4D</td>
<td>Participating in a Professional Community</td>
</tr>
<tr>
<td>4E</td>
<td>Growing and Developing Professionally</td>
</tr>
<tr>
<td>4F</td>
<td>Showing Professionalism</td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)

Comments:
Appendix J

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CHECK PRELIMINARY SUMMATIVE RATING

☐ Unsatisfactory = 8 – 14;  ☐ Basic = 15 – 21;  ☐ Proficient = 22 – 28;  ☐ Distinguished = 29 – 32

Directions: For each of the following, assign a score of 1 – 4, add the five scores to determine the total Student Growth Score. Low = 5 – 12; Medium = 13 – 17; High = 18 – 20

<table>
<thead>
<tr>
<th>Student Growth Rubric Scores</th>
<th>Total Student Growth Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>SG 3.1 Establish Student Growth Goal(s): Subgroup of students</td>
<td></td>
</tr>
<tr>
<td>SG 3.2 Achievement of Student Growth Goals(s): Subgroup of students</td>
<td></td>
</tr>
<tr>
<td>SG 6.1 Establish Student Growth Goal(s): Classroom of students</td>
<td></td>
</tr>
<tr>
<td>SG 6.2 Achievement of Student Growth Goal(s): Classroom of students</td>
<td></td>
</tr>
<tr>
<td>SG 8.1 Establish Team Student Growth Goal(s)</td>
<td></td>
</tr>
</tbody>
</table>

Comments:

The Teacher's Student Growth Measure is  ☐ Low  ☐ Average  ☐ High
Appendix J

The Preliminary Rating is (check):
☐ Distinguished ☐ Proficient ☐ Basic ☐ Unsatisfactory

The Student Growth Measure rating is (check):
☐ Low ☐ Average ☐ High

<table>
<thead>
<tr>
<th>Evaluation Rating</th>
<th>Distinguished Rating</th>
<th>Proficient Rating</th>
<th>Basic Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distinguished</td>
<td>Student Growth Inquiry (18-20)</td>
<td>Student Growth Inquiry (13-17)</td>
<td>Student Growth Inquiry (5-12)</td>
</tr>
<tr>
<td>Proficient</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Unsatisfactory Rating
Plan of improvement

Low Average High

Impact on Student Learning

OVERALL FINAL EVALUATION

Unsatisfactory Basic Proficient Distinguished

Signature of Evaluator
Date:

Signature of Teacher
Date:

Note: The employee shall sign the Comprehensive Evaluation Form to indicate that he/she has received a copy and a conference was held. The signature of the employee does not necessarily imply that the employee agrees with the contents of the final evaluation. The employee has the right to attach his/her own comments, which shall become part of this evaluation form.
KSD Focused Evaluation Form

Teacher Name: | Building/Assignment:  
--- | ---
Evaluator: | School Year:  
Date of Observations: | Date of Final Conference:  

**A focused evaluation requires only one criterion and one student growth measure (3, 6, 8).**

Directions: Place a 1, 2, 3 or 4 to the right of each indicator which best describes demonstrated performance of the skills listed below. Any items marked as a “1” must be explained in the comments section. Evaluations must be based on actual evidence collected through observation and conversation.

The selected criterion must be scored on a rating of 1 – 4, 1=Unsatisfactory; 2=Basic; 3=Proficient; 4=Distinguished. Other listed sub-headings under the required criteria are indicators. The criterion score should be based on the preponderance of the evidence analyzed for current year’s work.

### Criterion 1: Centering instruction on high expectations for student achievement.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Description</th>
<th>Criterion Performance Level (1,2,3,4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2B</td>
<td>Establishing a Culture for Learning</td>
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</tr>
<tr>
<td>3A</td>
<td>Communicating with Students</td>
<td></td>
</tr>
<tr>
<td>3C</td>
<td>Engaging Students</td>
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</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)

Comments:

### Criterion 2: Demonstrating effective teaching practices.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Description</th>
<th>Criterion Performance Level (1,2,3,4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3B</td>
<td>Using Questioning and Discussion Techniques</td>
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</tr>
<tr>
<td>4A</td>
<td>Reflecting on Teaching</td>
<td></td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (2), 2 (3-4), 3 (5-6), 4 (7-8)

