

COLLECTIVE BARGAINING AGREEMENT

ST. JOHN SCHOOL DISTRICT  
ST. JOHN TEACHERS' ASSOCIATION

2018-2021

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## PREAMBLE

In order to effectuate the provisions of RCW 41.59

to set forth prescribed rights of the employees of the District.

to encourage and increase effective and harmonious working relationships between the Board and the SJTA, and

to ensure that the employees participate in the development of wages, hours, and terms and conditions of employment, through negotiations,

This Agreement is made and entered into.

## ARTICLE I -- DEFINITIONS

1. Association of SJTA shall mean St. John Teachers' Association.
2. Board or District shall mean the Board of Directors of the St. John School District No. 322.
3. Agreement shall mean the Collective Bargaining Agreement entered into by the Board and the Association.
4. Employee shall mean any certificated employee of the District represented by the Association. Such representation shall not include the superintendent, the principal(s), nor any other administrative or confidential employee as excluded per RCW 41.59.
5. Party or parties shall mean the Association and the District as the agents ratifying the Agreement.
6. Day shall mean an employee contracted day or after school has closed for the year, shall mean all calendar days.
7. Contract shall mean the official document of employment between an employee and the District.
8. Seniority shall mean the number of years of certificated experience in the state of Washington unless otherwise stated in the collective bargaining agreement.
9. PERC shall mean the Washington State Public Employee Relations Commission.
10. RCW shall mean the Revised Code of Washington
11. WAC shall mean the Washington Administrative Code.

## ARTICLE II -- ADMINISTRATION

### Section 1 -- Recognition

The District recognizes the SJTA as the exclusive bargaining representative under this section for the SJTA. Any change in bargaining representatives shall be determined by means of a PERC administered election.

Temporary employees who meet the definitions of substitutes as set forth below are entitled to recognition as members of the bargaining unit.

1. Long-term substitute employees who, in accordance with the PERC rulings, work more than 20 consecutive days in one assignment in the current school year. On the 21<sup>st</sup> consecutive day of employment in the same assignment, the employee shall be considered a long-term substitute and a member of the bargaining unit. A long-term substitute shall be placed on the salary schedule at their per diem rate of pay.

### Section 2 -- Status of Agreement

This Agreement shall supersede any policies, rules and regulations of the Board, which are contrary to the terms found herein.

Should the District issue individual contracts prior to the completion of bargaining a successor agreement, such individual contracts shall be accompanied by a rider specifying that they shall be adjusted in conformity with the results of said bargaining.

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

It is recognized specific circumstances may arise from time-to-time, the nature of which may fall outside this contract. In such case(s), the District and SJTA may address the issue with a Memorandum of Understanding (MOU) that may be extended and/or reconsidered in future negotiation.

The Agreement shall be in full force and effective as of September 1, 2018 and shall continue in effect until August 31, 2021. (3 years)

This agreement may be opened for any item that is affected by new legislation.

### Section 3 -- Conformity to Law

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

#### Section 4 -- Distribution of Agreement

Following ratification signing of this Agreement, the District shall design prepare and print copies of this Agreement, as requested, the cost of which shall be borne out by both the District and St. John Teachers Association. The Association shall distribute to all employees, copies (paper or electronic) of the Agreement by the St. John Teachers Association. The Agreement shall be available for review to all applicants for certificated positions within the District.

There shall be two (2) official signed copies of the final Agreement, for the purpose of records. One shall be retained by the District and one by the St. John Teachers Association.

#### Section 5 -- Past Practice

The parties agree that this Agreement represents their total accord on the subjects that have been negotiated. No previous actions by the District relating to the subjects covered in this Agreement shall be considered precedential.

Prior practice with respect to the District's actions, decisions or implementations of any provisions of this Agreement shall be neither restrictive, expansive or determinative.

#### Section 6-- Management Rights

There is reserved exclusively to the District, all responsibilities, powers, rights and authority vested in it by the laws and Constitution of Washington and the United States, or which have been heretofore exercised by the District, excepting where the District expressly and in specific terms has agreed to limit those rights in this Agreement.

#### Section 7 – Contract Openers

Each year through the duration of this agreement, both the district and the association will have an opportunity to negotiate one item of this agreement. The time window to exercise this option is limited to March 31<sup>st</sup> through July 31<sup>st</sup> of each year. In the event both parties cannot agree during this time window, a mediator may be used for assistance. If this option is exercised, a written request for mediation prior to July 15<sup>th</sup> by either party will result in a one-month extension to this time window. In the event no resolution is reached at the expiration of this extended time window, the original terms of the contract will be followed. The reasonable costs of mediation will be shared by both parties.

#### Section 8 -- No Strike

The Association and its members as individuals or as a group, shall not engage in any strike work stoppage, or slowdown for the purpose of affecting changes in wages, hours and terms or conditions of employment, during the life of this Agreement.

The District shall not lock out employees during the life of this contract.

