

**AGREEMENT BETWEEN THE
PRESCOTT SCHOOL DISTRICT NO. 402-37
AND THE
PRESCOTT EDUCATION ASSOCIATION**

PREAMBLE

In order to effectuate the provisions of RCW 41.59, the Public Employee's Collective Bargaining Act, and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the certificated employees of the District, this Agreement is made and entered into by and between the Prescott School District No. 402-37, hereinafter called the "District" and the Prescott Education Association, hereinafter called the "Association".


DURATION OF THE AGREEMENT


This agreement shall be effective as of September 1, 2018 and shall continue in effect to and including August 31, 2020.


Either party may, upon written notice no later than ninety (90) days prior to the date expiration, give notice of intent to negotiate a successor Agreement.


In Witness Whereof the parties have set their hand this 23rd day of August, 2018

Prescott School District
Board of Directors






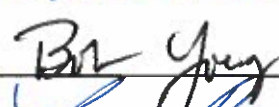






Date: _____

Prescott Education Association









Date: August 23, 2018

ARTICLE 1 - ADMINISTRATION

SECTION 1: DEFINITIONS

When used hereinafter, the term "employee" shall refer to each certificated teacher represented by the Association.

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

SECTION 2: RECOGNITION

The Prescott School District hereby recognizes the Prescott Education Association as the sole and exclusive bargaining representative for all certificated employees who are under contract for services to the District, including employees on a full or part-time contract, employees on District-approved leave, or those who meet the definition for substitutes described below, excluding independent contractors. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the chief administrative officer of the District, principals, and the position of Athletic Director when that person is performing such duties.

Consistent with PERC regulations and its decisions, a "substitute" is an employee who works at least twenty (20) consecutive work days or 30 cumulative work days in the current school calendar year while substituting and shall be eligible for representation rights and inclusion in the bargaining unit, but only if and to the extent such provision specifically grants such rights to a substitute.

Those subs not meeting the definition for substitutes shall be paid as determined by the district's adopted daily substitute rate for certificated employees. Substitutes meeting the definition for representation shall be paid on the 1st step of the negotiated certificated salary schedule. No other provision of the Agreement shall apply to substitute employees, except association dues fees and sick leave.

The District agrees not to negotiate with nor recognize any employee's organization other than the Prescott Education Association as representing the employees of the district in the bargaining unit defined in this section.

SECTION 3: STATUS OF THE AGREEMENT

This Agreement shall become effective when ratified by the Board and the Association and executed by authorized representatives with mutual consent of both parties.

This Agreement shall supersede established rules, regulations, policies, resolutions and practices of the District which shall be contrary to or inconsistent with any terms of this Agreement. All provisions shall continue in effect until a successor Agreement is negotiated.

The District reserves the right to make changes in areas not specifically outlined in the master agreement, after proper notification and consultation with the P.E.A.

This agreement may be reopened on any item during the term of the contract by mutual agreement of the parties.

The duties or responsibilities of any employee covered by this agreement will not be altered, increased or transferred to persons not covered by this Agreement.

SECTION 4: AGREEMENT COMPLIANCE

All individual employee contracts issued by the District shall be subject to and consistent with Washington state law and the terms and conditions of this Agreement. If the individual employee contract contains language inconsistent with this Agreement, this Agreement for the period of its duration shall be controlling.

All supplemental contracts will be issued apart from individual employee contracts and shall not be in conflict with the terms and conditions of this agreement.

SECTION 5: DUES DEDUCTIONS

1) Prescott Education Association (PEA) shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in PEA, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the Business Office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.

2) The Association will indemnify, defend and hold the District harmless against any claim made or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision, provided such error has been brought to the attention of the Association within one year of the erroneous payment. In the event of any suits against the District relative to dues, the District shall be entitled to select its own attorney(s).

3) Substitutes may become a member of the Association. The rate of dues shall be 1/180 of their daily rate.

4) The District shall remit all dues to the Association on the first working day of each month. For June, the fees shall be paid to the Association on or before June 30 of the current contract year.

SECTION 6: AGREEMENT ADMINISTRATION

The administration of this Agreement may require meetings between the Association President and the Superintendent or his designee(s). When either party formally requests in writing such a meeting, it must be held within fifteen (15) calendar days of the receipt of the written request. This procedure does not preclude informal discussions.

SECTION 7: CONFORMITY TO LAW

This Agreement shall be governed and interpreted according to the Constitution and laws of the State of Washington. If any provision of the Agreement or application of this Agreement to any certificated employee or group of certificated employees shall be found contrary to law by a court of competent jurisdiction or act of the Legislature, then such provision or application shall have effect only to the extent permitted by law, and other provisions or applications shall continue in full force and effect.

In the event a provision(s) is/are determined to be contrary to law as stated above, such provision(s) shall be renegotiated.

If during the life of this Agreement, any of its provisions are found invalid by a court of law and subsequently becomes lawful by an act of the Legislature, the legislative action shall determine its inclusion in the Agreement.

SECTION 8: DISTRIBUTION OF THE AGREEMENT

Within thirty (30) days following ratification and signing of this Agreement, the District shall produce the final text of the Agreement. Both parties shall retain electronic copies for their own files. The District and the Association shall verify changes to the Agreement and the District will have ten (10) working days to complete the printing of the Agreement. The District shall provide two signed copies of the Agreement to the Association.

The Association may purchase additional copies from the District at a reasonable cost not to exceed the cost of reproducing copies. The Association shall have the responsibility to distribute copies of said Agreement to the certificated employees represented by the Association.

A copy of this Agreement will be made available for inspection at the District office for any applicant for a teaching position.

Copies of the current negotiated agreement will be made available in the district office and on the district website.

ARTICLE II – BUSINESS

SECTION 1: ASSOCIATION RIGHTS

A) The Association shall have the right to use school district buildings for the purpose of having meetings and transacting business, provided that such meetings do not interfere with the District education programs and occur during non-contracted time periods. The Association shall reimburse the District for any extra custodial costs resulting from the use of such buildings. Association meetings shall not conflict with other pre-scheduled meetings for the facility requested and shall be scheduled through the building administrator. Meetings held during the non-student contract days shall be scheduled at times mutually agreed upon by the Association and the Superintendent.

B) The Association shall have the right to post notices of Association activities and business in faculty lounges, provided that all such communications shall be identified as Association communications and signed by the building representative or the Association president.

C) The following items will be made available to the Association within 10 days of the request or creation of the document, whichever occurs later: approved annual budget, regularly scheduled board meeting agendas, approved board meeting minutes and

policy updates. A digital copy of the unapproved minutes (draft) from the regularly scheduled board meetings will be available upon completion and placed in a folder on the server for review.

The district will make available to the Association all documents and records which are public records and which are required to be in the District records, upon written request to the Superintendent, provided that the productions of said records do not violate the rights of an individual as prescribed by law. The Association shall reimburse the District for cost of reproduction at a rate per page customarily charged by the District for the reproduction of documents. All such documents and records shall be provided within five (5) working days, if possible.

D) The Association representatives shall be permitted access to the District building and certificated employees for the purpose of conducting Association business, provided that they report to the building administrator or designee upon their arrival. Such access shall be permitted during the regular teacher work day, provided such access does not interrupt the instructional program.

E) The Association shall have the right to use intra-district mail service, E-mail, and staff mailboxes for communication purposes with their members. Such use by the Association will not violate Public Disclosure Commission rules.

F) The Association may use District computers, copy machines, calculators and audio-visual equipment in connection with Association meetings, provided arrangements for use are made through the building administrator or his designee, and the use is confined to the building in which the equipment is located. The Association shall be responsible for returning the equipment to its proper point of storage after such use. The Association shall provide its own materials or fully reimburse the District for expendable supplies consumed, and shall reimburse the District for damage resulting from such use.

G) A representative duly authorized in writing by the Association president who participates during work hours in grievance proceedings, official meetings with representatives of District, shall suffer no loss of pay provided the time and duration of such participation is mutually agreed upon by the Association president and the Superintendent. In-house coverage preapproved by the building principal would be provided by Association members for employees using up to one-half (1/2) day leave. PEA and the District will equally share the cost of the substitute in the event an employee needs to be gone the full day.

H) The District shall provide to the Association, upon request, on the first contract day and 90th student day, a semiannual updated list of accumulated days of sick

leave accrued to each certificated employee, plus an accounting of all other leave days available and used by each certificated employee.

I) The District shall place on the agenda of all regular directors' meetings, a section entitled "Association Report". At that time, the Association or its representative may present matters for Board consideration. An agenda of all matters to be presented shall be given in writing to the Superintendent forty-eight (48) hours prior to said board meeting. Only the Association representative shall speak for the Association. By October 1 - PEA shall notify the Superintendent and the School Board who the official PEA representatives are for the school year.

J) Each certificated employee shall be budgeted \$ 300.00 per school year for discretionary classroom needs (discretionary funds). Each request shall be submitted to the principal for approval.

In February of each budget year, each employee shall have the right to request a written accounting of his approved instructional budget including a report on expenditures for incidental classroom needs.

K) Up to twelve (12) days of leave shall be available each school year to the Association for matters stemming from or relating to the local bargaining relationship, including conferences and negotiations with the employer, contract administration and maintenance, investigation of grievances, preparation for and participation in grievance arbitration hearings, representation of the Association at the Washington Education Association Representative Assembly and attendance at workshops or other activities concerning labor relations and/or legislation related to wages, hours, terms and conditions of employment of educational employees. It is understood that the PEA and the PSD would agree to work together if there is a need for additional Association leave days.

Those eligible for such leave would be the local education Association president or any member(s) who is duly authorized by the Association president. The Association shall pay the cost of the substitute if the District actually hires a substitute.

L) The district will provide the Association access to new members during the new employee orientation day or at another time mutually agreed to by the employer and the association. No employee may be mandated to attend the meetings or presentations. This meeting must occur within ninety days of the employees start date within the bargaining unit. Access will be provided for no less than thirty minutes. The access shall occur during the new employees regular work hours at the employee's regular worksite.

M) If the district holds or co-sponsors a benefit fair, the Association will be given notice in advance within a reasonable amount of time and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.

N) The district shall furnish the Association the following of all bargaining unit employees--name, assignment, work site, FTE, and salary schedule placement by the first day of school. Additionally, the district shall, provide the Association with a list of the names of newly hired employees, and their contact information including the name, assignment, work site, FTE, salary schedule placement within three (3) days of board approval.

SECTION 2: DISTRICT/CITIZEN ADVISORY COMMITTEE

A) The Association may represent teachers of the District on committees formed by the Board. The Association shall request in writing the opportunity to appoint a representative to any such Board-formed committee.

