

**AGREEMENT**  
**BY AND BETWEEN**  
**BRIDGEPORT SCHOOL DISTRICT #75**  
**AND THE**  
**BRIDGEPORT EDUCATION ASSOCIATION**  
**2018-2021**

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**AGREEMENT  
BY AND BETWEEN  
BRIDGEPORT SCHOOL DISTRICT #75  
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BRIDGEPORT EDUCATION ASSOCIATION  
2018-2021**

**PREAMBLE**

This Agreement is by and between the Bridgeport School District No. 75 acting through its Board of Directors and the Bridgeport Education Association, pursuant to RCW 41.59.

**ARTICLE I. ADMINISTRATION**

**Section A. Definitions**

1. The term "District" shall mean the Bridgeport School District No. 75, Douglas County, Washington State; or its authorized administration.
2. The term "Board" shall mean the Board of Directors of the Bridgeport School District No. 75.
3. The term "Association" shall mean the Bridgeport Education Association, which is affiliated with the Washington Education Association, the National Education Association and North Central Washington UniServ Council.
4. The term "Parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "Day" shall mean any day the district business office is open for business with the public.
8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
9. The term "President" shall mean the President of the Association or his/her designee.
10. The term "Contract" shall mean the individual personal services contract issued to and signed by each employee.
11. The term "Supplemental Contract" shall mean that contract issued and signed for extracurricular, special and supplemental assignments and shall be in accordance with current statutory provisions.
12. The term "Seniority" shall mean length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day.
13. The term "RCW" shall mean the Revised Code of Washington.
14. The term "WAC" shall mean the Washington Administrative Code.
15. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
16. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

## Section B: Recognition

1. **Bargaining Unit:** The Board hereby recognizes the Association as the sole exclusive bargaining representative for all certificated employees employed by the Board under contract, excluding: the Superintendent and District Evaluating Administrators.

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

2. **Substitute Certificated Employees:** The following sections of this Agreement shall be applicable to substitute certificated employees, as qualified below:
  - a. Substitute certificated employees employed by the District for more than thirty (30) days of work within any 12-month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitute teachers.
  - b. Substitute certificated employees employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from her or his regular assignment and will be replaced in such assignment for a period in excess of twenty (20) consecutive work days.

## Section C: 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 shall be found contrary to law, such provision or application shall have the 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 D: Status of Agreement

1. **Sole 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.

When an individual contract between the District and an employee is issued, the individual contract shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

2. **No Reductions Implied:** The parties agree that no employee shall suffer a reduction in salary due to the implementation of this Agreement. Unless specifically referred to, nothing in this Agreement will be applied to nullify or modify the terms of an extracurricular contract.
3. **No Punitive Action:** No action taken by an employee functioning as an Association officer or representative shall be the cause of punitive action.

## Section E: Distribution of Agreement

Following ratification signing of this Agreement, the District shall design, prepare a camera-ready copy, and print this Agreement after it has been checked and verified by the Association as being correct in wording and content. The Association shall distribute to all employees copies of this Agreement. The Agreement shall be available for inspection online by all employees and applicants for bargaining unit positions. It shall be posted in the teacher handbooks yearly as to how to access the contract online.

There shall be two (2) signed copies of the final Agreement for the purposes of records. One (1) shall be retained by the District and one (1) by the Association.

## **Section F: Board Policies**

A copy of the current Board Policies will be available online or accessible in the district office.

## **Section G: Joint Meetings**

The parties agree to meet once a month during the regular school year at a time and place mutually determined for the purpose of reviewing the relationship between the parties, provided that such meetings shall not be considered to be bargaining sessions or grievance processing sessions. The parties agree that the purpose of this section is to open and maintain a systematic line of communication between the parties and facilitate mutual problem solving.

## **ARTICLE II. BUSINESS**

### **Section A: Dues Deductions**

Upon receipt of a written authorization the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and UniServ.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee during the thirty days immediately preceding the start of the student school year. Dues deduction forms must be delivered to the business office within thirty days from the start of student school year, or within thirty days of an individual's beginning date of employment, whichever is later.

### **Section B. Parties Acknowledgment of Rights**

The Parties acknowledge that each has specific rights under the laws of Washington and that these may be exercised without restraint by the other.

## **ARTICLE III. EMPLOYEE RIGHTS**

### **Section A. Vacancies and Transfers**

The District shall take reasonable efforts to give written notice of any change of teaching assignment for the next school year no later than June 1; provided that changes may be made in said assignments in the event of verifiable emergencies, or changes in circumstances, which could not have been foreseen prior to June 1.

#### **1. Voluntary Transfer**

a. Vacancies shall be defined as positions the District intends to fill. Not later than April 1 of each school year, the Superintendent shall post in the school buildings a list of known vacancies, which will occur during the following school year.

b. Employees who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Superintendent not later than April 15.

Such statement will include the grade(s) and/or subject(s) to which the employee desires to be assigned in order of preference.

c. As soon as practicable, the Superintendent will post in each school and deliver to the Association a schedule showing the names of all such employees and the nature of such reassignment of transfer requests.

d. In acting on requests for voluntary reassignment and/or transfer, existing employees will be given consideration on all vacancies.

- e. Not later than the first day of school, the Superintendent shall cause to be prepared a schedule of the names of employees reassigned, transferred, and newly appointed and the positions they have been given. Such schedule shall be made available for inspection by the Association, and by any employee who may request an inspection. The District reserves the right to make additional changes it deems necessary following the first day of school, including but not limited to changes based on enrollment information as it develops.
- f. If an employee's request for a voluntary transfer has been denied, she/he will, upon request, receive written explanation of the reasons therefore from the District.

## **2. Involuntary Transfer**

- a. Prior to any involuntary transfer taking place, the involved employee will be talked with regarding the transfer.
- b. Those employees who are involuntarily transferred during the school year after commencement of school for students or during the week preceding the commencement of school for students shall be granted a minimum of one day of release time for the purpose of preparing for the new assignment. Additional release time may be authorized by the District upon recommendation of the immediate supervisor.
- c. An employee involuntarily transferred outside of his/her area of training and/or experience may request that the first annual evaluation immediately following the transfer include the following notation which will appear under the knowledge of subject matter criterion: "(Name) was involuntarily assigned to an area outside his/her area of training and/or experience."