### ARTICLE III -- BUSINESS

#### Section 1 -- Association Privileges

- A. The Association and its representatives may be granted the privilege of using District buildings for meetings at such times that shall not interfere with normal operation of the business machines of the District at reasonable times when such equipment is not otherwise in use. The Association shall furnish all paper and supplies related to such use and shall be responsible for any damage or maintenance charges attributable to its use of equipment.
- B. The Association shall have the privilege to post notices of activities and matters of Association concern on a bulletin board provided in the faculty lounge that is to be designated for that purpose.
- C. The Association may be granted the privilege of using the employee mailboxes for communications with the members of the unit. Such items of communications shall be subject to the approval of the building principal concerning size, shape, but not of content.
- D. The privileges of this section shall not unreasonably be denied.
- E. The Association, upon request, shall be granted one copy of all information mandated by law concerning financial resources of the District.
- F. Representatives duly authorized by the Association who participate during working hours in arbitration with representatives of the District, shall suffer no loss of pay.

#### Section 2 -- Dues Deductions

Neither District nor St. John Teachers Association will collect an agency fee or any other form of payment for a public-sector union from an employee nor may any other attempt be made to collect such payment, unless the employee confirmatively consents to pay. (Janus Decision – June 2018)

#### Section 3 – Hold Harmless Clause

The St. John Teachers Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund the District any

amounts paid in error because of the dues deduction provision. In event of any suits against the District relative to dues deductions, the District shall select the attorney(s).

## ARTICLE IV – LEAVES

### Section 1 -- Illness or Sick, Injury and Emergency Leave

- A. The district shall grant each full-time, certificated staff member of the district twelve (12) sick leave days annually. Each employee shall be notified by the District of the number of his/her accumulated sick leave days prior to the last scheduled working day of December in each school year.
- B. Part-time employee shall receive a prorated portion of such leave based upon their FTE.
- C. This leave may be used for illness or injury of a member of the immediate family: Spouse, children, parents, sister, brother, parents-in-law, brother-in-law, sister-in-law, children-in-law, grandparents and grandchildren. Step relatives with the same relationships as described may also qualify.
- D. Medical, dental, and ocular appointments for employees may be taken against sick leave if the appointment is not possible before or after school, Saturdays and during vacations.
- E. Four (4) days emergency leave may be granted for a personal matter for which preplanning was not possible and for which the employee could not attend to the matter during non-duty hours. If possible, the employee shall give the Superintendent one (1) day's notice prior to the effective date of the emergency leave, such leave is subject to superintendent approval or if denied, leave is taken without pay. Approved emergency leave is deductible from sick leave.
- F. Unused illness, injury and emergency leave shall accumulate to a maximum of 180 days.
- G. Injury incurred on the job. If Labor and Industries rules a temporary disability with compensation, the District will continue the employee's full pay to the extent of sick leave, with any Labor and Industries' benefits to be endorsed to the District. Upon exhaustion of sick leave, the District's obligation ceases and all Labor and Industries' benefits are to be retained by the employee.
- H. An employee who is unable to perform the duties because of personal illness or injury shall, upon request, be granted leave of absence without pay at the exhaustion of sick leave for a period not to exceed one calendar year. Such leave may require verification by a physician and approval of Board.
- I. At the exhaustion of an employee's sick leave, an employee may apply for family leave under the Family Medical Leave Act (FMLA). Sick leave and FMLA will not run concurrently.



## Section 2 -- Sick Leave Sharing

- (1) Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from or has a relative or household member suffering from a catastrophic/extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment.
- (2) Employees with accrued sick leave balance of more than twenty-two (22) days at the beginning of the academic year is allowed to transfer sick leave to a sick leave bank for purposes specified in 2.1 above. The value of the leave transferred will be calculated on a day donated and day received basis. Any unused leave donated to this bank will be returned to the original employee who donated it on a prorated basis of the original contribution.

For the purpose of the leave sharing program, “employees” will be defined as administrators, certified staff, or classified staff that are within the same district.

- (3) Employees are allowed to grant up to six (6) days during any twelve-month period.
- (4) Employees cannot donate sick leave days that would result in his or her own sick leave account going below twenty-two (22) days.
- (5) Sick leave shall be defined as leave pursuant RCW 28.A.400 with compensation for illness, injury, and emergencies.
- (6) Administration of Bank: The Superintendent, and two employees chosen by the association, shall form the Bank Administrative Committee (BAC). The function of the BAC shall be to promulgate, enforce, administer rules and procedures for the orderly and fair collection and use of Bank days. Furthermore, BAC shall determine in each case of use of Bank days that the Employee’s absence and use of Bank days are justified and that the Employee has depleted or will shortly deplete his/her personal accumulated sick leave days.
- (7) Status of Employees Using Bank Days: While the Employee is on leave using days from the Bank, he/she shall be classified as an Employee and receive the same treatment in respect to salary, wages, and Employee benefits as the Employee would normally receive if using accumulated sick leave.
- (8) Any decision made by the BAC is considered final.

### Section 3 -- Sick Leave Cash Out

The District shall implement sick leave cash out program, as provided by statute (28A.400.210).