SECTION 3: MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and of the United States.

The management of the business of the District, including the establishment of educational programs, the direction of employees and the adoption and implementation of rules, regulations and policies necessary to conduct the business of the District, is the right and responsibility of the Board of Directors, provided that the same shall not be exercised in a manner which shall conflict with the provisions of this Agreement related to wages, hours, terms and conditions of employment and employee benefits.

ARTICLE III - PERSONNEL

SECTION 1: EMPLOYMENT OF CERTIFICATED EMPLOYEES

The District shall employ only those who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the Office of the State Superintendent of Public Instruction. All certificated employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the

Agreement. Aides, under the supervision of a teacher, may perform instructional duties.

SECTION 2: LAYOFF AND RECALL

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 demonstrated economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.

B) In the event of layoff, the District shall provide written notice to all affected employees, either by certified letter or hand delivery, on or before May 15 of the school year following which layoff would occur.

C) In the event that the District anticipates a layoff of employees, the District will notify the Association immediately following the regularly scheduled April Board Meeting and shall provide the Association with a detailed report on the financial affairs of the District upon request.

D) Layoff shall be by seniority first and qualifications second. Seniority is defined as length of service in public or private schools accredited within the State of Washington (S-275 report). Less than full year working experience shall be computed as the actual number of days employed by a district(s) as a full-time employee or as a long-term substitute.

Qualification(s) is defined as state or federally required certification or endorsement, experience within the subject area (7-12) or within the P-6 grade levels, and number of additional credits or clock hours.

E) By January 30 of each school year the District will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority. It shall be the responsibility of each employee to verify his seniority ranking and promptly to report any dispute thereof in writing to the Association and the District. Each employee who, within thirty (30) calendar days after posting, fails to notify the Association and the District that a dispute exists regarding his seniority ranking as posted, shall be presumed to have concurred with the seniority ranking ascribed to such employee on the posted list.

F) If no dispute(s) is reported, or when the parties resolve the dispute(s), the finalized list shall be posted in the staff lounge and be provided to the Association forthwith. Such list shall include all corrections, deletions and additions of personnel or their seniority ranking for the school year and shall be the only list used for layoff and recall purposes resulting from that school year. Service and academic credits accrued after the posting of the final list shall not be used to alter the employees' seniority ranking until the ensuing year.

G) In no event shall personnel outside the bargaining unit be included on the seniority list nor will the District add such personnel to the seniority list in the event of layoff. No employee outside the bargaining unit shall be reassigned to a position within the bargaining unit.

H) In the event of more than one individual employee having the same seniority ranking after applying the above provisions, all employees so affected `` will be ranked in accordance with the following `` ranked criteria to break ties:

District Seniority Drawing lots

I) The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing of lots. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

J) Layoff Procedure: In the event it becomes necessary to layoff employees, the following procedure will be implemented:

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

Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position such that working assignments requiring special certification or endorsement by state or federal regulations shall be filled with employees currently holding such special certificates or endorsements.

Employees currently assigned in full-time positions shall be first assigned to any available full-time positions consistent with their individual seniority and shall not be obligated to any part-time position, but may choose to accept such a position on a voluntary basis.

If a part-time position is available, employees currently assigned in part-time positions shall be assigned to part-time positions only consistent with their individual seniority provided no part-time employee with less seniority shall be assigned to any part-time position unless such a portion is declined by all employees (full and part-time) with greater seniority.

In the event an employee is assigned outside his major area as a result of layoff, the annual evaluations of employees so affected shall bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of their major area.

Individual employees not slotted into a position will be notified of layoff in accordance with aforementioned provisions of this Article, and will be recalled as positions become available.

K) A laid-off employee shall be considered to have employment status with the District until the closing of the following school year, or until he/she submits written resignation.

Recall Procedure: In the event that additional pupils enroll in the District or additional revenues become available, the District shall first recall all employees in the bargaining unit who have been laid off before the District employs or assigns any additional personnel to fill assignments. Employees on layoff shall first be recalled by seniority provided that vacant positions requiring special certification or endorsement by state or federal regulations will be filled by employees holding that certificate or endorsement.

Full-time employees shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position.

The District shall give written notice of recall from layoff by sending a registered or certified letter, or by hand delivery to said employee, at his last known address. It shall be the responsibility of each employee to notify the District of any change in address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.

Any employee so notified shall respond within seven (7) business days from receipt of said notice where the employee accepts or rejects the position. If an employee rejects a position for which he or she is certificated, and such position is offered consistent with the aforementioned provisions of this Article, the employee shall be considered to have resigned from the employ of the District.

Employees will remain in the layoff pool for one year and be given priority for substitute work when available.

Upon the request of the employee, the district will make provision for the continuance of an employee's medical benefits through participation in COBRA.

SECTION 3: EMPLOYEE RIGHTS

A) NON-DISCRIMINATION

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status or the presence of any sensory, mental or physical handicap except as required by law.

Employees shall have the right to self-organization and to join and assist the Association to bargain collectively. The District shall not discipline or discriminate against any employee(s) by reason of membership in the Association, or participation in any grievance, complaint or proceeding under this Agreement.

The employee(s) shall be entitled to full rights of citizenship. The private and personal life of an employee is not within the appropriate concern or attention of the District except as it affects the individual's effectiveness in the performance of his duties.

Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under applicable laws and regulations. These rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

The Association President shall promptly be notified by the District of any disciplinary actions or investigations of any bargaining unit member. The Association shall have the right to have a representative at all meetings pertaining to disciplinary actions.

B) DUE PROCESS

1) No employee shall be disciplined without sufficient and just cause (Notice, Reasonable Rule or Order, Investigation, Fair Investigation, Proof, Equal Treatment and Penalty).

2) The District will follow a policy of progressive discipline which may include: verbal warning, written reprimand, last chance notice, or discharge. Notwithstanding, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action and, accordingly, may not require use of progressive steps.

3) All complaints or concerns about certificated employees which are expressed to any administrator(s), or Board member, by a parent, student, or other person(s), shall

be brought to the attention of that employee within five (5) working days. The complainant will be identified to the employee.

4) Any complaint not called to the attention of the employee within five (5) working days may not be used as the basis for any disciplinary action against the employee. No such complaint may be used against an employee for any purpose whatsoever unless the employee has signed a written record indicating he/she received notice of the complaint.

5) Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.

6) 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, but in no event more than five (5) working days from the request of the administrator for such a meeting. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing prior to the action being taken. An employee shall be entitled to present evidence supporting his position.

7) Any employee subject to a disciplinary action shall be advised of the basis for such action. The basis of the disciplinary action shall be reduced to writing with a copy delivered to the employee, when appropriate.

8) In the event an Employee receives a notice of discharge or notice of non-renewal of contract, said employee may only challenge such notice by filing an appeal through the statutory process.

SECTION 4: ACADEMIC FREEDOM

All certificated employees shall enjoy the right to pursue academic study and investigation free from interference and restraint including freedom from surveillance by surreptitious means. Certificated employees shall present instructional material and interpret facts and ideas within the approved instructional program and curriculum. Certificated employees shall present all facts of controversial issues in a reasonable and prudent manner and shall make every effort to present all points of view and provide an opportunity for exploration of all aspects of the issues. Certificated employees have the freedom to teach/present their assigned curriculum using their professional judgment without interference. Bargaining unit members have

professional discretion when teaching assigned curriculums provided it does not have a significant impact on pre-determined schedules such as para educator time, recess and lunch time.

SECTION 5: GRIEVANCE PROCEDURE

A) DEFINITIONS

A "grievant" shall mean: an employee or group of employees included in the bargaining unit or the Association filing a grievance.

A "grievance" shall mean any claim of an alleged violation, misinterpretation, or misapplication of the terms of this agreement or a violation of Board Policies or practices or a claim that an employee or a group of employees has not been fairly or equitably treated.

Whenever "day" or "days" are mentioned herein, they shall refer to school days during the school term and weekdays (exclusive of Saturday, Sunday and Holidays) during the summer recess, unless a different meaning is clearly indicated.

B) RIGHTS OF REPRESENTATION:

At least one (1) Association representative of the employee's choice shall be present for any meetings, hearings, appeals or other proceeding relating to a grievance which has been formally presented.

If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate such grievance in writing to the Superintendent directly, and the grievance process shall commence at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

The Association on its own may continue and submit to arbitration any grievance(s), filed and later dropped by a grievant, providing that the grievance involves the application or interpretation of this Agreement.

C) INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the administration and to have the problem adjusted without the intervention of the Association. Such disposition must be consistent with the terms of this Agreement.

Grievance's may be represented at all stages of the grievance procedure by themselves, or by an Association representative selected by the Association. However, the Association has the exclusive right to determine who will represent the grievant at Arbitration. The Association representative shall have the right to be present and to state its views at all stages of the grievance procedure.

The Association shall be notified in writing as to the disposition of any grievance and the disposition shall not be inconsistent with the terms of this Agreement.

D) PROCEDURE

STEP 1) The grievance shall be started by delivering a form, or similarly formatted form, (Appendix A1 - A) to the building principal. A grievance must be filed within twenty (20) days of the disputed action. Failure to do so will result in the grievance being dismissed with no further action allowed unless both parties agree to waive the timelines.

Within ten (10) school days of receipt of the written grievance, the principal shall meet with no more than three (3) representatives of the Association unless mutually agreed to by both parties, in an effort to resolve the grievance. The principal shall indicate the disposition of the grievance in writing (Appendix A1 - B or similarly formatted form) within twenty (20) days after the meeting and furnish a copy to the Association.

STEP 2) If the grievant or the Association is not satisfied with the disposition of the grievance, the grievant will within ten (10) days from the date of the receipt of the principal's response, refer the grievance to the Superintendent. The Superintendent will have ten (10) days to provide a written decision together with reasons for the decision to the Association.

STEP 3) If the grievant or Association is not satisfied with the disposition of the grievance, it shall be referred to the Board of Directors, within ten (10) days of the receipt of the Superintendent's response. The Board, at its next regular meeting, shall meet with the parties involved (Association member or representative and Superintendent and/or Principal). The Board's decision shall be delivered to the grievant or Association within ten (10) days. That written decision shall include reasons.