## **Section B. Just Cause**

No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made in writing to the employee and, at the request of the employee, to the Association. An employee shall be entitled to have a representative of his/her choice present during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative is present. In no event, however, shall any meeting be delayed more than two (2) working days because of lack of such representation.

The parties agree that employees should be informed about problems deserving of disciplinary action as soon as practical after they become a concern. Formal written complaints will be promptly (generally no later than ten (10) working days) brought to the employee's attention: provided, the supervisor has ascertained that there is strong possibility that the complaint is not merely frivolous and that disciplinary action might be taken. Disciplinary action shall be in keeping with the infraction; with progressive discipline being employed from written warnings up to and including suspension with pay as is appropriate. Nothing contained herein shall be construed so as to preclude the District from administering the more harsh forms of discipline before lesser forms have been administered when appropriate. Discharges are not subject to the grievance procedure.

The District reserves the right to place an employee on paid administrative leave when it deems appropriate in order to conduct an investigation or otherwise determines it is in the best interest of the District. Such administrative leave is not disciplinary and shall not be subject to the just cause provisions or grievance provisions of the Agreement.

## **Section C. Complaints Against Employees**

In the event any complaint is made about an employee to District officials, the District may make no more than a preliminary investigation of the complaint without discussing the complaint with the employee. The purpose of such a preliminary investigation would be to determine if there is probable cause for the administration to believe that: 1) a serious enough matter is involved which may result in disciplinary action and 2) the likelihood of employee misconduct is involved to justify further investigation. Should the District determine that further investigation of said complaint is necessary, the terms of Article III, Section B shall apply. If the complaint is



written, the District shall give the employee a copy of the complaint at the initial meeting with the employee. In the event the complaint is found to be groundless, no record shall be kept in the employee's file, but the District shall maintain an appropriate investigation file on the matter.

#### Section D. Personnel Files

1. **Right to Inspect:** Employees shall, upon request, have the right to inspect all contents of their complete personnel file . Upon request, a copy of any document contained therein shall be afforded the employee. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District. Administrative working files shall be permitted and will be purged one year after the current year final evaluation.

Anyone at the employee's request may be present at this review, which shall be in the presence of the Superintendent or designee. All person's present shall sign to verify contents.

2. **Contents:** Each employee's personnel file shall contain the following minimum items of information: All employee evaluation reports, copies of annual contracts, teacher and/or other current certificates, a transcript of academic records.

No evaluation, correspondence, or other derogatory material making reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.

3. **Derogatory Material:** Any derogatory material not shown to an employee within ten (10) school days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. Any derogatory material shall be accompanied by a signed statement by the administrator placing the material in the file.
4. **Confidentiality:** To the extent allowable by law and this Agreement, all personnel files shall be confidential.
5. **Removal of Materials:** After seven years the District may remove and destroy employee's evaluation reports. After three years, upon request of the employee, the District may remove and destroy any adverse materials (excluding evaluation reports) provided there has been no related disciplinary action or the matter was not serious in nature. The decision on whether to remove shall be vested solely with the Superintendent and not subject to grievance..

#### Section E. Staff Protection

The District agrees to maintain liability insurance levels at no less than is currently in force.

Reference is made to the following RCW's and WAC's in regard to staff protection and the District's responsibility in consideration of them:

District Insurance	28A.400.370
Threats	28A.635.010, 28A.635.030
Property Replacement	28A.400.370
Dangerous Students	180-40-215
Locker Searches	28A.600.210

#### Section F. Harassment: Refer to Board Policy

#### Section G. Privacy

1. **Personal Lives:** Certificated employees are entitled to full rights of citizenship and the exercise thereof, within the bounds of District Policies, rules and the Code of Professional Conduct, shall not be grounds for any disciplinary or discriminatory action unless such actions have a sufficient nexus to adversely impact the

ability of the employee to be an effective employee in the District, or otherwise demonstrate acts of unprofessional conduct.

2. **Information:** The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law.
3. **Faculty Meetings:** Representatives of commercial concerns, such as insurance companies, financial counselors, fund raisers, etc. shall not be permitted to attend and address faculty meetings except mutually endorsed insurance carriers or such other concerns that shall have specific Association clearance or which shall have been invited by as majority of the faculty in that building.

#### ARTICLE IV: EVALUATION OF CLASSROOM TEACHERS

- A. As used in this section, “certificated classroom teacher” and “teacher” mean a certificated employee who provides academically-focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140(1) through (3) and (6)(a) through (e) and (g). *All certificated staff including counselors and academic coaches fall under these guidelines.*
- B. It shall be the responsibility of a principal or his or her designee to evaluate (unless a conflict of interest) all classroom teachers in his or her school.
  1. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties.
  2. Total observation time for each teacher for each school year shall be not less than sixty minutes.
  3. A teacher on provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. Provisional employees shall be subject to the provisions of RCW 28A.405.220 and will not be entitled to probation prior to nonrenewal.
  4. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing, and shall provide the teacher with a copy thereof within five days after such report is prepared.
  5. New teachers shall be observed at least three times for a total observation time of ninety minutes during the first ninety calendar days of their employment period. An additional three observations will be conducted for a total observation time of ninety minutes before the final evaluation. (6 observations and 2 evaluations totaling 180 minutes).
- C. Procedures for Evaluation of Classroom Teachers
  1. The evaluative criteria must contain as a minimum the criteria established by the superintendent of public instruction. Washington State criteria:
    - 1 Centering instruction on high expectations for student achievement
    - 2 Demonstrating effective teaching practices
    - 3 Recognizing individual student learning needs and developing strategies to address those needs
    - 4 Providing clear and intentional focus on subject matter content and curriculum;
    - 5 Fostering and managing a safe, positive learning environment;
    - 6 Using multiple student data elements to modify instruction and improve student learning;
    - 7 Communicating and collaborating with parents and the school community; and
    - 8 Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
  2. *Classroom teachers shall be evaluated using the 5 Dimensions of Teaching and Learning (5D+), as modified and approved by the Office of the Superintendent of Public Instruction (OSPI) and as posted on the OSPI website.*

