

COMPREHENSIVE AGREEMENT

BY AND BETWEEN

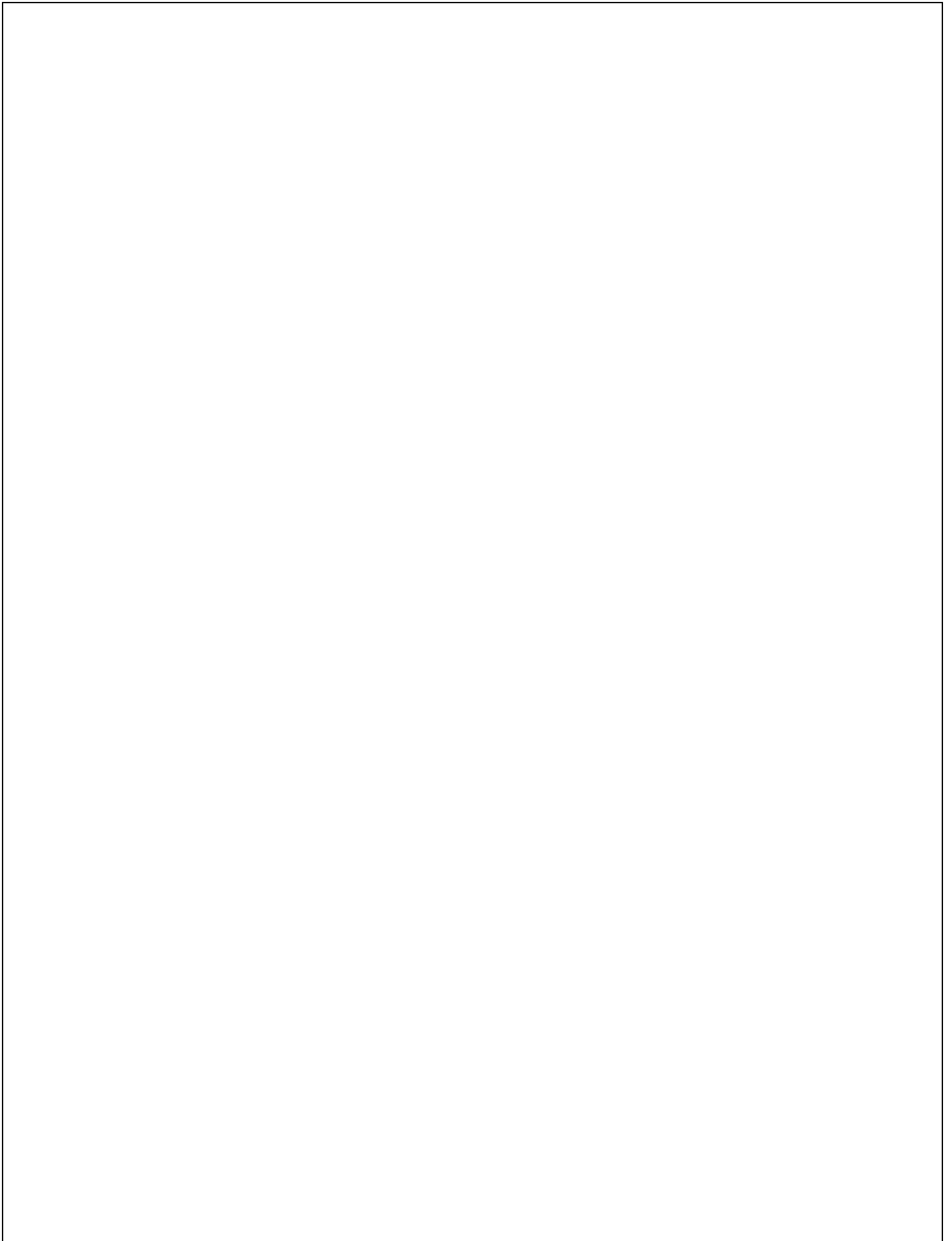
WASHTUCNA BOARD OF DIRECTORS

AND

THE WASHTUCNA EDUCATION ASSOCIATION

Effective

September 1, 2018 to August 31, 2020



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PREAMBLE

This contract is made and entered into by and between the Washtucna School District No. 109-43 Board of Directors, hereinafter called the "Board," and the Washtucna Education Association, hereinafter called the "Association."

Whereas the Board and Association recognize the mutual obligation to bargain in good faith to effectuate the provisions of applicable state law, now therefore it is hereby agreed as follows:

ARTICLE I - BUSINESS ITEMS

Section 1 - Recognition

- A.** The Board of Directors of the Washtucna School District No. 109-43, hereinafter known as the Board, recognizes that teaching is a profession and the Washtucna Education Association, hereinafter referred to as the Association, having won the majority of votes cast by the regular non-administrative certificated staff of this District, shall be the exclusive representative of all regular non-administrative certificated personnel employed by the Board including salary issues pertaining to certificated substitute teachers.

- B.** The Association recognizes the Board as the elected representatives of the citizens of the Washtucna Public School District, as the employers of the certificated staff and as such makes the final determination of all policies.

- C.** It is understood and agreed by the parties that the Board possesses the sole right to operate the School District, so as to carry out the statutory mandate and policies of the School District, and that all management rights repose in the management.

Section 2 - Status of the Agreement

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with this document.