- A. In January of each year, an employee at his or her option may cash out their unused sick leave days from the previous calendar year if their accumulated sick leave balance at the end of December is greater than sixty days. The cash out will occur at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. A maximum of twelve (12) sick leave days may be cashed out at a time. A minimum balance of sixty accumulated sick leave days must be maintained.
  
- B. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

It is possible that double school maintenance and operations levy failure in a given year could be cause to postpone this provision.

It is also possible that a cut in Basic Education funding (3000 revenue series) of 5% or greater could be cause to postpone this provision.

### Section 4 -- VEBA III Post-Retirement Medical Plan

The District agrees to provide its employees the benefits of the VEBA III retirement medical plan in accordance with RCW 28A.400.210 and WAC 392.136. The Association shall notify the District of its intention to participate in the VEBA III plan, annually, by September 30 of each year.

### Section 5 -- Child Rearing Leave

Defined as Maternity, Paternity or Adoption Leave.

The written request for child rearing leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, the employee shall inform the employer of the specific day when she/he shall return to work at least two (2) weeks prior to that return date. An employee requesting unpaid child rearing leave should give written notice to the District at least six (6) weeks prior to commencement of said leave. Employees on maternity leave may use sick leave for the duration of the leave.

At the exhaustion of an employee's sick leave, an employee may apply for family leave (FMLA). Sick leave and FMLA will not run concurrently.

An employee may be allowed up to one year of unpaid leave for the purpose of child rearing. An employee returning from such leave shall be placed in the position last held or placed in a position, for which they are qualified, at district discretion.

#### Section 6 -- Bereavement Leave

Four (4) days annual paid leave for each occurrence of death shall be allowed in the case of any of the following family members: spouse, children, parents, sister, brother, parents-in-law, brother-in-law, sister-in-law, children-in-law, grandparents, grandchildren, and/or members of the same household. Step relatives with the same relationships as described may also qualify.

Bereavement leave requests for instances other than those, enumerated above shall be determined by the Superintendent.

Leave days taken after the first four (4) days shall be deducted from sick leave.

#### Section 7 -- Jury Duty Leave

Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. If any jury duty fees are paid that amount shall be reimbursed to the District.

#### Section 8 -- Military Leave

Military leave for employee shall conform to RCW 38.40.060. An employee returning from such leave shall be placed in the position last held or placed in a position, for which they are qualified, at district discretion.

#### Section 9 -- Personal Leave

Teachers shall be entitled two days per year with pay for personal matters, which require absence during school hours. A third day with pay may be taken each year, which will be taken out of the unused sick leave days. This third day cannot be cashed out at the end of the year. If this third day is not taken, the day reverts back to a sick leave day. This third day cannot be used until all earned personal leave days have been exhausted.

Any unused personal leave shall accumulate from year to year at a rate of one day per year to a maximum of 4 days or be cashed out each year at the current top tier substitute rate. Accumulated personal leave days may be used in increments of no more than 3 days in a ten calendar day period.

Employees employed with St. John School District for 20 years are entitled to three days personal leave per year with a fourth day that can be used as personal leave that is taken out of unused sick leave days. This fourth day cannot be cashed out at the end of the year. If this fourth day is not taken, the day reverts back to sick leave day. This fourth day cannot be used until all earned personal leave days have been exhausted.

Any unused personal leave for employees who have been employed with the St. John School District for 20 years or more shall accumulate from year to year at the rate of one day per year to a maximum of 5 days or be cashed out each year at the current top tier substitute rate per day. Accumulated personal leave days may be used in increments of no more than 3 days in a ten calendar day period.

Teachers must notify the Business Office by the last school day whether they choose to cash out any unused leave. Reimbursement will be in the next pay period.

Application for personal leave is to be made by the employee at least forty-eight hours prior to taking such leave, when reasonable.

Teachers requesting personal leave which would extend long weekends or vacations must make application for leave at least one week prior to taking such leave and only two teachers could request such leave on the same long weekend or vacation day. Approval would be made on a first come first served basis.

The district reserves the right to deny any leave that would be illegal under RCW 41.59.

#### Section 10 -- Professional Leave

A paid or unpaid leave of absence may be granted upon request to, and approval of, the Superintendent for attendance at professional meetings.

The district shall provide a professional fund of \$400 to be available annually to each employee. Professional expenses may include:

1. Conference or workshop registration/materials/meals
2. Tuition
3. Professional Certification Programs

If a conference or program takes staff out of the building on a school day, no more than 3 staff members may be gone on any given day, as long as there are available substitutes. Staff attending workshops/conferences agree to return and share learning gained with other SJE staff.

This fund shall not be used for district initiated professional development opportunities.

#### Section 11 – Emergency School Closure

In the event the District temporarily closes one or more schools for one or more days of the contract year, the affected employees will be granted leave at no deduction in salary or benefits, with time being deemed done, provided that students are not required to make up the day(s).

#### Section 12 -- Association Leave

Up to four (4) days paid leave per school year shall be allowed for business, which shall contribute to the Association/District relationship. The Association shall pay the cost of substitute teachers.