3. A four-level rating system shall be used to evaluate the certificated classroom teacher. The summative performance ratings shall be as follows:
  - a. Unsatisfactory (5-14)
  - b. Basic (15-21)
  - c. Proficient (22-28)
  - d. Distinguished (29-32)
4. *The Superintendent of Public Instruction may amend/revise these ratings, and the revised ratings shall be adopted by the district.*
5. *Evaluators shall rate teachers on the components of the 5 Dimensions of Teaching and Learning framework and generate a rating for the relevant/required criterion or criteria.*
6. A classroom teacher shall receive one of the four summative performance ratings for each of the minimum criteria in (C)(1) of this Article and one of the four summative performance ratings for the evaluation as a whole, which shall be the comprehensive summative evaluation performance rating.
7. *The evaluation process shall include the following:*
  - a. *New teachers to the district and teachers returning to a comprehensive evaluation following one or more focused evaluations shall complete a teacher self-reflection/self-evaluation*
  - b. *The teacher and principal shall meet to develop goals for the year by Oct. 15<sup>th</sup>.*
  - c. *The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year.*
  - d. *At least one observation during the year shall include the entire observation cycle of a pre-observation/planning conference, a classroom observation, and a post-observation conference.*
  - e. *The teacher and principal shall hold a pre-summative rating conference to discuss the following:*
    - i. *The teacher's self-rating on all components;*
    - ii. *The principals preliminary rating on all components and criterion; and*
    - iii. *Any additional evidence the teacher would like the principal to consider before making a final summative rating.*

#### D. Student Growth Data

1. Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers as directed, required, and defined by the Office of the Superintendent of Public Instruction. As used in this subsection, "student growth" means the change in student achievement between two points in time.
  - a. *The evaluator shall consult with the teacher(s) to identify student growth and achievement data that are relevant to the teacher(s) and subject matter that will be used in assessing the state required student growth components.*
  - b. The evaluator's determination of proficiency level ratings must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools.
  - c. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
  - d. Student growth data elements shall include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
2. An overall student growth score shall be generated for each teacher following the rules and procedures issued by the OSPI and as they may be revised from time to time. Ratings will be "low," "average" or "high" as defined by OSPI. (Low: 5-12) (Average 13-17) High 17-20)
  - a. A classroom teacher with a preliminary summative evaluation rating of Distinguished with a Low student growth rating will receive an overall summative Proficient rating.
  - b. Conduct of a student growth inquiry. Within two months of the teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, one or more of

the following must be initiated by the evaluator:

- i. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices and/or;
  - ii. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned and/or;
  - iii. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations and/or;
  - iv. Create and implement a professional development plan to address student growth areas.
- c. A classroom teacher with a preliminary summative evaluation rating of Unsatisfactory who has a high student growth rating will be reviewed by the evaluator's supervisor.

#### E. Probation

1. At any time after October 15th, a *non-provisional* employee whose work is not judged Basic or higher based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.
2. The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:
  - a. Unsatisfactory
  - b. Basic: if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the Basic comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
3. During the period of probation, the teacher may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
4. A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Basic.
5. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.
  6. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.
  7. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
  8. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
    - a. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in

which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.

- b. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.
9. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
10. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.
  - a. A classroom teacher who has been transitioned to the revised evaluation system must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic or above for a continuing contract employee with five or fewer years of experience, or Proficient or above for a continuing contract employee with more than five years of experience.
  - b. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210

F. Notice of Discharge, Removal from Assignment

1. When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive [comprehensive summative] evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.
2. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year.
3. A teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings specified in (E)(10) of this section. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

G. Comprehensive and Focused Evaluation

1. All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. In subsequent years, when they are placed on a Focused evaluation, the summative score from the most recent comprehensive evaluation becomes the focus summative evaluation score. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school year. A comprehensive summative evaluation assesses all eight evaluation criteria and all

criteria contribute to the comprehensive summative evaluation performance rating.

2. The following categories of classroom teachers shall receive an annual comprehensive summative evaluation:
  - a. Classroom teachers who are provisional employees under RCW 28A.405.220;
  - b. Any classroom teacher who received a comprehensive summative evaluation performance rating of Unsatisfactory or Basic in the previous school year.
3. In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient or above in the previous school year are required to complete a focused evaluation.
  - a. One of the eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
  - b. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
  - c. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
  - d. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
  - e. The summative score is determined through the scoring of the instructional and student growth rubrics for the criterion selected.
  - f. A group of teachers may focus on the same evaluation criteria and share professional growth activities.
4. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15.
5. A classroom teacher may apply the focused evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the professional educator standards board.

#### H. Qualification of Evaluators

1. All evaluators must have been trained in this evaluation system and process.

#### I. General Requirements

1. **Work Site Limit:** All formal classroom observations for the purpose of evaluation must be conducted with the knowledge of the employee at the employee's normal work site.
2. **Time Limit:** No employee shall receive formal classroom observations during the first or last two weeks of the school year, nor on days immediately before or after school vacations, nor on days of all-school programs.

3. **Working Files:** Administrative working files shall be purged one year after the current year final evaluation.
4. **Surprise Bar:** Any item on the Final Evaluation report that is marked with an "Unsatisfactory" must have been preceded with a written statement and/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.
5. **Listening Devices.** No mechanical or electronic device may be used to listen to or record the procedures in any class without prior knowledge of the employee.

## **ARTICLE V. REDUCTION IN FORCE**

When the Board determines that a program reduction is necessary and has identified those programs to be offered, the following procedures shall be used to determine which employees will be retained within the programs.

The following criteria shall be considered:

1. Education and training for specific assignments and certifications.
2. Seniority within Washington.
3. Program Needs
4. Certification and highly qualified status.
5. Requirements, if any, of an approved affirmative action plan.