Section 3 – Conformity to Law Statement

- A.** Should any item in this Agreement become contrary to law by a court of competent jurisdiction during the duration of the Agreement, that item shall become void. The remainder of the Agreement shall continue in full force.

- B.** Should the Legislature change its rules or regulations such that it eliminates language that created or enacted a duty of the District to provide a specified or optional benefit, the section(s) that were agreed to be in the Comprehensive Agreement in accord with then-existing law shall be automatic re-openers upon request by either party, as referenced in Article V, Section 2, Paragraph A., 2.

- C. Any action taken in order to comply with, or implement provisions of the *Every Student Succeeds Act* (ESSA), that implicates language in this contract shall be mutually agreed upon by the Washtucna School District and the Washtucna Education Association prior to implementation. Any new duties that are assigned to staff due to the requirements of the ESSA, will be compensated at the per diem rate.

Section 4 – Distribution of Comprehensive Agreement

- A. Following ratification of this Agreement by both parties, the Association shall provide both print and electronic copy for review and then signing by both bargaining teams.
- B. The contract shall be prepared by WEA Eastern Washington staff.
- C. The parties shall be allowed sufficient time to review the final copy.
- D. The District shall print sufficient copies of the Agreement for the administration to distribute to the School Board, and for Association to distribute to each current employee in the bargaining unit.
- E. The Association and the District shall share the costs of printing equally.

Section 5 – The Individual Contract

- A. The Board shall issue signed individual contracts, or letters of intent, by May 15. The employee shall indicate her/his acceptance of the contract/letter by returning it to the business office signed by June 1.
- B. An employee under contract shall be released from the obligations of the contract under the following conditions:
 - 1. A release from contract shall be granted provided a written letter of resignation is submitted to the District prior to the 10th of July.
 - 2. A release from contract may be granted after the 10th of July at the Board's discretion.
 - 3. A release from contract shall be granted after the 10th of July if a satisfactory replacement can be obtained by August 15.

4. A release from contract shall be granted in case of illness, injury or other personal matters which make it impossible for the employee to continue teaching in the District. The employee shall be responsible to provide the District with information justifying the impossibility of performance, upon request by the Board.

Section 6 - Association Rights

- A. The District shall make available to the Association a roster of all bargaining unit members by September 15 and inform the Association within two (2) days of hire, in writing, of any additions with hire date, or deletions of employees covered by this agreement.
- B. The Association shall be able to meet with new employees thirty (30) days after their hire date for a minimum of sixty (60) minutes during regular work hours.
- C. The Association and its representatives have the right to use District buildings for meetings and to transact Association business.
- D. The Association shall have the right to use District facilities and equipment, including duplicating equipment, data processing equipment, and audiovisual equipment at reasonable times when such equipment is not in use. The Association shall pay a reasonable fee for any materials expended. The Association shall have the right to post notices of activities and matters of the Association's concern on bulletin boards provided in the faculty lounge.
- E. The Association shall have the right to use the District mail service and teacher mailboxes for communication purposes.
- F. The Board shall furnish to the Association information concerning the financial resources of the District including, but not limited, to annual financial reports, audits, tentative budgeting requirements and allocations, agendas, and minutes of the board meetings, student enrollment, membership data and such other information as will assist the Association in developing accurate, informed, and constructive programs which will be necessary for the Association to process a grievance or complaint.
- G. Representatives duly authorized by the Association, who participate during working hours in negotiation, grievance proceedings, conferences, or meetings with representative of the District, shall suffer no loss of pay.

- H. Within ten (10) days of their commencement of employment, teachers may sign and deliver to the Board an Assignment of Wages Form which shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Board and the Association, signed by the teacher, and received between August 1 and August 31, proceeding the designated school year for which the revocation is to take effect. Each month during the school year, the Association agrees to provide to the Board, upon request, the names of those teachers who have joined the Association and paid its dues and assessments by means other than through payroll deduction.

Section 7 – Deduction of Dues

- A. Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the president of the Association and District shall transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office.
- B. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association.

Section 8 - Labor/Management Committee

In an effort to improve communications, there shall be meetings of the Superintendent and Association officer(s) to discuss matters of mutual concern in an effort to resolve problems. Both parties may place items on the agenda, but any issue involved in a grievance will not be discussed under this format.

ARTICLE II - PERSONNEL

Section 1 - Right to Due Process

- A.** Employees reserve the right to have a representative of the Association and/or counsel present when being reprimanded, warned, disciplined, or adversely affected for any reason. When a request for such representation is made, no action shall be taken with respect to the employee until such representation and/or counsel is present. All information forming the basis for any reprimand, warning, discipline or adverse affect shall be made available to the employee and the Association, if the employee so desires, all charges shall be in writing.

- B.** No employee shall be reprimanded, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. An employee has the right to face his/her accuser(s) and to cross-examine witnesses. If any such reprimand, discipline, reduction in rank, compensation or advantage, including adverse evaluation of an employee's performance is asserted by the Board or representative thereof, the employee shall have the right to have his/her case decided by an arbitrator in accordance with the grievance procedure set forth herein, or alternatively if the employee so chooses, a court of law.

Section 2 - 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 employment references leaving the District "unless the employee maintains a confidential file." Upon request, a copy of any documents contained herein shall be afforded the employee at District expense. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District. A separate file for processed grievances shall be kept apart from the employee's personnel file. Anyone, at the employee's request, may be present in the review. Each employee's personnel file shall contain the following minimum items of information: All employee's evaluation reports, copies of annual contracts, teaching certificates, and a transcript of academic records.