STEP 4) BINDING ARBITRATION

a) If the Association is not satisfied with the Board's decision, or if no decision has been made within six (6) school days, the grievance, only at the option of the Association shall be submitted to an impartial arbitrator.

b) Within twenty (20) school days of receipt (or lack of receipt) of the Board's written decision, the Association shall exercise its right of arbitration by giving the Superintendent and Board written notice of its intention to arbitrate.

c) The arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall separately select and numerically rank in order of preference with one being the highest, and five being the lowest, the names of five (5) arbitrators from the list. The numerical ranks assigned to the arbitrator(s) common to both lists, shall be added together. The arbitrator with the lowest sum will be selected. The selected name shall be returned to the appropriate agency as the final selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

d) 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.

e) 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 have the authority to rule on any and all questions of arbitrability.

The arbitrator shall have authority to make decisions and to provide appropriate remedies on all provisions of this Agreement, consistent with existing statutes.

The arbitrator's decision shall be binding on both parties.

f) The arbitrator's award shall be submitted in writing to the parties within thirty (30) days of the close of the hearing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

g) Grievance and Arbitration Hearings: All grievance hearings shall be heard during the regular work day at a reasonable time and place, and teachers involved

as witnesses or grievant(s) shall attend without loss of salary or other benefits during the time period the witness is traveling to and from the hearing and is testifying.

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.

E) COOPERATION OF BOARD AND ADMINISTRATION

The Board and the administration will cooperate with the Association in its investigation of any grievance and will furnish the Association with relevant information requested. The Association shall furnish relevant information requested by the District.

F) NO REPRISALS

No reprisals of any kind will be taken by the Board or the school administration against any teachers because of their participation in any grievance. The Association will not engage in acts of unprofessional conduct against the administration, teachers, or any other parties in a grievance procedure.

G) TIME LIMITS

Failure of the District to meet a timeline required by this procedure will allow the Association to move the grievance along to the next level, as if the grievance had been denied. Failure of the Association or Grievant to meet a timeline required by this procedure will declare the grievance as settled based upon the last answer provided. The time limits as specified may be extended by written mutual concurrence of the parties.

H) GRIEVANCE FILES

All grievance hearings shall be confidential. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

SECTION 6: PERSONNEL FILES

A) Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District, as well as written employment references when leaving the District. Upon request one (1) copy of any

document contained therein shall be afforded the employee at District expense. No secret, duplicate, alternate or other personnel files shall be kept anywhere within the District. The Superintendent or his designee will release the employee's personnel file upon request of the employee. A personnel file entry log shall be kept that specifies all dates of document entry/removal and the identities of the document(s) and the person(s) entering/removing document(s) in the evaluation section only.

B) No evaluation, correspondence or other material making reference to an employee's or former employee's competence, character or manner shall be kept or placed in the employee's personnel file without the employee having received copies prior to placement in the personnel file. The employee has the exclusive right to place a written response to such material in his file which shall be attached to the said material for as long as the material is kept on file. Such response shall be within twenty-five (25) days of receipt of the copy of materials placed in the file.

C) The inclusion of all information forming the basis for any reprimand, warning, discipline or adverse effect shall be limited to a period of two (2) years after its placement in the employee's personnel file, except when needed to establish a long term pattern of employee misconduct in the following areas: Sexual harassment, hostile work environment, and insubordination.

D) Upon written request by the employee, the Superintendent or his official designee and the employee shall sign two (2) inventory sheets to verify the contents of the employee's personnel file at the time of inspection by said employee. (See Appendix B) One (1) copy shall remain in the employee's personnel file and one (1) copy shall be given to the employee.

E) Supervisors may maintain a working file for the current year. Materials not transferred to the permanent personnel file must be discarded by July 31. Materials not discarded or transferred in accordance with this section may not be used in any manner derogatory to the employee's interests. Employees have the right to inspect and copy the working file at any time during office hours. Employees may attach a response to any document in their working file, under the same conditions that apply to their personnel file.

SECTION 7: EVALUATION PROCEDURES FOR NON TPEP (SPECIALISTS)

A) GENERAL STATEMENT

The evaluation of professional performance in the District is an important process in the continuing improvement of the education program. The evaluation procedure shall recognize high levels of performance and encourage improvement in specific

identifiable areas through the systematic assessment of performance and the instructional program. This evaluation procedure is designed to provide a basis for planning professional growth and development. A positive attitude on the part of the administration, the evaluator and the employee is important to develop and maintain an effective evaluation program.

B) EVALUATION CRITERIA

Below are listed the eight evaluative criteria to be used by the principal to evaluate employees. Following each criterion are listed several indicators of meeting the criterion.

While it is recognized that those indicators may not be all inclusive and that other prudent constructive suggestions may occasionally be necessary, continual addition or deletion of these guidelines in the evaluation of an employee would be a misinterpretation of this document. Additional criteria and indicators may be added to the list of criterion/indicators only by mutual consent of the Association and the District.

C) INDICATORS

1) CRITERION 1: INSTRUCTIONAL SKILL

The teacher demonstrates a program of study for students and employs a variety of instructional techniques which meet the individual needs, interests and abilities of students and:

- a. Provides for student critical thinking
- b. Provides for student creativity
- c. Provides for a variety of educational experiences that are appropriate for meeting stated objectives
- d. Demonstrates knowledge of principles of learning by using a variety of methods of instruction.
- e. Assesses student accomplishments on a regular basis and provides reports of student progress, as required.
- f. Guides the learning process in the achievement of District-adopted curriculum goals and objectives.

2) CRITERION 2: CLASSROOM MANAGEMENT

The teacher demonstrates the ability to control the physical and human climate in an educational setting to allow for a climate conducive to learning and:

- a. Organizes the daily routine of the classroom for optimal use of materials and time,
- b. Models correct classroom behavior,
- c. Selects appropriate displays, bulletin boards, seating arrangements, etc. which facilitate learning,
- d. Provides for student participation in classroom activities.

3) CRITERION 3: PROFESSIONAL PREPARATION AND SCHOLARSHIP

The teacher has made a commitment to education as a profession and has continued the process of self-preparation to teach and:

- a. Has current knowledge of subject matter and pedagogical skills,
- b. Continues to develop professional skills via in-service, summer school, workshops, seminars, clinics, etc.

4) CRITERION 4: EFFORT TOWARD IMPROVEMENT WHEN NEEDED

The teacher demonstrates a desire to improve his ability to teach and:

- a. Demonstrates attempts to improve as per recommendations on annual observations or evaluations
- b. Develops a plan for continued education and training.

5) CRITERION 5: HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The teacher demonstrates the ability to manage the human dynamics of the classroom and:

- a. Recognizes and corrects conditions which may lead to discipline problems,
- b. Establishes ground rules for classroom behavior,
- c. Has a variety of methods to handle discipline problems,
- d. Follows state law, school board policy and administrative guidelines when resolving discipline problems,
- e. Handles and processes student behavior problems in a fair and consistent fashion,
- f. Assists students toward self-discipline and correct school behavior,
- g. Assumes responsibility for student discipline outside the classroom during the school day.

6) CRITERION 6: INTEREST IN TEACHING PUPILS

The teacher displays a real interest and enthusiasm for teaching and:

- a. Demonstrates an interest in students by developing a working relationship with pupils and parents.
- b. Actively works to involve parents in the learning process by making regular and routine contact with them.

7) CRITERION 7: KNOWLEDGE OF SUBJECT MATTER

The teacher demonstrates a working knowledge of theory and content in general education and specific subject matter and:

- a. Keeps abreast of new developments and ideas in subject matters,
- b. Can supplement general textbook information with more detailed information,
- c. Continues to read, evaluate and re-think in specific subject areas.

8) CRITERION 8: PLANNING AND CLASSROOM PREPARATION

The teacher demonstrates the ability to make and implement long and short-range plans and,

- a. Maintains a daily lesson plan book and appropriate documentation,
- b. Designs units, master or topic plans that are directional,
- c. The teacher incorporates the Essential Academic Learning Requirements objectives into their lesson and unit plans.

D) PROCEDURE

The building principal/or assistant principal shall have the responsibility for evaluation of employees under his supervision. Evaluations of employees shall be conducted in accordance with the procedures set forth herein. It shall be the responsibility of the principal/authorized employee to evaluate all employees assigned to the school building. Each employee shall have an opportunity to meet individually with the evaluator prior to the first observation. The employee and/or evaluator may determine two (2) objectives for the employee prior to such meeting.

- 1) An itinerant employee (For the purposes of this Agreement - itinerant employee shall refer to a certificated person who teaches at both the elementary and high school levels) shall be evaluated by one (1)

administratively appointed principal for whom the itinerant employee serves. All other principals that are served by this itinerant employee shall provide input into the employee's evaluation.

- 2) If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date, whenever possible.

E) REQUIRED OBSERVATIONS

Employees shall be observed for the purpose of evaluation at least two (2) times in the performance of their teaching assignment during the school year. One of the two required observations shall be at least thirty (30) minutes in length and the total of all observations shall not be less than sixty (60) minutes. A thirty (30) minute observation shall be predetermined by the evaluator and the employee at least one (1) workday in advance of the observation. All employees shall be observed at least once for a total observation time of thirty (30) minutes by December 1 of each school year. In the event the employee or evaluator is not present near December 1st and the evaluation timeline becomes impossible, it shall be completed as soon as possible thereafter. Following such observation, the evaluator shall promptly document the results of the observation in writing on Classroom Observation Form (see Appendix C1-C5) and shall provide the employee with a copy thereof and meet to discuss within three (3) working days after such a report is prepared, and in no case later than five (5) working days after the observation, unless otherwise agreed upon by the employee and administrator.

F) OBSERVATION LIMITATIONS

Observations shall not be conducted at the following times, unless mutually predetermined:

- 1) The first week of the school year

G) UNSATISFACTORY PERFORMANCE

If the instructional performance is considered unsatisfactory during the observation, the following steps will be taken within ten (10) working days:

- 1) A conference will be held between the observer and the employee involved outlining the specific deficiencies together with specific recommendations for improvement. All deficiencies and recommendations made shall be in clear and concise written or typed form and given to the employee within five (5) days of the conference.

2) An employee must have two (2) observations prior to being placed on probation.

3) If the teacher's performance remains unsatisfactory, he/she may be placed on probation after October 15th, but prior to February 1st.

H) EVALUATION DISCUSSION

After discussing the evaluation with the employee, the evaluation will be signed and dated by both the evaluator and the employee. The signature of the employee signifies only that the employee has read the written evaluation. The teacher does not waive any right to due process, to appeal, to grievance and the signature does not in any way signify agreement with the evaluation. The employee being evaluated has the exclusive right to include a written statement as an addendum to the evaluation form, if it is so desired, within five (5) working days of the evaluation conference. The teacher may request an additional conference with the evaluator to review the evaluation in the presence of an association representative.