No individual criterion shall be considered more important than the others on the list.

Each employee who is not retained for employment shall be placed in a pool for consideration for re-employment for the succeeding school year. Such consideration shall be for any position for which such an employee is qualified for by training and experience. If the employee declines an offer of employment, she/he shall be dropped from the pool.

## **ARTICLE VI. INSTRUCTION**

### **Section A. Academic Freedom**

Employees shall have academic freedom in the District. Academic freedom shall mean that employees are free to present instructional materials which are pertinent to the subject and levels taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal administrative procedures. The employee shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Employees shall be entitled to freedom of discussion within the classroom on all matters, which are relevant to the subject matter under study, and within their area of professional competence. Notification shall be made to the administration whenever an employee intends to inject into course coverage units, which might reasonably be anticipated to be controversial. The Board reserves the right to approve curriculum.

### **Section B. Class Size**

1. The parties recognize that:

- a. A reasonable pupil-teacher ratio is desirable for effective teaching. It is also understood that in certain situations absolute minimums and maximums cannot be maintained due to lack of classrooms, classroom teachers and/or finances.
- b. The desired and **MAXIMUM** class size for various grade levels is indicated below:

<b>GRADE</b>	<b>DESIRED</b>	<b>MAXIMUM</b>
Kindergarten	20	25
1-2	22	25
3 - 5	25	30
Middle School (6-8)	25	32
High School (9-12)	25	32

- c. The maximums may not apply in classes such as, band, choir, physical education and in team-teaching situations. The minimums may not be applicable to special education, home economics, vocational classes and federally funded programs where funding is contingent on lower class sizes.
  - d. In classes where the maximums are exceeded, the District shall provide additional supplies, textbooks, instructional equipment and student desks as recommended by the building administrator after consultation with the employee.
2. Employees are encouraged to discuss options to resolve problems of class size and class mix with the building administrator. Options may include additional aide time, special training or equipment, transfer of students, additional employees and/or supplemental services as determined by the District.

**Section C. Staffing**

The District shall make every reasonable effort to not overstaff in the bargaining unit. Staffing shall be as near the state funded ratios as possible. The intention of the Parties is to create a reasonable balance between this provision and the class size language.

**Section D. Access to School Libraries**

The District shall endeavor to staff its libraries during the student day.. The purpose of this provision is to provide access by Employees for their students for academic (not disciplinary) purposes to school libraries.

**Section E. Planning Time**

- 1. **Secondary Employees:** Secondary employees have a planning time during the instructional day, exclusive of the 30 minute duty-free lunch period, which shall be equal to the length of one daily class period.
- 2. **Elementary Employees:** Elementary employees shall have a continuous preparation time, which shall be no less than 30 minutes daily, during the instructional day, exclusive of the 30 minutes duty-free lunch period.
- 3. **Limit of Duties:** During planning time, teachers shall not be responsible for any students with the exception of student aides, unless mutually agreed to.
- 4. **Limit of Assignments:** Teachers shall not be assigned classes which require the loss of preparation time for over 3 days without mutual agreement.



## **Section F. Part-Time Planning**

The District shall grant a pro-rated amount of planning time to each part-time employee.

## **Section G. Student Discipline**

The District shall support all efforts of an employee to maintain student discipline as long as that employee is conforming to the requirements of adopted District policy or building disciplinary programs.

The District will provide each employee a separate list of the student discipline policies at the beginning of the school year.

## **Section H. Teacher Meetings**

There will be no less than one (1) faculty meeting per month.

# **ARTICLE VII. LEAVES**

## **Section A. Sick Leave**

Each full-time employee shall be granted twelve (12) days per year without loss of pay for illness, injury, and emergencies. Such leave shall accumulate in accordance with the WAC. Leaves granted under Section A shall be deducted from accumulated sick leave.

Certification of illness may be required by the District.

### **1. Illness**

- a. The recommendation by a doctor for consultation or treatment shall be considered as illness for the purpose of requesting leave.
- b. Illness shall be defined as sickness or disability which renders the employee incapable of performing his/her usual duties.
- c. Pregnancy may be considered as a disability under this section. Paid leave shall cover that period of time required for confinement, delivery, and recovery for a normal birth or that period required for hospitalization and recovery from other birth situations.
- d. One (1) day of paternity leave shall be granted in the event of a birth of a child to the employee's spouse.
- e. Time shall be allowed for serious illness of immediate family of the employee.

### **2. Absence Due to Assault or On the Job Injury**

Whenever an employee is absent from employment and unable to perform his/her duties as a result of injuries sustained in the course of employment, or in the event that an employee has been physically disabled because of an assault of his/her person in the course of his/her employment, the District shall grant the injured employee leave with benefits (retirement, social security, sick leave, and salary placement) for a period not to exceed one (1) year. During such a period of disability, the employee may utilize his/her sick leave account to compensate for the difference in the amount of worker's

compensation, if applicable, and his/her regular salary to the limits of his/her accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to his/her total salary.

Absence resulting from an injury suffered in the performance of the employee's usual duties shall be submitted to the Employee Benefit Insurance Cooperative for determination of benefits under the statutes governing workmen's compensation. The District shall pay full and usual compensation to the employee to the extent of accumulated sick leave. Any benefits paid by the Cooperative shall be remitted to the District until accumulated leave is exhausted. The employee's accumulated leave account shall be reduced by a fraction equal to the District's payout as compared to total salary.

Non-duty connected injuries shall be considered as an illness.

### **3. Emergency/Medical**

- a. An emergency is defined as an unforeseen combination of circumstances beyond the control of an employee, or the resulting state that requires the immediate, personal attention and action of that employee.
- b. Doctor and dental appointments are included in this section.
- c. The employee must give the District as much advance notice as is reasonable under the circumstances. If written advance notice is not possible, a written explanation must be furnished upon return to duty.
- d. In case of death or serious illness of a member of the immediate family that requires the personal attendance of the employee, up to five (5) days shall be granted upon request to the Superintendent. Such request shall state generally the circumstances requiring the leave. In case prior request is not possible because of the circumstances, a report will be made to the Superintendent upon return to duty. An additional two (2) days may be granted at the discretion of the Superintendent. Such leaves shall be deducted from accumulated sick leave.