- B.** Any derogatory material not shown to an employee within ten (10) days after receipt or composition, shall not be allowed as evidence in any grievance or in any disciplinary action against such employees. No evaluation,

correspondence or other material making derogatory references to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's signature and exclusive right to attach his/her own written comments. The employee shall sign all such material.

Section 3 - Reduction in Force (RIF) District

- A. Definition of Layoff.** The term “Layoff” and/or “reduction in Force (RIF),” as used in this section, is the District action by the Board of Directors to reduce the number of teachers due to reasons stated in Section 3., Paragraph B.; it does not refer to decisions to discharge or non-renew an individual teacher for cause.
- B. Initiation of Layoff.** A reduction in staff (RIF) may be necessary due to any of the following reasons:
1. Special levy failure
 2. Decrease in state support
 3. Decrease in K-12 enrollment
 4. Change in state or federal revenue sources
 5. The necessity for and the extent of layoff and/or reduction in force will be determined by the Board of Directors after receiving the recommendation of the Superintendent.
 6. The School Board shall determine the education program and services to be retained based on the educational goals of the district.
 7. The Board’s determination, in terms of program reduction, shall be final and, except for Layoff procedure, shall not be subject to the grievance procedure of this Agreement.
 8. After the Board’s decision has been made, the administration shall determine the number of employees required for retention. To eliminate the necessity of nonrenewal, every effort shall be made to ascertain the number of positions open for the following school year by reason of attrition. The Administration shall then prepare a seniority listing of all

employees, listing each employee's years of teaching experience within the State of Washington.

9. The Administration shall then assign employees. Based upon the employee's seniority, employees shall be retained according to their teaching qualifications. Where there is no available senior employee with valid certification and qualifications to fill an assignment, the next senior employee on the list with valid certification and qualifications shall be assigned to the position.

C. Layoff Procedure. In the event it becomes necessary to lay off employees, the following procedure shall be implemented to fill the positions needed to operate the educational program or service determined by the school board in order of priority:

1. Certification: Possession of an appropriate and valid Washington State certificate for a particular position being filled.
2. Preparation: An employee must have the equivalent of a major or minor (24 quarter credit hours) or a certificate endorsement in the particular subject area in which they are assigned for the majority of their teaching time.
3. Experience: An employee must have the preparation of certification above or have previous documented successful classroom experience in the grade level or subject.
4. Length of Service: When more than one teacher qualifies for a particular position under the criteria listed, the teacher who has the greatest length of service as a teacher in the State of Washington will be given the position.
 - a. In the event of a tie, all teachers so affected will be ranked from greatest to least in order of the number of educational credits, including approved clock hour credits, beyond the BA or BS degree.
 - b. In the event of a credits tie, after applying the provisions in Section 3, Paragraph C., 4. a., there shall be a drawing by lot to determine position on the seniority list. The drawing shall be conducted openly and at a time and place which will allow all affected teachers and representation by the Association to attend.

5. Seniority: Filling positions needed to operate the educational program determined by the board will be by seniority. Vacant positions will be filled by transferring currently employed highly qualified certificated staff members within the District, unless, by reason of certification, preparation or experience, no person is available.
 6. Flexibility: Consideration may be given to the ability of an employee to handle more than one academic program offering, provided the seniority Item 5. above is considered.
 7. All employees retained face possible reassignment to fill essential teaching vacancies. 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 endorsed areas.
 8. Those teachers not placed in a position needed to operate the educational program determined by the board will be laid off. Notifications of any layoffs or proposed layoffs will be made to the staff as soon as possible.
 9. The Board shall review the recommendation of the superintendent. After review, the Board shall take such action as may be necessary and such Layoff or Reduction in Force notice shall be given employees no later than May 15 and shall not be effective until the following school year.
- D. Re-Employment Pool.** Teachers who are to be laid off and/or RIF'd will be placed in a re-employment pool for one school year. They will be given first priority to fill open positions for which they are qualified, based on seniority.
1. If an individual in the re-employment pool fails to accept a position for which he/she is eligible, such individual shall be dropped from the re-employment pool.
 2. Teachers who are laid off and/or RIF'd retain salary placement, service credit, and all accrued benefits including accumulated sick leave.
 3. If permanent employment is accepted with another educational institution, the employee would automatically be dropped from the re-employment pool.

Section 4 – Sick Leave

- A.** At the beginning of each school year, each employee shall be credited with an advanced sick leave allowance, as defined in RCW 28A.400.300, of twelve (12) days based on FTE status and hours worked, to be used for absences caused by illness, injury, poor health, maternity, quarantine, or other disability.
1. Personal Illness, Injury or Disability: The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.
 2. Maternity/Paternity: The District shall grant sick leave for pregnancy, childbirth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.
 - a. Paternity: Leave with pay of up to five (5) days per year may be taken because of the birth of a child and to care for a newborn child.
 - b. Adoption: Leave with pay of up to five (5) days per year may be taken by the employee because of placement of child with the employee for adoption.
 3. Family Illness: The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. For purposes of this provision, immediate family shall mean spouse, parent, child, grandchild, grandparent, sibling(s), a significant other, or one with close relationship to employee and who lives in the same household as the employee.
 4. Emergency: The District shall grant sick leave to employees in the event the employee has an emergency, defined as a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.
 5. Written Statement: A grant of sick leave in excess of five (5) consecutive days must be verified by a written statement from the employee's

physician or health care state licensed-practitioner, if requested by the District.