### Section 13 -- Other Leave

Leaves of absence up to one (1) year without pay may be granted to employees, at the discretion of the Board, for the purpose of study, child rearing, travel, recuperation, teaching in another school district, working in a professionally related field, Association or Association related business. An employee returning from such leave shall be placed in the position last held or placed in a position, for which they are qualified, at district discretion.

The employee shall notify the District in writing on or before April 1<sup>st</sup> whether or not he/she will be returning from leave of absence. Upon return from leave the employee shall be placed in the position last held or in a similar position in the District.

Upon request by the employee such leaves may be renewed for up to one (1) additional year.

This section shall be excluded from the grievance procedure.

## ARTICLE V -- EMPLOYEE RIGHTS AND RESPONSIBILITIES

### Section 1 -- Hiring Practices

All employees represented by the Association shall be placed on the annual salary schedule in accordance with the criteria contained in this Agreement. When a vacancy occurs the current certificated staff members would receive first consideration within building, second consideration within Endicott have three business days to apply before the position is opened up outside the district and to substitute teachers or to classified staff holding a certificate. When time is an issue the administration will consult the association leadership before opening the position and/or hiring immediately.

### Section 2 -- Employee Rights

Pursuant to Washington Administrative Code, Chapter 180-44, and Revised Code of the State of Washington, the District and Association hereby agree that every employee has the rights and responsibilities contained therein.

The private and personal life of an employee shall not be an appropriate concern of the District unless it directly and negatively affects the employee's contracted responsibilities to the District.

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

Membership in the Association shall not be denied to any employee because of domicile, race, creed religion, color, national origin, sex, marital status or the presence of any sensory, mental or physical handicap.

### Section 3 -- Personnel Files

- A. Employees shall upon request, have the right to inspect contents of their personnel file kept by the District. Upon request, a copy of a document contained in the file shall be available to the employee. Additional copies shall be at the employee's expense. Another individual, at the employee's request, may accompany him/her and be present at the review, which shall be conducted in view of the administrative staff chosen by the Superintendent.
- B. Any derogatory material not shown to an employee after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee and employees shall have the right to attach their comments on all such items.
- C. All materials, except certificate and transcripts, shall be purged every seven years unless there has been a reoccurrence of a problem which has been reflected previously in the file, or material relevant to a pending personnel action, hearing, or litigation.

### Section 4 -- Due Process/Just Cause

No employee shall be disciplined without cause. Excluding verbal warnings or reprimands, the grounds forming the basis for disciplinary action shall be made available in writing to the Association if requested in writing by the employee. An employee, upon request, shall be entitled to have a representative present during any disciplinary action, which requires a written statement.

### Section 5 -- Employee Monitoring

No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis, by means of which a person, including students, shall be able to listen or record the procedures in any class without prior notice to the employee. Any employee shall have the right to place a written protest in his/her personnel file if such monitoring takes place without his/her permission. The recording shall not be used in a proceeding against the teacher, unless both parties of this contract give consent.

### Section 6 -- Student Discipline

The District shall support employees in their efforts to maintain discipline provided the employee is working in compliance with District policy. In the absence of policy, employees may use their professional judgment. The principal shall respond promptly to employee requests for discipline assistance.

In such event, the employees shall be informed by the principal as to the disciplinary action taken by the District prior to the student's return to class or as soon as possible thereafter. Each employee shall be furnished with a copy of the District's student discipline policy.

#### Section 7 -- Lesson Plans

The employee shall have prepared lesson plans. These plans shall be prepared and placed in the plan book provided by the District or substitute approved by the principal. The plan book or substitute approved by the principal shall remain in the classroom or plan book/substitute copy be placed in the care of the building administrator.

#### Section 8 -- Classroom Visitation

To provide patrons of the District the opportunity to visit a classroom to observe the teaching and learning process, the following guidelines are set forth:

- A. All patrons wishing to visit a classroom must obtain permission of the principal or supervisor in charge.
- B. If the purpose of the classroom visitation is to observe learning and teaching activities, the visitors may be required to confer with the employee before or after the observation to enhance understanding of the activities.

#### Section 9 -- Mentor Program

The district will provide mentoring opportunities for first year teachers. This may include mentors within district and/or outside of the district. Mentoring opportunities will be determined in a collaborative fashion between teachers and administration.

### ARTICLE VI -- EVALUATION

#### Section 1 -- Employee Evaluation

##### Introduction

It is agreed that the ultimate goal of the observation or evaluation process is to improve instruction as to continually enhance the learning environment for our students. To that end, the teacher and observer will work together to identify particular areas in which the classroom teacher's professional performance meets and/or exceed performance standards, as well as particular areas in which he or she needs to improve in order to increase student achievement.

It is also agreed that in the worst case, the observation and evaluation process must be used to provide focused assistance for a staff member whose performance is found to be unsatisfactory and is in need of making substantial changes to their instruction as part of an improvement plan.

All certified employees receive a final evaluation using the district evaluation form. The evaluation will be based on the formal and informal observations completed during the evaluation period.