### **4. Immediate Family**

The immediate family is defined as being spouse, children, parents, sister, brother, grandparents, grandchildren, aunts, uncles, nieces, nephews, or those of the employee's spouse, or others living in the same household as the employee.

### **Section B. Leave Sharing**

The District shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a member of their immediate family suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition.

Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District. This leave sharing program shall be conducted in accordance with State laws and regulations.

### **Section C. Jury Duty/Court Leave**

1. **Jury Duty:** When legally summoned for jury duty, an employee shall receive full and usual compensation from the District. Any monies paid for such duties shall be remitted

to the District except such as may be paid for mileage or per diem expenses.

2. **Court Leave:** If an employee is necessarily absent in response to a subpoena, duly served by an officer or a court of the State of Washington, but not as a litigant, no deduction shall be made from that employee's compensation as a result of that absence. However, any money received for that service, except per diem and/or mileage expenses, shall be paid to the District by the employee.

#### **Section D. Military Duty**

Employees shall be granted up to fourteen (14) consecutive days military leave with pay when such absence is required by law. Upon return from such leave, the employee shall be placed in the position last held.

#### **Section E. Personal Leave**

Two (2) days of personal leave per school year per employee shall be granted for personal reasons provided that three (3) days notification is made to the appropriate District personnel. (No more than two (2) employees shall be granted personal or Association leave on any particular day.)

Up to five (5) personal days may be accumulated provided five (5) days notification is made to the appropriate District personnel if an employee takes more than two (2) consecutive day's leave.

Employees may cash out up to two (2) personal days per year at their per diem rate of pay. Employees with less than five (5) days may request cash out on the District form if return to the Business Office by May 10th for payment on the June warrant. Employees who have personal days that cannot be carried over will automatically be cashed out.

#### **Section F: Association Leave**

A total of six (6) days per school year of Association leave shall be granted with pay to employees providing three (3) days notification is made to the appropriate District personnel. (No more than two (2) employees shall be granted Association or personal leave on any particular day.) The Association shall pay all costs incurred for substitutes.

#### **Section G. Attendance at Meetings and Conferences**

When an employee seeks and gains District authorization to represent the District at professional conferences, meetings, workshops, symposia and seminars, substitute's necessary expense shall be paid by the District.

#### **Section H. Pre-Adoption Leave**

Up to five (5) days adoption leave shall be granted to an employee for court and legal proceedings, home study and evaluations, and home visitations instituted by the adoption agency. The employee shall reimburse the District for the cost of the substitute.

#### **Section I. Adoption Leave**

An employee adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected dates of commencement of leave and return to employment. Adoption leave shall be granted without pay for a period not to exceed one (1) year. The employee returning from adoption leave shall be placed in the same position last held or a similar position within the District.

## **Section J. Sabbatical Leave**

Sabbatical leave may be granted, for one (1) year to those employees who have served the District a minimum of seven (7) years. An employee who has had such a sabbatical leave is eligible for another sabbatical leave after serving an additional five (5) years in the District.

Employees on sabbatical leave shall receive no salary or employee benefits they would have received if they had remained on active duty.

Employees granted sabbatical leaves shall agree to return to regular service in the District upon the expiration of their leaves for a period of at least one (1) year.

Employees desiring sabbatical leave must submit a written request to the Superintendent prior to March 1 of the school year prior to the year for which sabbatical leave is desired. The request shall specify the reasons for which leave is requested, provide an outline of the activities in which they will be engaged, and shall state the length of leave (one (1) year)..

No more than one (1) employee may be granted sabbatical leave during any school year.

An employee returning from sabbatical leave shall be placed in his/her former position or a mutually acceptable position within the District.

## **Section K. Extended Leave**

Leaves of absence up to one (1) school year without pay may be granted employees for the purpose of study, travel, recuperation, child care, teaching in another school district, working in a professionally related field, Association or Association related business (WEA or NEA). A leave of absence without pay to teach elsewhere entitles an employee to a normal salary increment. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District.

## **Section L. Maintenance of Insurance**

While on approved sabbatical and for extended leaves of absence, employees shall have the option to continue District provided insurance at their own cost, subject to the terms of the group policy.

## **Section M. Additional Leaves**

Upon request of the employee the Board may grant additional leave days without pay. Other than for medical or family emergency reasons, the intent of additional leave without pay is for rare or unexpected circumstances. It is not intended to have or extend a vacation period or have additional time off during the school year.

# **ARTICLE VIII. WAGES, BENEFITS, AND HOURS**

## **Section A: Credits and Experience**

- 1. Schedule:** Salaries shall be as per the current year's Salary Schedule in Appendix A.
- 2. Credits and Experience:** All credits and experience shall be recognized according to the following.
- 3. Required Certificates:** All employees shall provide proof of certification for the position

for which they are hired as required by State law, at the commencement of the school year.

**4. Initial Placement**

**a) Transcripts:** New employees must file official transcripts of college credits with the Superintendent prior to qualifying for placement on the salary schedule.

**b) Educational Credits:** Credit shall be allowed for upper division and graduate level credits and/or acceptable clock hour equivalents, provided they qualify for certification renewal, evaluation requirements, meet clock hour requirements of the state, or are accepted by the District to meet District initiatives or programs. Ten (10) clock hours is equal to one (1) credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.

**c) Educational Column Placement:** New employees with creditable outside teaching experience shall be placed on the appropriate column for educational attainment as determined by the number of upper division and graduate level credits and/or acceptable clock hour equivalents.

Occupational Therapists, Physical Therapists, and Speech Language Pathologists shall be given credit for experience in their related field that occurs outside the school setting and placed on the salary schedule at their appropriate level for experience and ESA certification.