I) EVALUATION REPORT FORMS

Two copies of the evaluation form (C1-C5) are to be prepared by the administrator. The original evaluation form with any employee addendum will be submitted to the Superintendent or his District office certificated designee for review. This original copy will be filed in the employee's personnel file. The second copy with any addendum is to be delivered to the employee at the close of the final conference.

One (1) copy each will be distributed to the proper office or individual within five (5) school days after the administrative evaluator and the employee have officially signed the document. Final evaluation reports shall be completed no later than May 15th.

(J) PROVISIONAL STATUS

The length of time that a certificated employee is subject to nonrenewal of employment contract is three years. Probation is not a required for provisional employees.

A district superintendent may remove an employee from provisional status if the employee has received a distinguished rating during the first or second year of employment by the District. Any removal from provisional status is left to the sole discretion of the Superintendent and shall not be subject to appeal or grievance.

SECTION 8: EVALUATION PROCEDURES FOR TPEP (CLASSROOM)

A) CLASSROOM TEACHER EVALUATION DEFINITIONS

"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).

"Certificated support personnel" and "certificate support person" mean a certificated employee who provides services to students and holds one or more of the educational staff associate certificates pursuant to WAC 181-79A-140(5), such as: counselors and school psychologists. These bargaining unit members will remain under the previous evaluation system, as defined in another section of this agreement.

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

Component shall mean one of the 22 areas that make up each of Danielson's four domains.

Evaluator shall mean a certificated administrator who has been trained in observation, evaluation, inter-rater reliability, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator assists the teacher by providing training or suggestions for growth.

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.

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. It should be gathered from the normal course of employment. Documentation related to students and parents may be used as evidence.

Not Satisfactory shall mean:

Level 1: Unsatisfactory - Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

Level 2: Basic- If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 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.

Student Growth shall mean the change in student achievement between two points in time within the current school year.

Student Growth Data means relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools. The teacher can offer additional assessments to be used to demonstrate growth.

B) STATE CRITERIA, FRAMEWORK, AND SCORING

a) The state evaluation criteria are:

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

b) Instructional Framework

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

C. Summative Performance Scoring

If the evaluator and teacher cannot agree on a final summative score that would be unsatisfactory to basic or basic to proficient the teacher may request an alternative evaluator from the district or ESD to analyze the evidence using the rubric with cost split equally between the district and association.

The overall summative score is determined as follows:

1. The performance rating for each of the eight (8) state evaluation criteria is determined by combining the component score(s) and the student growth scores for criteria 3, 6, and 8.
2. Evaluators add up the raw score on these criteria and the employee is given a score of Unsatisfactory, Basic, Proficient or Distinguished based on the scores below:

8-14—Unsatisfactory

15-21—Basic

22-28—Proficient

29-32—Distinguished

3. There are five (5) components designated as student growth components embedded in the instructional framework. These components are in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

5-12—Low

13-17—Average

18-20—High

c) Low student growth rating

If a teacher receives a 4 (Distinguished) summative score and a Low student growth score, they must be automatically moved to the 3 (Proficient) level for their summative score. If a teacher receives a 1-unsatisfactory on any of the three student growth components, it will trigger the student growth inquiry plan. WAC 392-191A-100 which currently reads, but will be changed as updated.

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

Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;

Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;

Create and implement a professional development plan to address student growth areas.

C) PROFESSIONAL DEVELOPMENT

New employees will have the opportunity to have training on the evaluation system during new teacher orientation.

The Evaluative Criteria, Procedures and Forms will be distributed and explained to all employees in a general meeting at the building level prior to the first observation and evaluation on or before Sept. 30. An employee newly assigned to a building must have the evaluation tool explained before an observation and evaluation occur.
<http://tpep-wa.org/>

D) PROCEDURAL COMPONENTS OF EVALUATION

1) COMPREHENSIVE EVALUATION

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four years.

2) COMPREHENSIVE EVALUATION TIMELINE

a) Pre-Observation Conference:

1. The pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

2. During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes

b) Formal Observations:

1. The first of at least two (2) prearranged formal observation for each employees shall be conducted. The teacher may request additional observations. The total annual observation time cannot be less than sixth (60) minutes. Any formal observations hall not be less than 30 minutes in length. First year provisional employees must be observed at least three (3) times. The total observation time for the school year must not be less than ninety (90) minutes. New employees must be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar day of the new employee's employment period.

2. Observations will be on a mutually agreeable date to the teacher and evaluator.

3. The evaluator will document all formal observation using the rubric and provide copies to the employee within three (3) days after such report is prepared.

4. The final formal observation shall occur prior to May 1st. All observations shall be conducted openly. Audio or video recordings may not be made without the knowledge and consent of the teacher and evaluator..

c) Post Observation Conference

1. The post observation conference between the evaluator and teacher will be held no later than ten (10) working days after the formal observation is prepared.

2. The purpose of the post observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.

3. If there is an area of concern, the evaluator will identify specific concerns for the applicable component and provide possible solutions to remedy the concern in writing on the post observation form. At this time, the teacher has the right to provide additional evidence for each component to be scored.

d) Additional Considerations for Comprehensive Evaluations

1. The evaluator can conduct planned and unplanned observations. Observations do not have to be in the classroom. For example, Departmental Meetings and other work time may be used for observations. Observations may be documented in writing and, if documented, shared with the Employee within three days after such report is prepared. Any time after an observation, the Employee may request a post observation.
2. All of the provisional and probationary employees (once placed on probation) will be evaluated under the Comprehensive Evaluation Process. Additionally, classroom teachers, as defined above, shall be evaluated under the Comprehensive Evaluation Process once every four year.

3) FINAL SUMMATIVE EVALUATION CONFERENCE

No later than May 10th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.

1. The teacher has the right to submit evidence for each criterion, but such evidence shall be submitted at least 15 days before the final evaluation meeting or by May 1, whichever occurs first, in order to give the evaluator sufficient time to review and consider the evidence prior to the final evaluation conference.
2. At the conclusion of the Final Summative Evaluation cycle a new Final Summative Evaluation cycle will begin.
3. If the evaluator assigns a continuing teacher a final summative score below Proficient, the evaluator must justify the score by comparing the evidence (or lack thereof) to the rubric for each criterion scored Basic or Unsatisfactory.
4. The teacher and administrator will sign the Final Summative Evaluation Report and any observation reports.
5. The teacher will sign the District's copy of the Final Summative Evaluation Report and any observation reports to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report.

6. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

4) FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they may request to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation.

If the employee received a Level 3 (proficient) or Level 4 (distinguished) on the prior year's Comprehensive Evaluation, the employee will be deemed either proficient or distinguished. This is to encourage teachers to address areas of challenge during the Focused evaluation process.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur by December 15th.

1. The criterion area to be evaluated shall be proposed by the teacher and approved by the evaluator during the goal-setting conference.
2. If the employee chooses criterion 3, 6, or 8, they must complete the corresponding student growth components.
3. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
4. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.
5. The score received on the selected criterion is the score assigned as the final summative score.
6. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

Additional Considerations for Focused Evaluation

1. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6. While there is no student growth impact rating for criterion 1, 2, 4, 5, or 7 a rating of 1 on any student growth rubric will trigger a student growth inquiry process.

5) COMPREHENSIVE AND FOCUSED EVALUATION GUIDELINE

1. Teacher will complete the self-assessment form and share it with the supervisor the first quarter of the school year.
2. Student growth goals will be completed the first quarter of the school year.
3. Student growth summary will be due to the supervisor on or before May 1.
4. Final observation will be completed-around May 1

SECTION 9: PROBATIONARY PROCEDURE

A) GENERAL STATEMENT

The probationary procedure as set forth herein shall provide a continuing contract employee with assistance through consulting, counseling and providing other resources as may be utilized in the improvement of performance relating to the instructional program. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his area(s) of deficiency. If it becomes necessary to place an employee on probation, such action shall be in accordance with the Evaluation Procedure. Such probationary period shall be after Oct. 15th and prior to February 1 for a period of sixty school days, per RCW 28A.405.210.

B) PROCEDURE

The recommendation for probation must be made in writing and a copy of the recommendation must be sent to the employee prior to the probationary period.

C) ESTABLISHMENT OF PROBATIONARY PERIOD

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee on probationary status beginning no sooner than Oct. 15th. The probationary period shall be for sixty school days, per the RCW. On or before being placed on probation the employee will be given written notification of the following:

- 1) A statement of the problem in terms of instructional deficiency as related to the evaluation criteria.
- 2) A program for assistance by the principal which spells out courses of action, including a statement containing some specific guidelines, whereby the employee will be assisted and counseled in improving his performance to an acceptable level.

The principal or assistant principal will be responsible for supervising the probation. The principal or assistant principal may ask for help from the Superintendent or his designee to supervise the probation.

During the probationary period, the principal or authorized employee shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. A copy shall be furnished to the employee.

The probationary employee may be removed from probation at any time if he has demonstrated improvement to the satisfaction of the Superintendent in those areas specifically detailed in the employee's notice of probation.

D) SUPERVISOR'S POST-PROBATION REPORT

Unless the probationary employee has previously been removed from probation, the principal shall submit a written report to the Superintendent and the employee at the end of the probationary period. This report shall identify whether the performance of the probationary employee has improved and shall set forth one of the following recommendations for further action.

- 1) Removal of the probationary status.
- 2) Removal of the probationary status if accompanied by a letter identifying other areas where further improvement is required.
- 3) To non-renew where further improvement is required.

E) ACTION BY THE SUPERINTENDENT

Following a review of any report submitted pursuant to the Supervisor's post-probation report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determinations. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the

Superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A.405.210

F) PROVISIONAL EMPLOYEES

Provisional employees shall be subject to the terms in RCW 28A.405.220.

SECTION 9: STAFF PROTECTION

A) The District shall purchase liability insurance in the amount of \$250,000 per occurrence as part of its insurance package to provide employees liability protection while they are acting within the scope of their duties as teachers, whether such duties were expressed in the employment contract or implied because of the nature of the employment, whether such duties were performed during the regular duty hours or for extra-curricular activities outside the regular duty hours.

B) Legal counsel shall be provided through insurance to any employee against whom a lawsuit is initiated, provided such employee at the time of the act or omission of which has been complained, was acting within the scope of his employment or under the direction of the District.

C) An employee who is threatened by a person(s) or group of persons while carrying out assigned duties shall immediately notify the Superintendent and the police. Appropriate precautionary steps will be taken.

D) In the event an employee has been physically disabled as determined by medical doctors because of an assault on his person which arose as a result of and/or in the course of employment duties, the District may grant the injured employee leave of absence with pay up to his full current year contract payment by a combination of labor and industries and /or social security disability payments plus payments from the District to make up the difference between the disability payments and the total amount the District would have otherwise paid.