6 Sick Leave Exhaustion/District Leave Sharing: Upon request, the Board may consider providing days of additional sick leave with pay to an employee where a single illness is of a continuing nature of at least sixty (60) contracted work days, and who has exhausted all applicable paid leave granted under this Agreement. Employees granted this additional sick leave shall reimburse the District for all substitute costs.

7 Workers Compensation: Absence due to injury incurred in the course of the employee's employment shall be paid in accord with Northeast Washington Worker's Compensation Cooperative Agreement.

B. Accounting: At the end of the January pay period, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave within the previous school year.

C. Accumulation: Each employee's portion of unused sick leave shall accumulate from year to year up to the statutory limit of 180 days.

Section 5 - Leave Sharing

The District shall establish and administer a leave sharing plan in which employees who qualify under the provisions of RCW 41.04.665 may receive donated leave from other employees.

Such a program is intended to extend leave benefits to a staff member who would otherwise have to take leave without pay or terminate his/her employment with the District.

An employee may contribute vacation, annual and/or sick leave provided that the contributing employee retains the state mandated minimum of sick leave after the transfer. Administration of this leave will be in accordance with the District policy. Leave shall be calculated on an hour(s) donated/hour(s) received basis.

The employee qualifies for Shared Leave if, among other criteria, the employee suffers from, or has a relative or household member suffering from: "an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the employee from working and causes great economic and emotional distress to the employee and/or family. [Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive, or foster child.](#)

Any remaining donated hours shall be returned to the donor(s) on a pro-rated basis at the conclusion of the existing condition. If the existing condition persists beyond the time specified by the licensed medical professional for which the donated leave was collected, additional verification by the medical professional must be provided to the District.

[Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out. \(WAC 392-126-104\)](#)

A. A District employee is eligible to receive donated leave if:

1. The staff member suffers from, or has a relative or household member suffering from an illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the staff member to:
 - a. Go on leave-without-pay status; or
 - b. Terminate his/her employment;
2. The staff member's absence and the use of shared leave are justified by a medical professional through documentation;
3. The staff member has depleted, or will shortly deplete, his/her sick leave reserves;
4. The staff member has abided by District rules regarding sick leave use; and
5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
6. The Superintendent shall administer this policy. However, a staff member shall not receive more leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total or more than seventy-eight (78) days of leave.

B. District employees may donate leave as follows:

1. A staff member who does not accrue leave but who has an accrued sick leave balance of more than sixty (60) days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, or to the District's sick leave pool. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request a transfer that would result in an accrued sick leave balance of fewer than sixty (60) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies.
2. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.
3. Any leave donated by a staff member who remains unused shall be returned to the donor. To the extent administratively feasible, leave transferred by more than one staff member shall be returned on a pro-rata basis.

C. Leave shall be calculated on a day-donated and day-received basis.

Section 6 – Employee Attendance Incentive Program

- A. The District will comply with RCW 28A.400.210 and WAC 392.003-025 as it relates to the Employee Attendance Incentive Program, provided the employee maintains a minimum balance of sixty (60) days; the maximum annual cash-out is twelve (12) days minus those used in previous calendar year. The rate of pay is one day for each four (4) days of qualifying cash-out days, with partial days paid at a pro-rata basis. Upon written notice to the District in January, payment will be included in the employee's February payroll.
- B. VEBA Sick Leave Conversion Medical Reimbursement Plan: The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan and agrees to provide the benefit based on rules and regulations contained in the current VEBA Administrator's Handbook as developed and as may be amended by the VEBA Plan Administrator in accordance with RCW 28A.400.210 and WAC 392.136.
 - 1 The Association shall notify the District of its intention to participate in VEBA III Plan, annually, prior to December 31 of each year.

2. The District agrees to make contributions to the plan on behalf of employees for either Annual Sick Leave Cash-out and/or Retirement based on the direction of the Association's notification as provided in Section 6, Paragraph B., 1. above.

Section 7 – Other Leave

- A. Association Leave:** The Association shall be allowed up to fifteen (15) days of leave for officers and other members. Association members will be allowed leave provided the Association pays the required substitute wages, if a substitute is used. Such leave must have the approval of the Association president as well as notifying the Superintendent at least five (5) working days in advance of intended leave dates. Association business shall be defined as attendance at Association conferences, workshops or attending to business necessary to take care of grievances, non-renewals, or other litigation.
- B. Bereavement Leave:** Each employee shall be granted up to three (3) paid days of bereavement leave per year per immediate family. Immediate family shall include husband, wife, parent of employee or spouse, brother, sister, in-law, grandparents of employee or spouse, children or a distant relative if living in as a member of the employee's immediate household. The third day, if taken, shall come from sick leave or the cost of the substitute will be reimbursed to the District if no sick leave is available.

Upon approval by the superintendent, the employee may have additional paid days, taken from sick leave, for bereavement owing to excessive distance traveled or other extenuating circumstances, provide the employee reimburses the District for the cost of the substitute if no sick leave is available.