**d) Experience Placement (Years/Rows):** Individuals who have verified work experience in the State of Washington, out-of-state and/or a foreign country shall be placed on the salary schedule on a one-for-one basis up to the maximum step for salary schedule purposes.

**e) Military Experience:** Only active duty military service gained prior to September 1, 1976, shall be recognized for salary credit purposes. One year of salary credit shall be granted for two years of recognized military service experience. Credit for partial years less than two shall be granted on a one for two basis. Two years of salary credit shall be granted for three years of recognized military service experience. No other military service experience shall be recognized.

**5. Professional Advancement:**

**a) Educational Credits:** Employees shall advance (when educational credits/clock hours earned make them eligible) to the next higher vertical column(s), provided that the credits and/or acceptable clock hour equivalents meet the requirements set in 3b above. Ten (10) clock hours is equal to one (1) credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.

**b) Experience:** Employees shall advance to the next higher horizontal row(s) for each year's teaching experience, as per the salary schedule.

**6. Timeline:** Classification on the salary schedule is for the full contract year. No change in classification shall be made for professional credits earned except as provided below:

**a) Salary Adjustments:** Salaries shall be adjusted as of the beginning of the contract year, for educational credits/clock hours earned prior to September 10, provided that notice is given to the Superintendent on or before September 10. If for some circumstance beyond the control of the employee, the college transcripts are not

available and the District has been advised by the college of the credit, the transcripts must be provided by the employee no later than December 1. After that date, the individual contract shall be adjusted to reflect the original credit and experience due the employee.

**b) Proof of Credits:** Proof of credits/clock hours earned shall be by official transcript/form as recognized by the state for proof of credits/clock hours; provided that the official grade notice or other suitable proof may be temporarily substituted.

7. **Experience Advancement:** Only one year of teaching experience credit can be earned during a school year. Experience credit towards salary schedule advancement will be the cumulative sum of the years of experience. A partial year will be added as earned (example, 0.6 years + 0.6 years = 1.2 years or 1.0 years on the Salary Schedule)

8 **Pay Date:** During the summer period, the District shall mail checks on or prior to the regular pay date to the designated address of the employee.

All staff members shall be paid one-twelfth (1/12) of their annual salary on or before the last district business day of each month beginning with the month following initial employment; provided, such employment commenced by the fifteenth of the month. Should a staff member's contract be terminated, the staff member will receive a total salary which bears the same ratio to the contractual year salary provided, as the number of days of service performed by the staff member bears to the total number of contractual days in the school year unless a further reduction is imposed pursuant to the law for disciplinary reasons.

9. **Twelve Payments:** Employees will be paid twelve (12) equal monthly payments.

10. **Itemization:** Payments shall include an itemization showing the amount paid for each separate assignment.

11. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee or the District as soon as discovered. In the event the District has made an overpayment or underpayment, the District and the employee shall work out a mutually agreeable plan for the pay back.

## **Section B. Insurance**

1. **Contribution:** The District shall provide the full pass through health contribution funded by the State on a pooled basis. The monthly contribution shall be used to provide payment for medical, vision, and dental plans for employees.

**Medical:** The District and Association agree to the following provision in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940):

- a. The premiums for medical shall be deducted third from the pool.
- b. Each month, after subtracting the cost of vision and dental insurance premiums from the pool as described above; the amount remaining will be applied toward the medical insurance plan selected by the employee, provided, that the first .75% of medical premium costs during the 2015-16 school year; and the first 1% of medical premium costs during the 2016-17 school year are not eligible for pooling, and will be paid by the employee. In addition, if there is any remaining portion of medical insurance premiums

after pooling, it will also be deducted from the Employee's salary warrant.

2. **Part-Time Employees:** Part-time employees shall receive a pro-rated share, based upon their percentage of FTE.
3. **Pooling:** The total contribution shall be placed into a pool, to purchase medical, vision, and dental insurance for employees according to agreements between the parties.
4. **Changes in Coverage:** During the fall, the Association shall review the options available to employees under State coverage. Should they elect to change to such coverage during a window made available by the State, the District shall comply. No change in coverage for employees shall occur without Association agreement.

### **Section C. Hours**

All employees may be assigned appropriate starting and dismissal times, providing their total workday shall be no longer than seven and three-fourths (7 hours, 45 minutes) consecutive hours, including a continuous thirty (30) minute duty-free lunch period.

In the event of an unscheduled (for safety reasons) delayed opening and/or early dismissal, the work day of employees shall begin thirty (30) minutes before the designated student starting time on each day, and will end thirty (30) minutes after the designated student dismissal time on each day. (Scheduled Holiday/Vacation early release days are: the day before Thanksgiving vacation, the day before Winter vacation, and the last day of school.)

### **Section D. Work Year**

The employee base work year shall be a one-hundred eighty (180) day contract year.

#### **Additional Supplemental Contracts for Days or Time**

Time: There will be three (3) additional District directed days paid at the employee's per diem rate. These days are beyond the regular 180 day year and include:

- a. One (1) day prior to the start of school will be District directed.
- b. One (1) day prior to the start of school shall be split between District directed and time for teachers to work independently in their classrooms.
- c. One (1) day will be District directed professional development as funded by the State and will exist only if funding continues to be provided to the District. This day may be scheduled in hourly increments.

Nothing contained in this Agreement shall be construed to prevent any Employee from volunteering as a parent or community member to support the District's programs for students.

#### **D. 1 Extended Work Year**

Any employee required by the District to work additional days or hours shall be paid for such time at per diem (annual salary divided by 180 days = daily rate: daily rate/7.75 = hourly rate).

### **Section E. Release Time for Records**

On the last day of each quarterly grading period, the District shall release students early for approximately one-half day in order to provide time for employees to complete their student records and to plan. Such time may not be used by the District for required meetings, required in-

service or required parent conferences.

#### **Section F. Employee Transportation Reimbursement**

When acting in accordance with assigned duties, transportation reimbursement for use of a personal car by an employee shall be at the rate that is of parity to what is allowed by the State. The use of private cars will be allowed only if District vehicles are not available, upon approval of the Superintendent.