E) Upon written request including verification of value (if possible) by the employee, the District shall reimburse the employee up to \$500 for replacement or repair of any clothing or accessories (excluding money) that have been damaged, destroyed or stolen during the course of employment provided that the employee exercised reasonable safeguards in protecting the personal belongings. Personal property used as classroom instructional aids shall be registered with and approved by the building principal each school year on a form available from the District if the employee is to be reimbursed for loss, damage or destruction of said property.

F) The District shall provide workers' compensation insurance coverage in accordance with appropriate state law.

SECTION 10: ASSIGNMENTS AND VACANCIES

A) When any certificated vacancy occurs within the District, the district agrees to solicit and utilize members of the Association (when available) in the interviewing process. Members chosen shall have input.

B) To assure that students are taught by teachers working within their areas of competence and/or specialties, employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grade levels and/or areas outside their teaching certification without consultation.

C) Employees shall be notified in writing no later than May 30 of any change in their teaching assignments for the ensuing school year.

D) If, after May 30, any curricular or extra-curricular assignment change is made, notification of such change shall be given to the affected employee no later than thirty (30) calendar days prior to the effective date of change. If any emergency change not covered by the above is required, the affected employee will be promptly consulted; and if possible, the employee's preference will be followed.

E) To assure a quality program is offered, only qualified employees will be assigned to perform any supplemental stipend duties as they are cited in the extra-curricular schedule criteria form.

F) To assure that certificated employees are given consideration in filling any positions which occur at any time within the District, the following procedures shall be used:

- 1) During the school year, the district shall advise all current certificated employees via email of any and all certificated vacancies in the district, five (5) days prior to advertising externally. District employees may submit a letter of interest to be considered for such vacancy or new position. Current employees will be considered finalists for any job they apply for provided they meet the stated requirements for the position.
- 2) Bargaining unit members who currently hold bargaining unit designated extra-curricular positions shall have first choice to retain the current assignment. Class advisors shall have the option to follow their classes. Bargaining unit co-

curricular positions shall be posted by May 1 and bargaining unit members shall have seven (7) working days thereafter to apply for such positions.

- 2) During the summer months, the District shall email all employees and will place the notice on the District website. Said notice shall set forth the qualifications for the position and the procedures for applying.
- 3) After due consideration of all factors, the District shall make every effort to fill vacancies and new positions with their present employees, whenever practical.
- 4) Each employee applying for a vacancy or newly created position shall be notified when the position is filled.

SECTION 11: VOLUNTARY AND INVOLUNTARY TRANSFER

A. Reassignments/Transfers:

1. By March 31st annually, the District will ask employees of their desired assignment for the subsequent year.
 - a) Employees who are to be administratively transferred or reassigned to another subject or grade level shall be notified by May 1.
 - b) In determining such assignments, the district will consider equally proficient and distinguished evaluations, qualifications, seniority, and employee interests.
 - c) Part-time employees with at least 0.4 FTE possess the same transfer rights as full time (1.0) FTE employees
2. If a position is not filled with a qualified in-building or in-district applicant, applicants may then be selected to fill the position from out-of-district.
3. Employees shall have access to information regarding available assignments in their building prior to placement of employees in those assignments for the subsequent year.

B. Qualified employees who desire a transfer to a **vacant position** shall be considered on the basis of the District's job announcement and selected before applicants from outside the Bargaining Unit, between the first contracted day and June 15th. An abbreviated interview process shall be used for current employees.

SECTION 12: CONTRACTS

A) Individual contracts or employment agreements with full-time certificated employees, represented by the Association, shall be on a standard form contract conforming to state law and regulation, shall not conflict with the terms and

conditions of this Agreement, and shall indicate that they are subject to the terms of this Agreement in existence or as changed through future negotiations or written understandings between the parties. If any such contract is inconsistent with or is in conflict with the terms of this Agreement, the terms and conditions of this Agreement shall be controlling during the term of this Agreement. The affected employee shall receive a copy of the Contract, and be required to sign and return the contract within 10 days of issuance, or by the last day of the school year, whichever is later, to preserve the Employee's continuing contract rights.

B) Supplemental contracts for co-curricular and special assignments for employees represented by the Association shall identify the parties, the purpose of the contract or assignment and rate of compensation. Supplemental contracts shall be consistent with the terms of this Agreement. The affected employee shall receive a copy of the Contract.

C) The board shall approve release from contract upon written request through July 31, and may approve release on request after July 31.

D) LENGTH OF WORK YEAR AND COMPENSATION

1) Length of Basic Contract

The length of the basic contract for full time equivalent (FTE) Certificated employees shall include 180 days with partial FTE scheduled pro-rata as assigned.

2) Responsibility Days

In the previous contract members were paid seven Responsibility days. The District and the PEA have agreed to roll these paid days into the base salary for the term of this contract. There is to be no more work and no less work expected of the teachers under this new base salary.

3) Supplemental Contract

Three-days (3) will be scheduled, after consultation with PEA, and will be paid to each participating employee on a per diem basis. Professional development days will be determined by the District with consultation from PEA and will be paid on a supplemental contract. Attendance is required.

a) Two(2) days will be district directed

- b) One(1) day will be for teacher classroom preparation/Safe schools training.

Teachers will be compensated only for actual participation time at their per diem rate paid after completion in the next pay warrant.

If the legislature funds future Professional development days for the subsequent years of this contract, these days will be negotiated.

4) Payment Method and Rate

All pay shall be paid on a supplemental contract and shall be compensated at the employees per diem rate, computed at 1/180st full per diem of the individual's contracted rate of pay.

- a) Extension of contract days. Any extension in the number of contract days stipulated above shall be computed on 1/180st full per diem of the certificated employee's contracted rate of pay. Where a special education student requires services beyond the regular school day and the teacher is willing to voluntarily provide those services beyond the regular school day, the teacher will be paid at per diem.

b) Additional Rates of Pay:

- 1) Summer school, program requests and translating shall be paid at per diem.
- 2) The individual per diem shall be defined as 1/180th of the personal position on the schedule negotiated by the parties.

E) The District may make available to employees the option of teaching on paired contracts with the regulation that each employee would be contracted for no less than one-half of the working day. Stipends shall be based on the individual's current placement on the salary schedule, divided by one-half.

F) WORK DAYS

1) The required employee on site work day shall be 7.75 hours. It will begin and end 30 minutes before and after the student school day, except as required to attend staff meetings. Attendance at special activities beyond the contract day as designated by the district in pursuit of the District's goals will be optional. All employees choosing to attend will be compensated hourly at per diem.

Teachers will be provided a 30 minute duty free lunch period.

2) All building or District-wide staff meetings called by the administration shall be held within the workday. Staff meetings shall be held no more than twice monthly and be no more than 30 minutes in length. In the event the staff meeting goes beyond the contracted work day, employees are free to leave meetings without being subject to discipline or criticism. Employees volunteering to attend or remain at such meetings beyond the normal workday shall accumulate flextime credit on an equal time basis. A staff meeting agenda shall be presented to the appropriate staff reasonably in advance of the meeting; staff shall have the opportunity to provide input thereto. The District shall make every effort to keep staff meetings relevant to the staffs' duties. None of the above shall prevent the District from calling emergency staff meetings without a formal agenda.

3) In regard to administration-approved delayed opening and/or early dismissal day, the work day shall begin thirty (30) minutes before the scheduled student day starting time on such days and will end thirty (30) minutes after the scheduled student dismissal on those days, except for early dismissal caused by in-service activities.

4) (a) The Association and the District recognize the need for and the desirability of planning and preparation time to meet the needs of the pupils, patrons, teachers and school programs. Employees shall receive 250 minutes per week preparation time. This time shall include one daily block of not less than thirty (30) consecutive minutes during the school day. When circumstances warrant, an agreement may be made between the Association and the District to allow flexible scheduling of preparation time on an individual basis.

(b) Preparation time provided the employee during the work day shall not be taken away for purposes of covering his own or another employee's class unless voluntary on the covering employee's part and only if prior approval has been received from the building administrator for such change of duties. Employees who cover a class pursuant to this paragraph shall receive their per diem rate per hour.

5) Collaboration Time

Collaboration time for employees will consist of bi-weekly 90 minute, for delayed start (student late arrival) sessions. The agenda for each 90 minute meeting will be shared during the monthly labor management meetings. (See current school calendar for collaboration meeting dates.)

G) PAYMENT

- 1) In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each warrant shall contain one-twelfth (1/12) of the contracted salary.
- 2) All stipends for supplementary contracts will be paid in the same monthly warrant as the regular contract. Payments will be in the month in which the completion of the extra-curricular activity occurs.
- 3) Payroll warrants shall be issued to the employee on the last working day of each month. For December - payday will be the last working day before the start of vacation. Certificated employees will have Automatic Direct Deposit available to them upon hire with the district.
- 4) In the event of a mistake in payment resulting in underpayment or over-payment, correction shall be made in a mutually agreeable manner between the affected employee and the Superintendent.

H) SCHOOL CLOSURE

- 1) In the event it becomes necessary to close the school(s) because of inclement weather or other emergencies, the district administration shall make every attempt to notify the radio and television stations in the area by 6:00 a.m. This provision does not preclude the District from closing the school(s) in the event an emergency develops following 6:00 a.m., if further evaluation of developing hazardous conditions warrants closure. No employee shall be required to remain after the District has given notification to close the employee's work site. Hazardous health and safety conditions which require the closing of the school(s) for students shall apply equally to all employees.
- 2) When schools are closed because of inclement weather, ice, snow or other emergencies, or hazardous conditions, employees shall not be required to report to work and will suffer no loss of pay or benefits.
- 3) When schools are closed early for emergencies, employees in the bargaining unit shall be permitted to leave immediately after students are dismissed.
- 4) In the event that the district administration decides to delay the opening of school(s), employees shall report thirty (30) minutes before the students arrive, if possible, and may leave immediately after students are dismissed. It shall be the responsibility of each employee to contact his immediate supervisor as early as possible if the employee will be late for the re-scheduled start of school.

5) Employees are required to report to work whenever school is in session, unless they have approved leave. If inclement weather is not serious enough to close school, an employee may use his/her own judgment in determining whether to attend work or access accrued sick leave balance.

The District and the Association agree to select two (2) inclement weather or other emergency days to include in the work year calendar. In the event those days are not needed to make up lost days due to inclement weather or emergency, school will not be held on those days and employees do not need to report to work.

In the event students are not required to make-up emergency closure days due to a waiver, employees will not be expected to make up the lost work time.