#### General Provisions

- A. Formal observations must be a minimum of thirty minutes in length and may include a scheduled post conference between the observer and the employee. Formal observations are typically scheduled, but may be unannounced. The formal observation report will not be placed in the employee's permanent file.
- B. A written report of the observation must reasonably be given to the employee within three (3) working days of the informal observation. The employee will have up to five working days to request a meeting to discuss the report. Either party may request a meeting to discuss the observation. Events and activities recorded in these reports may be included in the employee's final evaluation.
- C. All teaching personnel in St. John School District shall be evaluated by the building principal or his/her administrative designee (hereafter called the observer), at least annually.
- D. All continuing teaching personnel in St. John School District shall be observed through the formal or informal process for a minimum of thirty (30) minutes on or before the end of January.
- E. The observer and employee shall sign all formal observation and evaluation documents. Such signature by the employee acknowledges receipt of said document only, not necessarily agreement with the statements of finding contained thereon.
- F. Copies of all observations and evaluations shall be distributed to the employee, observer, and the superintendent or his/her designee.
- G. The observation and evaluative criteria and procedures shall be distributed and explained in general meetings to all teachers.
- H. Formal observation times will not take place the week before Christmas or during the last three weeks of school unless both parties agree.
- I. An outside resource person may be invited to observe the process upon request of the employee and/or the district, with prior notice given to the teacher. The district and employee shall mutually determine who the outside resource person shall be.

Probation shall be in accordance with RCW 28A.405.100. Provisional employees need not be placed on probation (RCW 28A.405.220).



Should the Legislature develop and implement a new teacher evaluation system, it is agreed that the District and SJTA will implement the new evaluation system format in accordance with RCW and WAC.

### Section 2: Evaluation Framework:

The parties agree that the Marzano Evaluation Framework shall be used for the evaluation of certificated classroom teachers.

The St. John School District and St. John Teachers Association will use the i-Observation electronic data collection system for observation and evaluation of certificated staff and/or other individuals subject to Teacher Principal Evaluation Program (TPEP) requirements. Staff will receive initial and continuing training on its use and i-Observation will be used for collecting evidence, documenting observations, and developing summative evaluation scoring.

Consistent with definitions set forth in WAC 392-191A-030, the parties agree as follows:

- A. The definition of “certificated classroom teacher” shall include only the following positions: certificated employee who provides academically focused instruction to students such as K-12 classroom teachers and special education teachers.
- B. The definition of “certified support personnel” shall include only the following positions: staff who hold ESA certifications and those who do not regularly meet with and who do not provide academically focused instruction to students.

### Section 3: Criterion Scoring:

Criterion scores shall be based on the four level rating descriptors specified in RCW .28A.405.100 and Chapter 392-191A WAC.

- A. Teachers will be evaluated on 50% (half) of the components within each of the eight state criterion when being evaluated on the comprehensive evaluation and will be evaluated on half of the components within the state criterion selected when being evaluated on the focused evaluation.
- B. Teachers will select the components upon which they will be evaluated in consultation with the principal.

### Section 4: Student Growth Data:

Consistent with RCW 28A.405.100 and WAC 392.191A.060, student growth data will be a substantial factor in evaluating the summative performance of certificated classroom teachers for the following three evaluation criteria: Recognizing individual student learning needs and developing strategies to address those needs; Using multiple student data elements to modify

instruction and improve student learning; and Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

The principal and staff member will collaborate together and discuss establishing student growth goals at the beginning of the year and, throughout the year, monitor how classroom lessons and instructional strategies are helping achieve growth goal targets. The principal and staff member will mutually agree on how successful the growth goal(s) are achieved prior to drafting the final summative evaluation.

## ARTICLE VI -- GRIEVANCE PROCEDURE

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

### Section 1 -- Definitions

- A. A grievance is an alleged misinterpretation of, or violation of, terms and/or provisions of this Agreement.
- B. Grievant shall mean an individual or a group of individuals.
- C. Grievance must bear the signature of a member of the Association.

### Section 2 -- Procedure for Processing Grievances

- A. Immediate Supervisor - The grievant and the Association representative, or the Association, shall orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence for the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the event giving rise to the grievance, whichever is later.

The "Statement of Grievance" (see form Appendix C), shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant's Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance and shall concurrently send a copy of the grievance, and his/her decision and all supportive evidence to the grievant's Association representative and the Superintendent.

- B. Superintendent - If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent, or his/her designated representative within seven (7) working days of receipt of the decision rendered in Step 1.

The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant's and/or Association representative and such meetings shall be scheduled within seven (7) working days of the receipt of the Step 2 appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to both the grievant and the grievant's Association representative and immediate supervisor within five (5) working days from the conclusion of the meeting.

- C. School Board - If no satisfactory settlement is reached at Step 2, the grievance may be appealed to Step 3 within seven (7) working days after receiving the disposition of the Superintendent or after the above-stated time limits have expired, and submit the grievance to the Board.

If the grievance is submitted to the Board, the Board within seven (7) working days shall meet with the grievant, the Association representative, and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate.

The disposition by the Board shall be made to the grievant by completing the Grievance Report Form, Step 3, within five (5) working days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the immediate supervisor.