#### **Section G. Substitutes/Compensatory Time**

It shall be the responsibility of the District to provide appropriate substitutes in the event any employee is absent from work. Every reasonable effort shall be made by the District to obtain a substitute. In the event that an employee is required to cover a class during their prep time, that employee shall be paid \$20 per class (50 min.) or equivalent. In lieu of payment, class coverage may accumulate at the rate of seven per day to a total of three (3) days. Teachers that are required to split an additional class for a day to cover the lack of substitutes will be entitled to claim one (1) class coverage (50 min.) as stated above. This time may be taken as compensatory time, provided that three (3) day's notification is made to the appropriate District personnel and proper forms completed upon return. (No more than two (2) employees shall be granted compensatory leave on any particular day, with the exception of the months of May or June when no more than one (1) employee shall be granted leave on any particular day.) One-half day and full day compensatory leaves only will be granted provided that adequate substitutes are available. Compensatory time may be taken only during the year in which it is earned.

Compensatory time not scheduled by May 10 shall be converted to paid time.

No bargaining unit employee will be required to cover a class if he/she is responsible for students at that time or has his/her own class to teach, unless the District finds it is necessary.

#### **Section H. Long-Term Certificated Substitute Salary**

Long-Term Substitute shall mean those persons who have been employed by the District in the same assignment for twenty (20) or more consecutive days. The Short-Term daily rate of pay shall be in effect during the twenty (20) days of consecutive employment in the Long-Term Certificated substitute role. Commencing with the twenty-first (21st) day, the Long-Term Certificated Substitute shall be placed on the Salary Schedule for the duration of the assignment.

When not in a consecutive day assignment, a Substitute shall be subject to a Short-Term daily rate of one-hundred twenty (\$120) dollars per day.

- The District will make every effort to fill all Long-Term Substitute positions with Certificated Substitutes
- When a Long-Term Certificated Substitute position is terminated, the Certificated Substitute returns to a Short-Term Substitute Salary for future assignments.
- However, should a new Long-Term Certificated Substitute position open, those persons employed would again be eligible for placement on the Salary Schedule upon reaching the twenty-first consecutive day (21<sup>st</sup>) of the new assignment.

#### **Section I. Short-Term Substitute Salary**

Short-Term Substitute shall mean those persons who have been employed by the District in a substitute position for periods of time that are not considered Long-Term within a twelve (12) month period of time.

Short-Term Substitutes will be subject to a Short-Term daily rate.



- The daily rate of pay applies to both Certificated and Emergency Substitutes.

## **Section J. Extracurricular Salary Schedule**

The extracurricular salary schedule is contained in Appendix C and computed on the Salary Schedule at Step 1, Column 1. Only those extracurricular activities requiring a certificate are governed by this Agreement. Extracurricular assignments are at will positions only filled to the extent desired by the District, and are not subject to any continuing contract rights.

## **ARTICLE IX. GRIEVANCE PROCEDURE**

### **Section A. Definition**

A claim by an employee or the Association that there has been a violation misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

### **Section B. Process**

#### **Informal:**

In the event that an employee believes there is a basis for a grievance, the employee may first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent to invoking the formal grievance procedure.

#### **Formal:**

#### **1. STEP 1 (Principal and/or Supervisor)**

The grievant may invoke the formal grievance procedure through the Association on the form set forth in Appendix D, which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or designee. A grievance must be filed within twenty (20) school days of the occurrence of which the grievant complains or twenty (20) school days of the time when the grievant learned of the occurrence, of which he/she complains, whichever is later.

Within five (5) school days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association and grievant.

#### **2. STEP 2 (Superintendent)**

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) school days of such meeting or fifteen (15) school days from date of filing, whichever be later, the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to

the Association and grievant.

**3. STEP 3 (School Board)**

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the period provided, the grievance, only at the option of the grievant, may be submitted to the Board. Within five (5) school days the Board or its designee shall meet with the grievant and his/her representative and shall indicate its disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a written copy thereof to the grievant and the Association.

**4. STEP 4 (Arbitration)**

If the grievant is not satisfied with the disposition of the grievance by the Board or is no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise the right of arbitration by giving the Superintendent written notice of intent to arbitrate within twenty (20) school days of receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that the arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The parties shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

**Section C. 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.

**Section D. 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 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; provided, the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

The award of the arbitrator may be entered in Superior court of the county should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in Superior court of the county, and the initiating party does not prevail in the litigation, such party shall bear the full cost of such action, including but not limited to the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

**Section E. Time Limits**

The time limits provided in the 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 grievant to proceed with the 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 grievant to the next step on the grievance procedure.

#### **Section F. Grievance and Arbitration Hearings**

All hearings or conferences pursuant to this grievance procedure shall be scheduled at the time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. No employee involved in the grievance hearing as a witness, or grievant shall suffer loss of salary or other benefits.

#### **Section G. Employee Complaints**

If an employee has a personal complaint, which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall an adjustment of the grievance be inconsistent with the terms of the Agreement.

#### **Section H. Continuity of Grievance**

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

#### **Section I. Association Representation**

The grievant shall have the right to Association representation at all levels of the grievance procedure.

#### **Section J. Exclusion**

The substantive part of the evaluation procedure is not subject to the grievance procedure:

#### **Section K. Election of Remedies**

In the event a grievant elects to pursue a statutory remedy, then such election shall bar the utilization of the grievance procedure.

#### **Section L. No Reprisals**

No employee who participates in a grievance procedure as a grievant, witness, or otherwise, shall be subject to discipline or reprisal because of any such participation.

**ARTICLE X. DURATION**

**Duration of Agreement**

This agreement shall be in effect August 31, 2018, through August 31, 2021. It may be reopened during its term if the Legislature passes law that impacts the terms and conditions of Employees (to the extent of such impact), or upon mutual agreement, or as otherwise set out within the Agreement. In subsequent years, any increase in allocation from the State for Certificated Employee's salaries will be passed through to the Salary Schedule. Notwithstanding the dates above, the District fiscal year shall remain September 1 through August 3.