SECTION 12: SALARY SCHEDULE PLACEMENT CRITERIA

A) The district shall accept all credits/clock hours for salary schedule placement and movement on the negotiated salary schedule.

B) It is the responsibility of each teacher to have an official transcript of his college credits on file with the Superintendent. In addition, the teacher must have acceptable verification of in-service credits issued by an O.S.P.I. accredited in-service agency on file in order to receive credit on the salary schedule for such in-service credit. Any employee who earns additional approved credits which may advance him/her on the salary schedule must report and verify these by September 10 of the current year. An extension of the 9/10 deadline may be granted providing an employee applies in writing stating the circumstances. However, in no case shall the extension exceed the last working Friday in September. If these are not reported and verified by this date, earned credits will not take effect until the following year.

C) Final determination of an employee's position on the salary schedule shall be made in accordance with O.S.P.I. guidelines for acceptable credits.

D) All co-curricular positions shall be offered to PEA members first.

E) Kindergarten teachers who work on WA-KIDS prior or during the school year shall be provided an additional three (3) day supplemental contract of the employee's current base salary per year for work that is done beyond the school day.

F) The district shall pay any legislatively mandated state salary and benefit increases to certificated employees.

CO-CURRICULAR PAY SCHEDULE:

Position	Years of Experience					
	0 yrs	1 yr	2 yr	3 yr	4 yr	5 yr
7th Grade Class Advisor	\$408	\$444	\$481	\$518	\$554	\$591
8th Grade Class Advisor	\$408	\$444	\$481	\$518	\$554	\$591
9th Grade Class Advisor	\$611	\$666	\$721	\$776	\$832	\$887
10th Grade Class Advisor	\$611	\$666	\$721	\$776	\$832	\$887
11th Grade Class Advisor	\$815	\$889	\$962	\$1,035	\$1,109	\$1,182
12th Grade Class Advisor	\$815	\$889	\$962	\$1,035	\$1,109	\$1,182
Knowledge Bowl	\$815	\$889	\$962	\$1,035	\$1,109	\$1,182
Pep Band	\$1,834	\$1,999	\$2,164	\$2,329	\$2,495	\$2,660
Drama	\$408	\$444	\$481	\$518	\$554	\$591
Nat'l Honor Society Advisor	\$408	\$444	\$481	\$518	\$554	\$591
Skills USA Advisor	\$408	\$444	\$481	\$518	\$554	\$591

G) OTHER DUTIES

- 1) Additional co-curricular duties not designated herein above shall be paid at the employee's hourly per diem rate. Extra duties shall be open to all employees and shall be voluntary.
- 2) The district shall request a one year 'waiver' from the PEA President if it cannot find a certificated staff member to fill a vacant advisor position.
- 3) Class advisors acting as dance supervisors (chaperones) at dances which are sponsored annually by the class which they are advising will not be entitled to additional compensation. In the event additional activities and/or dances are scheduled through the class advisor and approved by the building administrator, then payment shall be made to the affected class advisor in accordance with paragraph one (1) above.
- 4) The District shall continue efforts to provide nonpaid adult dance chaperones from the community.
- 5) The District agrees to pay the Pep Band director \$100 a week for post season play on the district playoff level or higher (does not include sub-districts)

H) DEFINITIONS

ACTIVITY - Non-competitive between school and/or specific class time scheduled.

YEARS OF EXPERIENCE - Based on years of paid experience within that ACTIVITY (listed on the following chart) while working for any school system.

I) CO-CURRICULAR DEFINITIONS

ACTIVITY	CRITERIA
1) ANNUAL	Based on outside classroom work and job description
2) PEP BAND & CHORUS	Based on outside classroom work and job description
3) PAPER	Based on outside classroom work and job description
4) PLAYS	Based on outside classroom work and job description
5) KNOWLEDGE BOWL	Based on outside classroom work and job description

SECTION 13: INSURANCE BENEFITS

A) The District shall contribute the maximum state-funded insurance benefits to each employee. These monthly contributions shall be used in an insurance program approved by the Prescott Education Association and the District.

Any portion of the Employee’s insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other Employees with out-of-pocket medical insurance premium costs. The District will comply with the Washington State Domestic Partnership law.

The District agrees to pay into the employee benefit pool each month an amount equal to the amount it is required to pay to the Health Care Authority (HCA) for the retirees’ subsidy.

B) Employees may participate in tax-sheltered annuity plans of their own choosing. All programs will be allowable under the automatic payment authorization plan subject to the provision of Article II, Section 2.

C) The District shall, upon receipt of authorization from a certificated employee, deduct from the employee’s salary and make appropriate remittance for mutually approved insurance, tax-sheltered annuities or savings plans and other programs mutually approved by the Association and the District. A program of deductions shall be provided for a service requested by five or more employees.

SECTION 14: TRAVEL, FOOD AND LODGING ALLOWANCES

Recognizing that travel to certain conferences and conventions provides school personnel with an opportunity to keep abreast of the latest developments and trends in the field of education, which ultimately results in an improved program in the school system, the Board shall delegate authority to the Superintendent to authorize such necessary and desirable trips within limitations imposed by the District.

- A) The District will reimburse school district employees at the IRS mileage rate for use of private cars if a trip has been approved by the Superintendent and school transportation is unavailable.
- B) The District will reimburse school employees at a cost when public transportation is involved if such trips have been approved by the Superintendent and the Board of Directors. Receipts will be required for all such reimbursements.
- C) School district employees will be reimbursed using Board policy rate for food and lodging when away from home on approved trips. Reimbursement will be made by the next available pay period. Receipts must be submitted. Employees can request the use of the district credit card.
- D) It will be the responsibility of the employee to file all such receipts and statements with the Superintendent and sign a certification for same.

SECTION 15: LEAVES

A) SICK LEAVE

Notification of Absence(s)

If an absence is known in advance, employees shall complete and turn in to the appropriate administrator a district substitute request form. The school administration/secretary will schedule a substitute. The employee shall prepare for the substitute.

If an absence is not known in advance, employees will call, email, or text the Prescott School District designee. The employee will call no later than 7:15 a.m. if they have not received confirmation from the district of their absence.

The Prescott School administration/secretary shall schedule a substitute. Upon returning to school, the teacher employee shall sign the absence/substitute verification form provided by the administrative staff.

At the beginning of each school year, each employee shall be credited with an advance sick leave allowance of twelve (12) contract days with full pay which is to be used for absence caused by personal and family illness, injury, poor health, maternity, quarantine or other debility. Illness is defined as the state of being physically, mentally or emotionally unable to perform assigned duties. Absence for personal illness includes illness of the employee, accident, serious illness or death in the immediate family. One sick leave day may be used for bereavement of persons other than immediate family. In any instance of absence of more than five (5) consecutive working days, a statement by the attending physician regarding the nature of and projected duration of the employee's illness may be requested.

Employees are entitled to leave up to 15 minutes early, without impacting paid sick leave accruals, if the students are gone, the employee has a legitimate unusual circumstance justifying the departure and the principal approves of the leave in advance.

Each teacher's portion of unused yearly sick leave allowance shall be accumulated from year to year.

Each employee maintaining more than sixty (60) days of sick leave may contribute up to six (6) days of that leave to a bargaining unit member who, because of personal or family illness, may be forced to resign or take a leave of absence.

In the event of birth of a child of the employee's spouse, sick leave will be allowed for the employee. After a period of three (3) consecutive school days, a statement by the attending physician substantiating the need may be requested.

In the event an employee requests sick leave and no substitutes are available, the employee will not be compelled to report for work.

B) LEAVE OF ABSENCE

An employee who is unable to perform his assigned duties because of personal illness, maternity or disability may, upon request, be granted leave of absence without pay at the exhaustion of accumulated sick leave. Application for such leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. A leave of absence without pay will be granted for the purpose of child rearing, study, travel, or working in a professionally related field. Application for such leave shall be made in writing to the Superintendent.

C) MATERNITY LEAVE

An employee requesting maternity leave should, if possible, give written notice to the District at least four (4) weeks prior to the commencement of such leave. This written request of maternity leave should include a statement as to the expected date of return to employment. Within thirty (30) calendar days after childbirth, the employee shall inform the Superintendent of the specific day when she will return to work. Sick leave shall be granted under section 15: Leaves. Employees on maternity leave are entitled to shared leave.

D) BEREAVEMENT LEAVE

The Superintendent shall grant a maximum of five (5) days per anum non-accumulative, leave of absence with pay for bereavement in the immediate family.

E) JURY DUTY

Leave of absence with pay shall be granted when an employee is subpoenaed to appear as a witness in a court of law or called to serve on a jury. If any witness fees are paid, that amount shall be submitted to the District.

F) PERSONAL LEAVE

Three (3) days of personal leave for certificated employees each school year will be allowed. Notification for leave shall be made in writing and submitted to the building principal as soon as practicable in advance of the date requested. Personal leave shall be at the discretion of the Superintendent or designee pending availability of a substitute. These personal leave days shall be exclusive of all other types of leave provided in this Section. Also, these leave days cannot be used on parent/teacher conference days without approval of the Superintendent or designee. If not used, Personal Leave may accumulate each year to a maximum of five (5) days. Three of those days may be cashed out at the employee's per diem rate and applied to the June payroll.

G) FAMILY LEAVE

The District will comply with State and Federal family leave laws and regulations, which may include:

Employees shall be guaranteed the most advantageous benefit provided by this Agreement, Federal family leave laws, or State family leave laws.

An employee shall not be required to exhaust paid leave benefits before becoming eligible for the coverage or protections provided by State or Federal family leave laws.

Unpaid leaves guaranteed by State and Federal family leave laws shall not run concurrently with paid leaves under the provisions of this Agreement, unless at the employee's request.

Continuation of the District's contribution to an employee's insurance benefits for up to twelve (12) weeks is guaranteed in any unpaid leave situation that falls under the uses of family leave guaranteed by State and Federal family leave laws.

The district and the association recognize that State and Federal family leave laws and regulations may change.

Washington State Paid Family and Medical Leave (PFML)

* Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District and employee shall share the cost of the premium as provided by the law to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

SECTION 16: SCHOOL CALENDAR

The work year for the school year is part of this agreement. The parties agree to exchange calendar proposals for the following year by April 15. The parties pledge themselves to bargain in good faith toward reaching early agreement on the calendar. If the parties cannot agree to a calendar by May 1, the district may set the opening date of school. Tentative agreements on calendar are subject to ratification with the rest of the Contract. However, once agreement is reached the parties agree that there shall not normally be any changes pending ratification.

Once ratified, there shall be no deviation from or change in the school calendar except by mutual agreement of the District and the Association.