- C. Family Medical Leave Act (FMLA):** An employee, whether male or female, is entitled to twelve (12) workweeks of unpaid family leave (FMLA) during any twelve (12) month period. An employee is anyone who was employed by the Washtucna School District for a total of one year for at least 1440 hours of service during the year.
 1. If both parents are employed by the District, they together are entitled to a total of twelve (12) weeks of unpaid FMLA leave. This leave may be granted to any one parent at a time.
 2. FMLA Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. The

District may require confirmation by a health care provider of the employee's need for family leave.

3. Under FMLA, a Child is defined as a biological, adopted, a foster child, a stepchild, or a legal ward who is under eighteen (18) years of age or is incapable of self-care due to a mental or physical disability. A serious health condition is one caused by injury, illness, impairment, or a physical or mental condition which involves (a) inpatient care or (b) continuing treatment by a health care provider.
4. Family Leave (FMLA) is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
5. An employee who plans to take Family Leave(FMLA) must provide the District with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave as soon as possible prior to the beginning of the leave.

D. Washington State Paid Family and Medical Leave (PFML)

Commencing on 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. 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.

- E. Jury Duty/Subpoena Leave:** Leaves with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted work days shall be turned into the district. The employee shall notify the District when notification to serve on a jury is received. Leaves with pay shall be granted to an employee subpoenaed to appear in a court of law. If any witness fees are paid, the amount shall be turned into the district. Mileage reimbursements made by the court remain the holdings of the employee.
- F. Military Leave:** Military Leave shall be granted to affected employees as specified in RCW 38.40.060.

Personal Leave: Each employee shall be granted two (2) paid days of personal leave per year for the purpose of attending to personal business. **Teachers can carry over one (1) personal day each year never totaling more than three (3) days per year. Teachers may not use three (3) consecutive personal days in the second semester.** Personal days are not eligible for sick leave buyout. Requests for personal leave must be submitted to the principal or the superintendent at least three (3) days prior to the anticipated leave. The following caveats apply to personal leave:

1. No more than two (2) certificated employees shall take personal leave on any one day.
2. No personal leave shall be taken on the first or last day of school or on the day before or after a holiday unless approved by the superintendent prior to the leave.
3. Personal leave may not be approved if no substitute is available. Once approved, however, it is the responsibility of the District to cover the duties of the absent employee.
4. Personal leave need not be taken in half day allotments.

G. Professional Leave: Leave may be granted upon request to the principal or superintendent for attendance at professional meetings. Travel and reimbursement of actual expenses shall be granted to employees for attending these meetings, upon submission of expense voucher with receipts in a form approved by state auditing requirements. The District shall provide substitutes as necessary.

The District will make changes to its expense voucher to assist staff to understand specifically what auditing documentation is required for reimbursement and will discuss any changes in the form with the Association leadership prior to implementation.

H. Unexpected Circumstances Leave: Leave without pay may be granted for exceptional circumstances. If a teacher is unavoidably prevented from returning to school, immediate notification of the building administrator/principal is required. Exceptional circumstances may include, but are not limited to traffic accidents, road closures or extreme weather conditions.

1. Road Closure: If the school district remains open when a highway has been closed by the State Patrol and a teacher lives on that highway and has no means of coming to school that day, the district will provide one-half day district leave because of the closure. The employee will be responsible for the other half of the day if an entire day is missed by using a personal/sick day.

Section 8 – Leave of Absence

- A. Leave of absence of up to one (1) year without pay may be granted employees for the purpose of study, travel, recuperation, teaching in another school district, or working in a professionally related field, association, or related business. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Board and Superintendent.
- B. A leave of absence without pay for one (1) year entitles an employee to return at their prior salary placement with the District. Upon request by the employee, and approval by the Board and Superintendent, such leave may be renewed for up to one (1) additional year.
- C. The employee must have taught in the District for a minimum of three (3) years. There will be a limit of one (1) employee per year taking leave.
- D. An employee who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted leave of absence without pay. Leaves for these conditions may be renewed annually.

Section 9 – Leave Restrictions

- A. For extended leaves, two (2) weeks before the employee's anticipated return to work, the employee must report to his/her supervisor to give notice of his/her intention to return to work.
- B. If an employee fails to report to work within three (3) days after the date on which he/she was to have returned to work, that employee will be presumed to have voluntarily resigned his/her position with the District.
- C. Any employee who works principally in an instructional capacity and who would be on leave for greater than twenty (20) percent of the total number of

working days in the academic semester during which the leave would extend, may be required to take a leave for periods of particular duration or to transfer temporarily to an alternate equivalent position that better accommodates the leave.

- D. An employee who works primarily in an instructional capacity and who requests to return from a period of leave near the conclusion of the academic term may be required to continue the leave until the end of the term.
- E. For unpaid leaves of absence, the health benefits provided under any group health plan will be provided as if the employee continued in employment during the leave, provided the employee pays the premiums.
- F. Extended personal emergency leave shall not accumulate from year to year.