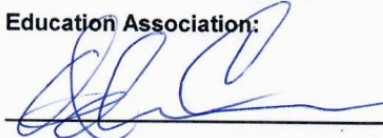
**Successor Agreements**

Negotiations on a successor agreement shall begin as near to March 15, 2021 as is practicable for the Parties. On the first such bargaining session the Parties shall exchange proposals for the successor agreement and name bargaining teams.

**ARTICLE XI. ARTICLE OF UNDERSTANDING**

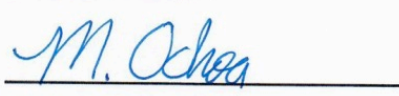
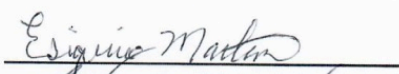
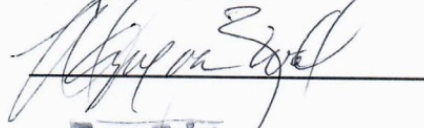
The Parties agree that the appendixes of this Agreement are set out to be sample documents and/or instruments, and a basis for appropriate uses. However, steps may be taken to vary from them with mutual agreement between Parties at the user level to the allowable limits of this Agreement and state law.

**Education Association:**

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

Date: 6/28/18

**Board of Directors:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
**Tracy Zahn**  
\_\_\_\_\_  
\_\_\_\_\_

Date: 6/28/18

## APPENDIX A. 2018-19 SALARY SCHEDULE

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135*	MA	MA+45	MA+90 OR Ph.D.
0	43,500	44,675	45,892	47,112	51,027	53,548	52,153	56,068	58,592
1	44,086	45,277	46,510	47,783	51,739	54,246	52,733	56,688	59,195
2	44,643	45,846	47,092	48,464	52,408	54,942	53,316	57,260	59,794
3	45,218	46,433	47,692	49,107	53,044	55,639	53,870	57,803	60,400
4	45,782	47,050	48,317	49,781	53,741	56,355	54,450	58,409	61,025
5	47,850	48,384	48,918	50,464	54,409	57,075	55,039	58,986	61,652
6	48,451	48,991	49,532	51,155	55,081	57,762	55,643	59,570	62,249
7	49,515	50,067	50,620	52,331	56,316	59,070	56,775	60,758	63,514
8	51,120	51,690	52,260	54,113	58,151	61,007	58,556	62,595	65,449
9		53,405	53,995	55,914	60,047	63,000	60,355	64,490	67,443
10			55,749	57,808	61,995	65,047	62,250	66,439	69,489
11				59,757	64,035	67,148	64,199	68,479	71,590
12				61,643	66,130	69,335	66,225	70,573	73,779
13					68,276	71,577	68,321	72,719	76,019
14					70,432	73,902	70,480	75,016	78,346
15					72,265	75,825	72,312	76,967	80,383
16/more					73,710	77,341	73,758	78,506	81,990

\*The BA135 column will only exist until the current employee(s), as of September 1, 2018, in this column separate service from Bridgeport School District. No new or existing employees can move or be placed in this column.

**APPENDIX B. EVALUATION CRITERIA:** The following criteria may be used in the evaluation of Classroom Teachers:

**Teacher Evaluation Criteria (RCW 28A.405.100 (2)(b))**

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

**Teacher Evaluation Criteria Descriptors (WAC 392-191A-060)**

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1. **Expectations;** the teacher communicates high expectations for student learning.
2. **Instruction;** the teacher uses research-based instructional practices to meet the needs of all students.
3. **Differentiation;** the teacher acquires and uses specific knowledge about students' cultural, individual, intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.
4. **Content Knowledge;** the teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.
5. **Learning Environment;** the teacher fosters and manages a safe and inclusive learning environment that takes into account: physical, emotional, and intellectual well-being of students.
6. **Assessment;** the teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction, and evaluate student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

7. **Families and Community;** the teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.
8. **Professional Practice;** the teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

**APPENDIX C. EXTRACURRICULAR DUTY PAY SCHEDULE**

FBLA Advisor	11%	Drama	4%
Curriculum Chairman	\$500/yr	Highly Capable	9%
Academic Coach	9%	FFA	11 months
Class Advisor	1%	Journalism Advisor	4%
Annual Advisor	5%	Music	9%
Knowledge Bowl	3%	Honor Society Advisor	3%
Spanish Club Advisor	3%	FCCLA Advisor	3%
ASB Advisor	3%	Academic Clubs	1%
12 <sup>th</sup> Grade Class Advisor	1%	8 <sup>th</sup> Grade Class Advisor	1%

Employees with extracurricular contracts may have the following options for receiving their pay:

- A. Lump sum at the end of the season or school year.
- B. Pro-rated from the end of their season to the end of the fiscal year.
- C. For on-going activities (annual, music, etc.) 1/12 each month throughout the fiscal year.

The employee must notify the District of which option he/she wishes upon the signing of the extracurricular contract.



**APPENDIX D. GRIEVANCE REVIEW REQUEST**

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

This form is to be utilized in initiating a grievance review pursuant to rules and regulations adopted for the processing of grievances.

In presenting a grievance of STEP 1 (at a formal conference), STEP 2, STEP 3, or STEP 4, a Grievance Review Request form must be submitted. A completed form must be addressed to the appropriate administrators at each step.

To: \_\_\_\_\_  
Name Title

\_\_\_\_\_  
Grievant's Name Position

\_\_\_\_\_  
Address: street city zip

School or Building: \_\_\_\_\_

1. Consistent with the procedure for adjusting grievances, I have taken the following options: (indicate specifically by name and title who has officially received the grievance to date.)

Level 1: \_\_\_\_\_ Conference Date: \_\_\_\_\_

Level 2: \_\_\_\_\_ Conference Date: \_\_\_\_\_

Level 3: \_\_\_\_\_ Conference Date: \_\_\_\_\_

Level 4: \_\_\_\_\_ Conference Date: \_\_\_\_\_

3. The nature of my grievance is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The adjustment I am recommending is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