SECTION 17: EMPLOYEE WORKING CONDITIONS

A) The District recognizes that instructional materials can assist the employee's performance in the classroom. Building administrators will confer with each employee from time to time concerning the purchase of instructional materials.

B) The District agrees to keep the schools reasonably equipped, maintained and safe from hazard as well as clean and healthy.

C) The Board of Directors shall provide within fiscal resources, the following facilities and equipment for use of the employees:

- 1) Adequate space in each classroom to safely store instructional materials and supplies.
- 2) A central work area containing necessary equipment and supplies to aid in preparation of instructional materials.
- 3) A teacher's chair, desk, and file cabinet of adequate size in each classroom.
- 4) Well lit, clean classroom.
- 5) Sufficient student copies of approved textbooks for each class, including a corresponding teacher's manual.
- 6) A telephone available for local calls in each classroom and the staff work room.
- 7) A working computer with appropriate software and printer, including access to a high-speed internet connection.
- 8) Each employee shall be assigned keys so they have access to the following: front door, assigned classrooms, staff workroom and staff lounge.

D) In allocating staff, the District shall make every effort to equalize the teaching loads of employees throughout the District. When individual class loads exceed the maximums specified the District will make every effort to supply aides for the teacher.

Maximum Class loads:

Grades K-3	20 students
Grades 4-6	25 students
Grades 7-12	27 students

If a staff member has a combined class, they will be compensated under an additional contract/stipend of \$2,000 per impacted year.

E) If the District directs an employee to move his/her classroom the Employees will be paid one (1) extra day at their per diem rate.

SECTION 18: NON-PROFESSIONAL DUTIES

The District may assign non-professional duties such as supervision of playgrounds, and bus duty, etc., as long as the duties are fairly and equitably distributed among the staff.

SECTION 19: INDEPENDENT STUDY COURSES

It is understood that certificated employees of the Prescott School District may be asked but not be expected to provide independent study courses for students of the Prescott School District.

It is further understood that instructional employees will not be asked to supervise students taking independent or online courses from another source while teaching their own assigned class or during their preparation period.

ARTICLE IV - INSTRUCTION

SECTION 1: ORIENTATION OF TEACHERS

A) The District will provide a new teacher orientation program during the pre-service day(s) at the beginning of the school year. This in-service program for new employees shall be mutually planned by the Association President and the Superintendent.

B) During the pre-service day(s) prior to the first student attendance day, the Association President or his designee shall have a mutually agreed upon amount of time to address all certificated employees. This time may be allotted from the normal working day.

SECTION 2: CLASSROOM VISITATION

A) Parents shall be welcome visitors to the classroom, however, all visitors shall obtain the permission of the principal in charge or can be denied access to the teacher or classroom.

B) If the visit is to a classroom, the approval may be deferred by the principal or supervisor until an appropriate time for the visit can be arranged with the teacher. The principal or supervisor may withhold approval if particular events such as testing

would be adversely affected by a visit. Similarly, if a visitor's presence becomes disruptive, the principal shall withdraw approval.

SECTION 3: STUDENT DISCIPLINE

The District will support its employees in the maintenance of order and discipline provided the employees' actions are in accordance with the guidelines of the State Board of Education, state law and District policy and board-approved administrative and classroom rules and insure student supervision at all times. The employees will be provided a copy of district policy concerning student discipline. The Superintendent or his designee shall give prompt attention to all employee requests with regard to disciplinary problems; however, employees are expected to use reasonable effort to maintain discipline at the classroom level prior to administrative referral.

Notwithstanding any provision of this section to the contrary, each teacher is empowered to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first: Provided, that except in emergency circumstances as provided for in WAC 392-400-290, the teacher shall have first attempted one or more alternative forms of corrective action: Provided further, that in no event without the consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded.

SECTION 4: STAFF DEVELOPMENT

A) An effective staff development program is desirable to provide selected opportunities for professional growth of employees, while meeting the needs of students in the District.

B) Upon written request of an employee outlining how a staff development/in-service activity could enhance the professional growth and serve student needs, the District may approve such activities and shall authorize reimbursement for necessary expenses. All expenses must be verified by receipt.

Allowable activities can include:

- 1) Release time for classroom observation and visitation within or outside the District.

- 2) Release time for staff development workshops offered outside the District.
- 3) Professional conferences, workshops and in-service training outside the District.
- 4) Other workshops or classes designed to meet District student needs.
- 5) Consultant assistance for staff involved in innovation and change.
- 6) Other activities approved by the Superintendent.

C) On or before May 1 of each agreement year, the Association shall present a written in-service activity plan to be considered by the District for implementation the following year. That in-service activity plan may include such items as graduate courses, workshops, conferences, speakers and programs. The Association and District will develop a mutually agreeable shared cost plan to implement such in-service activities.

D) Each certificated staff member with one or more years of service to the Prescott School District will be allotted \$300.00 accumulating each year of service up to \$1,200.00 for credit reimbursement. The employee must submit to the district office an original receipt for proof of payment made by the employee for fees paid for credits along with the awarding agency credit or clock hour official statement.

- a) Employee must be under contract with the District at the time the credit reimbursement is made in order to receive reimbursement.
- b) If an employee leaves, no credits will be paid and their balance will revert back to the District.
- c) There will be a limit of \$1,200 on any individual account. The money beyond \$1,200 will revert back to the District.

E) Employees who achieve National Board Certification shall receive the stipend as authorized and funded by the state. The stipend will be paid through a supplemental contract annually.

F) To receive tuition/instructor fees reimbursement credits shall be applicable to the LEAP schedule; and,

- 1) Employees may receive tuition reimbursement for courses taken in their major, minor fields or current teaching assignment; or,
- 2) For District sponsored courses/workshops which shall be automatically applicable; or,
- 3) Course work which applies toward an employee's professional development for advanced degrees and certification.
- 4) Professional development money may be used for training, conferences (related to current teaching assignment) or dues for one professional

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organization in their teaching field (not association or union dues) at the discretion of the superintendent.

5) Employees will be reimbursed for registration fees in addition to clock hour reimbursement.

Forms to be used in requesting tuition/instructor fee reimbursements are those appended at C-6.

APPENDIX A 1

GRIEVANCE FORM A

GRIEVANT _____ DATE OF FORMAL PRESENTATION _____

HOME ADDRESS _____ LEVEL FILED ____ 1 ____ 2 ____ 3

PHONE NUMBER HOME _____

SCHOOL _____ IMMEDIATE SUPERVISOR _____

SUBJECT AREA _____ ASSOCIATION REPRESENTATIVE (S) _____

GRADE LEVEL _____

STATEMENT OF GRIEVANCE

- A. DATE GRIEVANCE OCCURRED
- B. POLICY (S), RULE (S), REGULATION(S) AND SECTION (S) OF AGREEMENT RELATED TO THE GRIEVANCE
- C. PERSON(S) INVOLVED OTHER THAN GRIEVANT:
- D. STATEMENT OF DISPUTE:

ACTION REQUESTED:

DISTRIBUTION OF FORM:

Immediate Supervisor
 Association
 Grievant

 SIGNATURE OF GRIEVANT

 SIGNATURE OF ASSOCIATION REPRESENTEE

Final

APPENDIX A 1

GRIEVANCE FORM B

ADMINISTRATION DECISION/ASSOCIATION RESPONSE

GRIEVANT _____ DATE OF FORMAL PRESENTATION _____

SCHOOL _____ LEVEL OF RESPONSE _____ 1 _____ 2 _____ 3

NAME AND TITLE OF PERSON WRITING RESPONSE

ADMINISTRATIVE DECISION AND PROPOSED SETTLEMENT:

SIGNATURE OF ADMINISTRATOR

DATE OF DECISION

GRIEVANT'S RESPONSE: (optional)

STATEMENT OF APPEAL:

_____ I ACCEPT THE ADMINISTRATIVE DECISION ABOVE.

_____ I REFER THE ABOVE DECISION TO THE NEXT LEVEL.

_____ LEVEL 2 _____ LEVEL 3 _____ LEVEL 4

DATE OF RESPONSE:

DISTRIBUTION OF FORM:

- Immediate Supervisor
- Superintendent
- Association
- Grievant

SIGNATURE OF GRIEVANT

SIGNATURE OF ASSOCIATION REPRESENTATIVE

Final

APPENDIX B

INVENTORY OF PERSONNEL FILE

(Identify by item, date of item and signature, if any)

On the date indicated hereon, I reviewed the contents of my personnel file maintained by the District. The contents of the personnel file as described and noted hereinabove are a true and accurate record of the contents of said file as witnessed and acknowledged by signature indicated below.

Dated this _____ day of _____

Employee signature

Witness signature

Superintendent or Designee

APPENDIX C-1

MASTER AGREEMENT PRESCOTT S.D.
 PRESCOTT SCHOOL DISTRICT TEACHER (NON-CLASSROOM) EVALUATION FORM
 SCHOOL YEAR: _____

NAME: _____ TYPE OF EVALUATION: _____ Annual _____ 90 day
 TEACHING ASSIGNMENT: _____
 (If less than full-time, specify.)

IT IS MY JUDGEMENT, BASED UPON ADOPTED CRITERIA, THAT THIS TEACHER'S OVERALL PERFORMANCE HAS BEEN Satisfactory/Unsatisfactory DURING THE EVALUATION PERIOD.

 Principal's Signature

TWO GOALS FOR EVALUATION PERIOD:

1. (Major areas of observation: *Scale of Satisfactory, Not Satisfactory, Not Applicable, Not Observed.) It is recognized that the listing contained here-in is not all-inclusive and the evaluator can make comments and other constructive suggestions.

I. INSTRUCTIONAL SKILLS

The teacher demonstrates a program of study for students and employs a variety of instructional techniques which meet the individual needs, interests and abilities of students and:

	SCALE	COMMENTS
a. Provides for student critical thinking		
b. Provides for student creativity		
c. Provides for a variety of educational experiences that are appropriate for meeting stated objectives		
d. Demonstrates knowledge of principles of learning by using a variety of methods and instruction		
e. Assesses student accomplishments on a regular basis and provides reports of students progress, as required		
f. Guides the learning process in the achievement of District adopted curriculum goals and objectives		

II. CLASSROOM MANAGEMENT

The teacher demonstrates the ability to control the physical and human climate in an educational setting to allow for a climate conducive to learning and:

	SCALE	COMMENTS
a. Organizes the daily routine of the classroom for optimal use of materials and time.		
b. Models correct classroom behavior		
c. Selects appropriate displays, bulletin boards, seating arrangements, etc. which facilitate learning.		
d. Provides for student participation in classroom activities.		