Comments:
### Appendix J

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

<table>
<thead>
<tr>
<th></th>
<th>Criterion Performance Level (1,2,3,4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>Demonstrating Knowledge of Students</td>
</tr>
<tr>
<td>3E</td>
<td>Demonstrating Flexibility and Responsiveness</td>
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</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (2), 2 (3-4), 3 (5-6), 4 (7-8)

Comments:

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

<table>
<thead>
<tr>
<th></th>
<th>Criterion Performance Level (1,2,3,4)</th>
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<tbody>
<tr>
<td>1A</td>
<td>Demonstrating Knowledge of Content and Pedagogy</td>
</tr>
<tr>
<td>1C</td>
<td>Setting Instructional Outcomes</td>
</tr>
<tr>
<td>1D</td>
<td>Demonstrating Knowledge of Resources</td>
</tr>
<tr>
<td>1E</td>
<td>Designing Coherent Instruction</td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)

Comments:

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

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<th>Criterion Performance Level (1,2,3,4)</th>
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<tbody>
<tr>
<td>2A</td>
<td>Creating an Environment of Respect and Rapport</td>
</tr>
<tr>
<td>2C</td>
<td>Managing Classroom Procedures</td>
</tr>
<tr>
<td>2D</td>
<td>Managing Student Behavior</td>
</tr>
<tr>
<td>2E</td>
<td>Organizing Physical Space</td>
</tr>
</tbody>
</table>

**Total of Indicators**

Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)

Comments:
### Appendix J

<table>
<thead>
<tr>
<th>Criterion 6: Using multiple student data elements to modify instruction and improve student learning.</th>
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Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)

Comments:

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<th>Criterion 7: Communicating and collaborating with parents and the school community.</th>
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Total of Indicators

Rating range to indicate level of performance for this criterion – 1 (1), 2 (2), 3 (3), 4 (4)

Comments:

<table>
<thead>
<tr>
<th>Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</th>
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<tr>
<td>4D</td>
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<td>4E</td>
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<td>4F</td>
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Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)

Comments:

Preliminary Summative Score of Criterion chosen: __________

CHECK PRELIMINARY RATING

- Unsatisfactory = 1;  Basic = 2;  Proficient = 3;  Distinguished = 4
Appendix J
Directions: Only 1 of the following Student Growth Rubrics needs to be scored for the Focused Evaluation. Assign a score of 1 – 4 on the selected student growth measure.

<table>
<thead>
<tr>
<th>Student Growth Rubric Scores</th>
<th>Total Student Growth Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>SG 3.1 Establish Student Growth Goal(s): Subgroup of students</td>
<td></td>
</tr>
<tr>
<td>SG 3.2 Achievement of Student Growth Goals(s): Subgroup of students</td>
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<table>
<thead>
<tr>
<th>Student Growth Rubric Scores</th>
<th>Total Student Growth Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>SG 6.1 Establish Student Growth Goal(s): Classroom of students</td>
<td></td>
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<tr>
<td>SG 6.2 Achievement of Student Growth Goal(s): Classroom of students</td>
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<thead>
<tr>
<th>Student Growth Rubric Scores</th>
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</thead>
<tbody>
<tr>
<td>SG 8.1 Establish Team Student Growth Goal(s)</td>
<td></td>
</tr>
</tbody>
</table>
Appendix J

The Preliminary Summative Rating is (check):

- [ ] Distinguished
- [ ] Proficient
- [ ] Basic
- [ ] Unsatisfactory

The Student Growth Measure rating is (check):

- [ ] Low
- [ ] Average
- [ ] High

### Evaluation Rating

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### Impact on Student Learning

### OVERALL FINAL EVALUATION

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Signature of Evaluator

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</table>

Signature of Teacher

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<th>Date:</th>
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<tbody>
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</table>

Note: The employee shall sign the Comprehensive Evaluation Form to indicate that he/she has received a copy and a conference was held. The signature of the employee does not necessarily imply that the employee agrees with the contents of the final evaluation. The employee has the right to attach his/her own comments, which shall become part of this evaluation form.
**Appendix K**

**KAHLOUT SCHOOL DISTRICT**

### 19-20 CERTIFIED SALARY SCHEDULE

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<th>Salary Schedule</th>
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### Cost Schedule

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**KAHLOUT SCHOOL DISTRICT (with TRI)**

<table>
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**Total TN Cost**: $21,200
## Appendix K

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| Total Salary/Net THI | $ 67,518  |

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