- D. Arbitration - If no satisfactory settlement is reached at Step 3, the Association within fifteen (15) working days of the receipt of the Step 3 decision, may appeal the final decision of the Board to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of, or relating to, the interpretation or application of the terms and/or provisions of this Agreement, may be submitted to arbitration unless specifically and expressly excluded within this Article.

The arbitrator shall hold a hearing within twenty (20) working days of the appointment. Ten (10) working days notice shall be given to both parties of the time and place of the hearing. The arbitrator shall issue his/her decision within twenty (20) calendar days from the date the final written briefs have been submitted, or if agreed to by both parties, twenty (20) calendar days after the completion of the hearing.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of

the arbitrator shall be final and binding upon the employer, the Association and the grievant(s).

### Section 3 -- Jurisdiction of Arbitrator

The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law.

The arbitrator shall have no power or authority to rule on any of the following:

- A. The termination of service of, or failure to reemploy, any employee to a position on the supplemental salary schedule.
- B. The termination of services of, or failure to reemploy, any provisional employee.
- C. Any matter involving employee evaluation, provided that evaluation procedures shall be subject to the arbitrator's reviews.
- D. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect, or other than procedural violation of the reduction in force provision.

### Section 4 -- Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of the step shall be deemed resolved by the District's answer at the previous step.

### Section 5 -- Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any Association grievances, class-action grievances, and grievances involving the evaluation procedures shall be lodged at Step 2 of this procedure.

Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even if the contract has expired.

## Section 6 -- Reprisals

No reprisal of any kind shall be taken by the District against any employee because of his participation in any grievance.

## Section 7 -- Costs

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

# ARTICLE VII -- REDUCTION IN FORCE

## Section 1 -- Introduction

The necessity for, and the extent of, staff reduction shall be determined by the Board upon the recommendation of the Superintendent. The following shall be factors, which determine the educational program or service to be provided and the employees who shall be employed to provide the educational program or service. Prior to making a final decision that a reduction in force will occur, the administration shall notify the Association by May 15th.

### Administrative Procedures

#### A. Educational Program or Service

In making a recommendation on the educational program to be provided by the District, the Superintendent shall give consideration of the following factors:

1. The needs of students as developed by pre-registration of students, requirements for graduation, and requirements for accreditation.
2. High priority shall be given to maintaining reasonable grade level groupings in the classroom.
3. Every effort shall be made to maintain programs, such as Title/LAP with reductions made in expenditures, such as supplies, materials, contractual services, and travel where reasonable.

#### B. Employees

If an educational program in the District is to be reduced, modified, or eliminated, the Superintendent and his staff shall develop a list of employees to be recommended to the Board for retention by the District to fill the positions needed to operate the educational program. The following criteria should be applied in the order in which it is listed to the administrative and supportive staff and to the employees in developing the list of employees.

1. Employees

a. Certification - Possession of an appropriate valid Washington State certificate for the particular position being filled.

b. Preparation

(1) Experience - For a teaching position, an employee must have spent the majority of his/her teaching time in the particular level, subject area, or special program for which he/she is being considered during the current school year or during one of the two previous school years or must have had an administrative or supportive staff position during the current school year. The term "level" is used herein to define the teaching areas such as primary (kindergarten through grade three), intermediate (grades four through five), and secondary (grades six through twelve). The term "administrative or supportive staff position" is used herein to define all nonteaching positions, which require a teaching certificate or an administrative credential.

(2) College Training - An employee must have the equivalent of a major or minor in the particular field in which the majority of his/her time shall be devoted for a position in a junior or senior high school and at least 15 quarter hours of college credit in the fields of elementary reading, elementary language arts, or children's literature, and at least one college-level course in at least three of the following six areas: elementary mathematics, elementary science, elementary social studies, elementary arts, elementary music, or elementary health and physical education for a teaching position in a primary or intermediate grade.

c. Length of Service - When more than one employee qualified for a particular position under the criteria listed above, the employee who has the greatest length of service as an employee within the State of Washington shall be given the position.

In the case of Reduction in Force, provisional employees, per RCW 28A.405.220, will be first subject to non-renewal. When more than one provisional employee, per RCW 28A.405.220, are qualified for a particular position under the criteria listed above the provisional employee with the greatest length of service as an employee within the State of Washington shall be given the position.

d. Additional Preparation - When more than one employee qualified for a particular position under the criteria listed above, the position shall be given

to the employee who has the greater number of hours towards horizontal advancement on the District salary schedule.

C. Board Review and Action

The Board shall review the recommendations of the Superintendent. After review, the Board shall take such action as may be necessary and such notice shall be given employees as required by law. All employees who receive notice of probable cause of non-renewal for reduction in force shall be considered for any vacancy in the District, which thereafter occurs unless qualified employees are not available for a particular position in the employment pool. In filling any vacancy, the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reason. All employees shall be retained in the District employment pool until September 15 of the following school year and shall be placed on the substitute teachers' list for the following school year.

ARTICLE VIII -- WAGES, HOURS AND BENEFITS

Section 1 -- Work Year

The length of the certificated employee contract shall be one hundred eighty (180) student days or the number of official student days as may be changed by the Legislature.