III. PROFESSIONAL PREPARATION AND SCHOLARSHIP

The teacher has made a commitment to education as a profession and has continued the process of self-preparation to teach and:

	SCALE	COMMENTS
a. Has current knowledge of subject matter and pedagogical skills		
b. Continues to develop professional skills via in-service, summer school, workshops, seminars, clinics, etc.		

IV. EFFORT TOWARD IMPROVEMENT WHEN NEEDED

The teacher demonstrates a desire to improve his/her ability to teach and:

	SCALE	COMMENTS
a. Demonstrates attempts to improve as per recommendation on annual observations or evaluations		
b. Develops a plan for continued education and training.		

V. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The teacher demonstrates the ability to manage the human dynamics of the classroom and:

	SCALE	COMMENTS
a. Recognizes and corrects conditions which may lead to discipline problems.		
b. Establishes the ground rules for classroom behavior		
c. Has a variety of methods to handle discipline problems.		
d. Follow state law, school board policy, and administrative guidelines when resolving discipline problems.		
e. Handles and processes student behavior problems in a fair and consistent fashion.		
f. Assists students toward self-discipline and corrects school behavior.		
g. Assumes responsibility for student discipline outside the classroom during the school day.		

VI. INTEREST IN TEACHING PUPILS

The teacher displays a real interest and enthusiasm for teaching and:

	SCALE	COMMENTS
a. Demonstrates an interest in students by developing a working relationship with pupils and parents.		
b. Actively works to involve parents in the learning process by making regular and routine contact with them.		

VII. KNOWLEDGE OF SUBJECT MATTER

The teacher demonstrates a working knowledge of theory and content in general education and specific subject matter and:

	SCALE	COMMENTS
a. Keeps abreast of new developments and ideas in subject matter		
b. Can supplement general textbook information with more detailed information		
c. Continues to read, evaluate, and rethink in subject areas		

VIII. PLANNING AND CLASSROOM PREPARATION

The teacher demonstrates the ability to make and implement long and short range plans and:

	SCALE	COMMENTS
a. Maintains a daily lesson plan book and appropriate documentation		
b. Designs units, master, or topic plans that are directional		
c. The teacher incorporates the Essential Academic Learning Requirements objectives into their lesson plans.		

COMMENTS:

Evaluator's Signature

Employee's Signature

Date copy was given to employee

Final

APPENDIX C-2

**PRESCOTT SCHOOL DISTRICT
OBSERVATION REPORT**

DATE: _____

TEACHER: _____ EVALUATOR: _____

CLASS: _____ TIME: _____ TO _____

LESSON TOPIC/OBJECTIVE:

OBSERVATION NOTES:

TEACHER SIGNATURE: _____

EVALUATOR SIGNATURE: _____

APPENDIX D

DISPUTE RESOLUTION

Conflict is a normal occurrence in society. Our conflict resolution procedure is as follows: The two parties who have a conflict discuss the issue together. If this does not resolve the problem, then the matter can be brought to the attention of the direct supervisor. The supervisor will then try to resolve the matter. If not successful the matter will be taken to the next higher level. Staff members may contact Board members directly, but they first must work through the Conflict Resolution Procedure.

CONFLICT RESOLUTION POLICY: If a conflict arises between employees, the employees are to first try to work it out between themselves. If that fails, a meeting with the immediate supervisor will be held. The supervisor will attempt to mediate the conflict and help resolve the conflict. If the aggrieved parties are not satisfied with the supervisor's attempts, they may take the matter to the Superintendent Designee for resolution. If the conflict is still not resolved, then the matter is to be submitted in writing to the Board of Directors for resolution.

The Board of Directors has the option of requesting a conference with the employees involved or The Board may base its decision upon review of the written complaint and the response submitted by the other employee.

The Board of Directors will issue a determination that will be binding and final on all parties.

This policy does not invalidate the rights of an individual or the association to file a grievance through the process outlined in this collective bargaining agreement.

APPENDIX E

2018-2019 Certified Salary Schedule

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
0	\$43,633	\$44,811	\$46,032	\$47,256	\$51,182	\$53,711	\$52,311	\$56,238	\$58,770
1	\$44,220	\$45,414	\$46,651	\$47,929	\$51,896	\$54,411	\$52,893	\$56,861	\$59,375
2	\$44,779	\$45,986	\$47,235	\$48,611	\$52,568	\$55,109	\$53,479	\$57,434	\$59,976
3	\$45,356	\$46,574	\$47,837	\$49,257	\$53,205	\$55,808	\$54,034	\$57,979	\$60,584
4	\$45,921	\$47,193	\$48,463	\$49,933	\$53,904	\$56,526	\$54,615	\$58,587	\$61,210
5	\$47,996	\$48,531	\$49,066	\$50,617	\$54,574	\$57,248	\$55,206	\$59,165	\$61,839
6	\$48,598	\$49,141	\$49,683	\$51,311	\$55,249	\$57,937	\$55,813	\$59,751	\$62,438
7	\$49,666	\$50,220	\$50,774	\$52,490	\$56,487	\$59,250	\$56,948	\$60,943	\$63,707
8	\$51,275	\$51,847	\$52,419	\$54,278	\$58,328	\$61,193	\$58,734	\$62,785	\$65,649
9		\$53,568	\$54,159	\$56,084	\$60,229	\$63,191	\$60,539	\$64,686	\$67,648
10			\$55,919	\$57,984	\$62,184	\$65,245	\$62,440	\$66,641	\$69,700
11				\$59,938	\$64,230	\$67,352	\$64,395	\$68,688	\$71,808
12				\$61,831	\$66,331	\$69,546	\$66,426	\$70,788	\$74,004
13					\$68,484	\$71,795	\$68,529	\$72,940	\$76,250
14					\$70,647	\$74,127	\$70,694	\$75,245	\$78,584
15					\$72,485	\$76,056	\$72,532	\$77,201	\$80,628
16					\$73,934	\$77,576	\$73,982	\$78,744	\$82,239

BA+135: is only for certified teachers that have been grandfathered in and will be eliminated when there no longer is anyone that qualifies.

2019-2020 Certified Salary Schedule

1.9% Increase over 2018-2019 Schedule

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
0	\$44,462	\$45,663	\$46,907	\$48,154	\$52,155	\$54,732	\$53,306	\$57,308	\$59,887
1	\$45,060	\$46,278	\$47,538	\$48,840	\$52,883	\$55,446	\$53,899	\$57,942	\$60,503
2	\$45,630	\$46,860	\$48,133	\$49,536	\$53,567	\$56,157	\$54,495	\$58,526	\$61,117
3	\$46,218	\$47,459	\$48,746	\$50,193	\$54,217	\$56,869	\$55,061	\$59,082	\$61,735
4	\$46,794	\$48,090	\$49,385	\$50,882	\$54,929	\$57,601	\$55,654	\$59,701	\$62,374
5	\$48,908	\$49,454	\$49,999	\$51,579	\$55,612	\$58,337	\$56,256	\$60,290	\$63,015
6	\$49,522	\$50,075	\$50,627	\$52,286	\$56,299	\$59,039	\$56,874	\$60,887	\$63,625
7	\$50,610	\$51,174	\$51,739	\$53,488	\$57,561	\$60,376	\$58,030	\$62,101	\$64,918
8	\$52,250	\$52,833	\$53,416	\$55,310	\$59,437	\$62,356	\$59,850	\$63,979	\$66,897
9		\$54,586	\$55,188	\$57,151	\$61,374	\$64,393	\$61,690	\$65,916	\$68,934
10			\$56,982	\$59,086	\$63,366	\$66,485	\$63,627	\$67,908	\$71,025
11				\$61,078	\$65,451	\$68,632	\$65,619	\$69,993	\$73,173
12				\$63,006	\$67,592	\$70,868	\$67,689	\$72,133	\$75,411
13					\$69,786	\$73,160	\$69,832	\$74,327	\$77,700
14					\$71,990	\$75,536	\$72,038	\$76,675	\$80,078
15					\$73,863	\$77,502	\$73,911	\$78,668	\$82,160
16					\$75,340	\$79,051	\$75,388	\$80,241	\$83,803

BA+135: is only for certified teachers that have been grandfathered in and will be eliminated when there no longer is anyone that qualifies.

MEMORANDUM OF UNDERSTANDING
BETWEEN
PRESCOTT EDUCATION ASSOCIATION
AND
PRESCOTT SCHOOL DISTRICT

The PARTIES recognize that special education instruction poses unique issues and problems for staff assigned to teach special education and for those in basic education classes. All students will be treated equitably and no student's needs will be placed higher than any other in any classroom setting.

Within a reasonable time after the commencement of the instructional year, but not later than November 15, the Parties agree to convene a committee that includes a special education teacher, two content area teachers and the Special Education Director for the purpose of identifying and addressing emergent issues in special education.

The committee will be tasked with creating a framework around the regulations of special education, assess needs, requirements and will make recommendations to the bargaining committees of both parties. The parties will reopen the contract no later than June 1, 2019, to negotiate special education language into the current collective bargaining agreement based on the recommendations of the committee.

FOR THE DISTRICT

FOR THE ASSOCIATION

Dated _____

Professional Learning Communities

Memorandum of Understanding

July 13, 2018

The Prescott Education Association and Prescott School District recognizes the potential value in the implementation of an effective Professional Learning Community as a means to improve student learning.

Both sides agree to form a committee comprised of equal representation to investigate and research best practice relating to a Professional Learning Community in the school setting. The committee will begin in the Fall of 2018 and will have a recommendation for consideration by the Prescott School Board in the spring of 2019. Impacts of a potential adoption for the 2019-2020 year and beyond will require negotiation before implementation.

Agreed: *July 13, 2018*

For the District:

For the Association:

Burt R. Cy

Rebecca S. Wilson



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Memorandum of Understanding

The following may be used as a model written agreement for collective bargaining groups (unions). DO NOT use this model agreement for non-represented employees.

<PRESCOTT SCHOOL DISTRICT> ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the <PRESCOTT EDUCATION ASSOCIATION> ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

Mandatory Employee Contributions: The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions of \$50.00, which shall be contributed on a monthly basis, and each eligible employee's salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

Unused State Allocated Employee Benefit Dollars: Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.

Vacation Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.

Personal Leave Contributions: Eligibility for contributions is limited to employees who have accumulated <> days of unused personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.

Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible⁽¹⁾) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

Other: < >

The term of this agreement shall be from 09/01/2018 to 08/31/2019.




Signed for PRESCOTT SCHOOL DISTRICT Date 7-25-18 Signed for PRESCOTT EDUCATION ASSN Date 07/26/2018

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan. ⁽²⁾The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).