Section 10 – Workday

- A. Employees shall be required to report to work not earlier than 1/2 hour before class commences and shall be permitted to leave work 1/2 hour following afternoon dismissal. On occasion, employees may be asked to arrive earlier for special meetings. Employees are required to have sufficient planned material available to continue class in their absence, should they be delayed in returning. If extenuating circumstances occur, please notify the administration.
- B. Each employee shall be granted a daily duty free lunch period of not less than thirty (30) minutes.
- C. Parent/Teacher Conferences: No conferences shall be required to be held beyond the employee's workday. Should an employee in consultation with the school principal determine that it is in the best interest of the family to meet after the employee's workday, the conference may be scheduled with advance approval of the principal. The principal and employee will determine the approximate amount of time allowed for the conference in advance. The employee will be compensated at per diem rate upon completion and approval of an extra time sheet form, or an equal amount of comp time, at employee option.

Section 11 - Provisions for Salary Schedule Placement

- A. Employees new to the District shall be allowed full credit for each full school year (180 days) of previous teaching experience provided they notify the District of such experience upon initial hire.
- B. For placement on leap salary allocation documents, total eligible credits and certified years of experience shall be rounded to the nearest whole number. One-half credit or year shall be rounded to the nearest highest credit or year.
- C. All credits to be used for salary advancement shall be filed with the District no later than September 10th. A copy of the summer school grade sheet signed by the employee or written verification from the institution shall be accepted as proof of college credit until a formal transcript can be provided, no later than January 1. Salary adjustments for college credits shall begin with the October paycheck. Failure to provide formal transcript by January 1 may result in pay being withheld.
- D. Monthly salary payment shall be in one-twelfth (1/12) of the contracted salary.
- E. All credits recognized by the state for salary allocation shall be recognized by the District on employee salary schedule, Appendix A.
- F. Employees separating from the district at the end of the school year will receive their remaining salary in lump sum with the June payment, if so desired, so long as the termination is made known to the district by June 15.

Section 12 - Bargaining Unit Substitute Wage

- A. The daily rate of pay for bargaining unit substitute teachers shall be \$115 from 1 - 29 days in various assignments. The rate for thirty (30) day substitutes shall be \$120 per day. All days must be worked in Washtucna Schools. Bargaining unit substitutes working twenty (20) consecutive days or more in the same assignment shall be appropriately placed on the certificated employee salary schedule for the duration of the assignment, retroactive to day one.

Section 13 - Teacher Work Year

- A. Length: The length of the assigned base contract year shall be the number of days that legislature funds, unless the district is under a state waiver.

- B. Teacher Preparation Day:** The District will provide two days prior to the school year for teacher preparation. One of the days (up to 8 hours) can be taken at any time within the two weeks prior to the opening of the new school year. This day must be documented in the administrative office and occur Monday through Friday between the hours of 8 am and 4 pm. The second day will be directly prior to the start of the school year and a portion of this day is at the discretion of the administration. The first day will be paid at the per diem rate if worked; while the second day is required which is also paid at per diem.
- C. Early Release Days:** The District may provide for early release days as requested by the staff and agreed upon by June 1st of previous year by board and staff. These professional development days during the school year are to accommodate teacher needs to work in the classroom in order to prepare grades, take care of educational materials, organize classrooms, prepare for scheduled parent/teacher conferences, prepare bulletin boards, develop projects and conduct other educational collaborative activities.
- D. 2.13.5 Extension of Contract Days:** Any District approved extension of contract days for the purpose of increasing student achievement or working toward school change or for approved professional development opportunities outside of the regular school day schedule shall be calculated on the based contracted per diem rate, or as mutually agreed upon between the District and the affected staff and the Association. The Superintendent must approve any extension of contracted days for purposes of this section.
- E. Per Diem Rate:** The base contracted daily per diem rate of pay for certificated staff will be based on the number of days legislature funds or if under state waiver.
- F. Extra Duty:** Any non-contracted time spent by teachers at administrator-requested school program or activity outside of the school day shall, upon request and certification of actual hours worked, be compensated at the rate of \$28 per hour, or an equal amount of comp time, at employee option. Comp time shall accrue at twenty-eight (28) dollars per hour and be used at a comparable rate of time.
1. This is for time related to programs and activities, curriculum development and non-teaching duties other than those on Appendix B. Activities may include open house, parent night, conferences and school concerts, study table, detention, tutoring, and summer activities not offered for credit.

Criteria for usage are that is it beyond the employee work day and school related, and the superintendent must approve assignments under this section, in advance of commencement of the work. There shall be no punitive action taken against an employee who declines work beyond the regular school day.

- G. School Calendar:** The student school year Calendar shall be adopted by mutual agreement between the District and the Association. The District and Association will begin discussing the calendar not later than February 1 and conclude by March 31. There shall be no deviation or change in the school calendar once adopted by the board except by mutual agreement of both parties. If an agreement cannot be reached, the District reserves the right to set the tentative date to open school and adopt a tentative school calendar, until a mutually agreed upon calendar is reached.

Section 14 – Insurance Benefits

- A.** The District shall contribute the state allocated benefit allowance per month toward premiums of the following insurance programs for all certificated employees and their eligible dependents.
1. Premera Blue Cross Medical Plans 1-5. Employees may select an appropriate plan from those made available by the provider.
- Vision Service Plan (VSP)
 - Washington Dental Service II
 - 90 day LTD (composite)
 - \$10,000 Life and ADD (composite)
- B.** Employees will work a minimum of .5 FTE to receive benefits.
- C.** The employee will have 60 days to enroll in these plans after their first teaching day.
- D.** Any unexpended state-provided insurance monies shall be pooled and distributed equally to pay insurance premiums for employees whose premiums exceed per month per FTE allocation from the state.
- E.** The District will maintain an IRS 125 program.
- F.** The District will provide payroll deductions for employees who voluntarily enroll in retirement accounts or WEA sponsored insurance plans not

compensated by fringe benefit agreements as specified above. Premiums for such policies will be fully paid by each employee with no contribution from the District.