Section 2 -- Work Day

The workday for employees shall be 7 3/4 hours including a thirty-minute duty free lunch period. This day of work must meet the requirements of the Basic Education Act. When school is dismissed early for inclement weather, employees shall be free to leave after the last bus has departed from the school grounds.

Employees will be provided a continuous period of not less than 45 minutes each day, not including the 1/2 hour duty free lunch, to prepare lessons and accomplish administrative duties. If forty-five minute blocks of time for preparation become unmanageable for the administration due to reductions in funding, the administration will meet with the association representatives to arrange an acceptable alternative for both parties. If funding is adequately restored, the forty-five minute preparation blocks shall be restored.

The administration will attempt to organize class schedules in an alternating way across the cooperative over a two- year period so as to plan preparation time more equitably. Therefore allowing core classes to be scheduled in the AM at the high school.

Section 3 – Calendar

The Association representative, along with a representative from Endicott's Teachers Association and the Superintendent shall comprise a committee to jointly design a calendar survey instrument. Each year, prior to March 15, the Association shall distribute copies of the instrument to all bargaining unit members who shall return them within five (5) days to the joint committee for

tabulation. The Superintendent shall present the committee's recommendations to the Board for final action.

The Association would prefer two weeks at Winter Break, two days at Mid-Winter Break and have the Mid-Winter days align with the State Basketball Tournament.

#### Section 4 -- Time Before and After School

The half hour before and after school shall be spent by the employee in the classroom, workroom, or other location in order to provide opportunities for students to relate to employees, to provide employees time to prepare the classroom or materials for the day, to provide opportunities for adults to communicate with the employee, and to provide other opportunities for accessibility.

#### Section 5 -- Transportation Reimbursement

If the Superintendent has approved transportation by private car for an employee, reimbursement shall be at the state rate.

Employees shall not drive school children in their private cars on school business unless written authorization by the Superintendent.

#### Section 6 -- Salary Payment

Checks shall be issued on the last working day of the District each month.

#### Section 7-- Insurance/Medical Benefits

Insurance benefits for the duration of this negotiated agreement shall be at the state allocated amount, less any amount the district is required to remit to the State Health Care Authority for the retired school employee's subsidy account. Part-time certificated employees shall receive benefits in accordance with their hours employed.

#### Section 8 - - Certified Salaries/Benefits

If funding increases or decreases by the state during the terms of this negotiated agreement, the District will respond by increasing or decreasing salaries accordingly. The District will investigate other available resources in the event state salary decreases are realized to help alleviate funding reductions.

##### 1. Schedule:

Employees shall be paid according to their placement on the salary schedule, which is attached to and made a part of this Agreement as Appendix A, and the terms of their individual contracts.

##### 2. Required Certificates:



All employees shall provide proof of certification for the position for which they are hired as required by State law, prior to the commencement of the school year.

### 3. Initial Placement:

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

b. Educational Credits: Credits shall be allowed for upper division and graduate level credits and/or acceptable clock hour equivalents, meet clock hour requirements of the state, or are accepted by the District to meet District initiatives or programs. Ten (10) clock hours is equal to one (1) college credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider WAC 181.85.200 and 392.121.262.

c. Experience: New employees with prior certificated teaching experience shall be placed on the salary schedule according to years of experience and level of educational credits.

d. Experience Credits: Full credit for public school teaching outside of the District shall be granted up to the limits of the salary schedule.

### 4. Professional Advancement:

a. Educational Credits: Employees shall advance (when educational credits/clock hours earned makes them eligible) to the next higher vertical column(s), provided that the credits and/or acceptable clock hour equivalents meet the requirements set in 3b above.

b. Experience: Employees shall advance to the next higher horizontal row(s) for each year's teaching experience, as per the salary schedule. Only one year of teaching experience credit can be earned during a school year. Experience credit towards salary schedule advancement will be the cumulative sum of the years of experience. A partial year will be added as earned based on actual FTE (example: 0.6 years + 0.6 = 1.2 years or 1.0 years on the Salary Schedule).

### 5. Timeline:

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

- a. Salary Adjustments: Salaries shall be adjusted as of the beginning of the contract year, for educational credit/clock hours earned prior to September 1, provided that a written/email notice is given to the Superintendent and Business Manager on or before September 1.
- b. Proof of Credits: Proof of credits/clock hours earned shall be by official transcript/form as recognized by the state for proof of credits/clock hours. Official transcripts/forms must be received by September 15. WAC 181.85.200 and 392.121.262.
- c. Contracts: Salary adjustments shall be reflected as adjustments on individual contracts.

### Section 9 - - Base Pay

Curriculum work, summer school or other approved work outside the regular pay schedule or contract will be paid at a rate of \$30 per hour.

## Section 10: National Teacher Certification Program

Teachers enrolled in the National Teacher Certification program shall receive five hundred dollars (\$500) tuition reimbursement of documented expenses upon completion of the National Teacher Certification program. Reimbursement shall be made upon submission of documentation of completion of the National Teacher Certification Board exam and documentation of five hundred dollars (\$500) of expenses incurred and within six (6) calendar months of completion of the exam.