Section 15 - Nondiscrimination for Employment

- A. The Washtucna School District #109-43 complies with all federal rules and regulations and does not discriminate on the basis of race, color, national origin, sex or handicap. This holds true for all District employment and opportunities. Inquiries regarding compliance procedures may be directed to the School District's Title IX Officer and/or Section 504 Coordinator, c/o Superintendent of Schools, 730 E. Booth Ave., Washtucna, WA 99371-0688. This is in accordance with all Superintendent of Public Instruction format and the District's Equal Opportunity Employment Regulations.

ARTICLE III - INSTRUCTION

Section 1 - Evaluation of Certified Personnel

A. Teacher Evaluation – Purpose

The parties agree that the following evaluation system for all classroom teachers in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in WAC 392-191A-050:

1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
2. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, needs to improve his/her performance.
3. To assist classroom teachers who have identified areas needing improvement in making those improvements.

B. Qualifications of Evaluators

1. The term “Evaluator” shall mean the building principal or assistant principal of the classroom teacher being evaluated. The evaluator shall be made known to the classroom teacher within fifteen (15) working days of the beginning of the school year or within fifteen (15) working days of the first day of employment. In the event the teacher being evaluated does not work under the direct supervision of a building principal or assistant principal, a certificated administrator as designated by the Superintendent shall serve as evaluator. A classroom teacher who is assigned to two (2) or more schools shall be assigned a primary evaluator.
2. If a teacher is transferred to another position, not under the supervisor’s jurisdiction, the final evaluation shall be made by the supervisor at the time of transfer or by the new supervisor. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
3. Principals and administrators who have evaluation responsibilities shall engage in professional development designed to implement the evaluation system and maximize rater agreement. No teacher shall be evaluated by

an administrator who has not been trained in the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. RCW 28A.405.120.

C. Definitions

1. The term “Artifacts” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Artifacts should not be created specifically for the evaluation system.
2. The term “Classroom Teacher” shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teachers” does not include: counselors, librarians, instructional coaches, education specialists, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet this definition. Employees who do not meet the definition of classroom teacher will be evaluated using the evaluation requirements, as per state law and as written in the 2017-2020 Collective Bargaining Agreement.
3. The term “Component” shall mean the sub-section of each criterion.
4. The term “Evaluation” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
5. The term “Evaluation Criteria” shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
6. The term “Evaluation Report” shall mean that document which becomes a part of the teacher’s personnel file.
7. The term “Evidence” shall mean any artifact, observed practice or results of the classroom teacher’s work that demonstrates the teacher’s ability and skills in relation to the instructional framework rubric. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of

data used to demonstrate the classroom teacher's level of performance. It should be gathered from the normal course of employment.

8. The term "Instructional Framework" shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
9. The term "Not Satisfactory" shall mean:
 - a. Provisional Teachers and Non-provisional Teachers with five (5) years or less teaching experience in the State of Washington.
 - 1) Receiving a summative score of one (1) is not considered satisfactory performance.
 - b. Non-provisional Teachers with more than five (5) years teaching experience in the State of Washington.
 - 1) Receiving a summative score of Unsatisfactory one (1) is not considered satisfactory performance.
 - 2) Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.
10. The term "Observation" shall mean the gathering of evidence made through classroom or worksite visits for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.
 - a. A "Formal Observation" shall mean a documented observation that is pre-scheduled.
 - b. An "Informal Observation" shall mean a documented observation that is not required to be pre-scheduled.
11. The term "Rubrics" shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.

12. The term “Scoring Band” shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

Level 1 Unsatisfactory	=	8-14
Level 2 Basic	=	15-21
Level 3 Proficient	=	22-28
Level 4 Distinguished	=	29-32

Component scores within a criterion will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

13. The term “Student Growth” shall mean the change in student achievement in subject-matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.

14. The term “Student Growth Data” shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures.

Assessments used to demonstrate student growth shall be appropriate, relevant and initiated by the classroom teacher. Evaluation of student progress may include formative and summative measures. Evaluation of student progress may include formative measures, summative measures, school-wide and district-wide assessments.

15. The term “Summative Performance Ratings” shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient and Level 4 = Distinguished.

16. “Principal’s yearly working file” shall mean data obtained throughout current school year which pertain to staff members who have any items added to personnel file.

D. Provisional Teachers

1. Definition: The term “Provisional Teacher” shall mean any teacher in a teaching or other nonsupervisory certificated position. Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the teacher has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a level two (2) rating. This shall include any teacher who is re-employed with the District after a break in service.
2. Evaluation Option: Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in this Section, Paragraph F. Comprehensive Evaluation Option.
3. Ninety (90) day Observation: Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
4. Additional Observations: In the third year of provisional status, teachers shall be observed for a minimum of ninety (90) minutes during the evaluation year.