## APPENDIX A

2018-19 salaries represent a **4.5%** increase to all certificated staff based on prior year published Washington State Salary Schedule with step increases as appropriate.

## **Appendix B**

### **Class Advisors/Job Descriptions**

Class Advisors receiving stipends for work outside of regular school hours are expected to participate in chaperoning and/or supervising fund raising or social events sponsored by that club or class. These would include but not be limited to dances, concession sales and other sponsored activities. Contracts for class advisors are for one full school year. Failure to sufficiently plan or supervise above-mentioned events may lead to no stipend being paid.

#### Special duties of Senior and Junior Class Advisors

Senior class - planning and sponsoring senior trip, graduation details, i.e., cap, gown, announcement ordering, senior banquet, and other outside fund raising and social events.

Junior class - planning and sponsoring the prom, assisting in graduation ceremony details, i.e., sign, flowers, etc., and other outside fund raising and social events.

One staff member for each advisor position may be stipend.

### **National Honor Society Advisor**

The NHS Advisor receiving a stipend must meet all NHS rules and regulations as outlined in the constitution and bylaws. The St. John-Endicott chapter must perform at least one community service project yearly. The NHS advisor is responsible for local Chapter selection and will participate in the Whitman County induction ceremony. The advisor is responsible for supervising regular chapter meetings, elections fund raisers and programs. Failure to sufficiently plan or supervise such events may lead to no stipend being paid.

### **Elementary ASB Advisor**

The Elementary ASB Advisor is responsible for holding Election for officers in the fall, having classroom teacher's elect 2 representatives, and conducting a meeting once a month for business. The Elementary ASB Advisor is in charge of Boxtops for Education, Campbell's Soup labels for Education, or any relevant Elem. ASB business.

### **EAGL Reading Program Director**

The EAGL Reading Program Director introduces the program to parents each fall and introduces new book packets to students each quarter. The director is responsible for repackaging and maintaining 16 sets of EAGL reading packets (4 cycles for each grade K-3). Daily responsibilities include checking in any packets returned that day and refilling consumable materials. The director is also responsible to sending reminders to parents concerning missing books and packets as well as recreating unreturned packets and creating new activity packets as needed. The EAGL director also maintains and refills Traveling Tales writing activity backpacks for grades K-3.

**Appendix C**

<b>ST. JOHN SCHOOL EXTRA-CURRICULAR SCHEDULE</b>	Base Pay						\$3,700
<b>ADVISORS/DIRECTORS</b>	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	
Junior Class Play Director	\$1,295	\$1,360	\$1,428	\$1,499	\$1,574	\$1,653	
Drama Club Advisor	\$740	\$777	\$816	\$857	\$899	\$944	
Annual Advisor	\$1,295	\$1,360	\$1,428	\$1,499	\$1,574	\$1,653	
High School Choir Advisor	\$370	\$389	\$408	\$428	\$450	\$472	
Band Director	\$4,810	\$5,051	\$5,303	\$5,568	\$5,847	\$6,139	
NHS Advisor	\$370	\$389	\$408	\$428	\$450	\$472	
Senior Class Advisor	\$740	\$777	\$816	\$857	\$899	\$944	
Junior Class Advisor	\$555	\$583	\$612	\$642	\$675	\$708	
Sophomore Class Advisor	\$370	\$389	\$408	\$428	\$450	\$472	
Freshman Class Advisor	\$370	\$389	\$408	\$428	\$450	\$472	
Elementary ASB Advisor	\$370	\$389	\$408	\$428	\$450	\$472	
Eagle Reading Program Director	\$370	\$389	\$408	\$428	\$450	\$472	

**NOTES**

1. Year of experience must be earned within the SJE cooperative unless approved otherwise by the superintendent.
  
2. Each extra curricular activity will be reviewed each year to determine if there is sufficient student interest and district support and financial ability to warrant retaining the position.
  
3. Drama club advisor pay is per each approved play – pay is per the number of approved performances outside of the school day (cell stipend amount is times the number of approved performances conducted outside the school day by the advisor)

Appendix D

**ST. JOHN SCHOOL DISTRICT  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_

Submit to Principal/Supervisor  
in Duplicate

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Assignment \_\_\_\_\_

If additional space is needed, attach an additional sheet.

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

2. Specific Section(s) Being Grieved \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

C. Disposition of Supervisor/Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor

\_\_\_\_\_  
Date

D. Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

**STEP 2**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

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

C. Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

**STEP 3**

A. Date Received by Board: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Date

C. Position of the Grievant: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Date

**STEP 4**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ARTICLE IX DURATION**

This agreement shall remain in full force and effect from the date of ratification and signing until August 31, **2021**. **Review of salary schedule to be initiated spring of 2019**. There shall be no openers other than what is stated in this agreement unless mutually agreed upon by the teachers association and the school district.

The entire agreement shall be open for negotiations no later than May 1, **2021**.

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATED

\_\_\_\_\_  
DATED

**SIGNATORIES**

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
ASSOCIATION PRESIDENT

\_\_\_\_\_  
SUPERINTENDENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_