E. Evaluation Process

1. Notification – Within the first fifteen (15) days of each school year, or within fifteen (15) working days of the first day of employment, the classroom teacher will be notified whether the teacher will be evaluated using the comprehensive or focused evaluation system. When appropriate, evaluators may use group meetings for this purpose.
2. Teacher Self-Assessment – All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year’s comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator.
3. Artifacts and Evidence

- a. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
- b. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated at the time of the post-observation conference, and be used to determine the final evaluation score.
- c. Artifacts should not be created specifically for the evaluation process, but should be "a natural harvest" of products generated in the course of the teacher's practice.
- d. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.
- e. Artifacts and evidence will include 3 examples supporting each goal.

4. Documentation

The District shall adhere to the following:

- a. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file and removed after three years.
- b. Classroom teachers shall have access to their data collection account in subsequent years as long as they remain employed in the District. Upon separation of employment from the District this account shall be closed and no longer maintained by the District.
- c. Evaluators shall notify the teacher of any additional evidence submitted to data collection account within three (3) days.
- d. Teachers shall not be required to use the data collection system; an acceptable alternative will be made available.
- e. Any and all data entered into the data collection system shall be considered confidential, and not be subject to public disclosure.

5. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, unless it is initiated and submitted by the teacher or mutually agreed to by the evaluator and the teacher. Such recordings shall be used for evaluation purposes only and will not be shared without the teacher's written consent. Recordings of observations shall not be used in disciplinary matters.

F. Comprehensive Evaluation Option

A comprehensive evaluation will be required for all teachers who are provisional teachers or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every five (5) years.

1. Professional Goals – Comprehensive Evaluation

Teachers on a comprehensive evaluation will develop professional goals and timelines, will monitor their progress, and make adaptations as needed. The plan will be guided by the teacher's self-assessment or the prior year's comprehensive evaluation and must include one (1) student growth goal from either (3.1, 6.1, and 8.1) and one (1) instructional goal from each criteria. The evaluator and teacher shall mutually agree on the professional growth and development plan and goals for the year.

2. Pre-Observation Conference – Formal Observation

A pre-observation conference shall be held prior to a formal observation or series of observations. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation(s), 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.

3. Formal Observations

- a. At least one formal observation shall be conducted within the first ninety (90) calendar days for provisional teachers. Non-provisional teachers shall be formally observed within the first ninety (90)

workdays of the school year. The first formal observation for both provisional and non-provisional teachers shall be prearranged. The total annual observation time cannot be less than sixty (60) minutes.

- b. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
- c. As defined in RCW 28A.405.220, teachers in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time of no less than ninety (90) minutes.
- d. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the teacher, and on days of an assembly or a modified schedule, unless mutually agreed upon by the teacher and the evaluator.
- e. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework.
- f. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the observation document prior to or during the post-observation conference and be used to determine the final evaluation score.
- g. The final formal observation shall occur prior to May 1st.

4. Post-Observation Conference – Formal Observation

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

A post-observation conference shall be held within five (5) days following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one post-observation conference will be required for that series of observations.

If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.

5. Informal Observations

- a. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
- b. If the evidence is to be used in the evaluation process, the teacher will be notified in writing.
- c. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and support of professional growth of teachers, which shall not be used as the basis for teacher evaluations.

6. Final Summative Evaluation Conference

- a. Prior to May 15th 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.
- b. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date.
- c. If the evaluator judges the teacher be below Proficient the evaluator must articulate multiple points of evidence that deemed the score less than Proficient.
- d. When a final summative score is below Proficient and the teacher believes certain teacher evaluator evidence was not considered and/or

the criteria were not objectively scored the teacher and shall mutually agree on one of the following:

- 1) An additional formal observation by June 1st.
 - 2) An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the Association and the District.
 - 3) Assignment of a new evaluator for the ensuing school year.
 - 4) An additional observation by a different evaluator.
- e. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
- f. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- g. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within three (3) days.
- h. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Personnel Office; or the comments may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.

7. Comprehensive Evaluation Summative Score

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher's criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 392-191A-090.

The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follow:

Level 1 – Unsatisfactory	=	8-14
Level 2 – Basic	=	15-21
Level 3 – Proficient	=	22-28
Level 4 – Distinguished	=	29-32

8. Student Growth Impact Rating

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

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher’s student growth impact rating.

The following scoring band will be used to determine the student growth impact rating.

5-12	13-17	18-20
Low	Average	High

9. Impact of Low Student Growth Score

A student growth score of “1” in any of the student growth rubrics (SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1) will result in an overall low student growth impact rating.

A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with the evaluator, in a student growth inquiry.

10. Student Growth Inquiry

Within two months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps.

The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided. If the

examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.

If after the above two examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development plan to address student growth areas, a copy of which will be given to the teacher. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement and progress, and/or best practices related to student growth data collection and interpretation.

G. Focused Evaluation Process

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher may select from anyone of the eight (8) state criterion for each year they are assessed using the Focused Evaluation. If the teacher selects criterion 3, 6, or 8, the student growth rubrics within those criterion shall be scored. If criterion 1, 2, 4, 5, or 7 is chosen, the teacher must complete the student growth components in criterion 3 or 6 as per WAC 392-191A-120.

The teacher will develop a plan based on a self-assessment of the selected criteria, develop written professional goals and timelines, monitor progress and make adaptations as needed. The evaluator and teacher shall mutually agree on the teacher's professional goal(s) for the year.

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 prior to February 1st. A change to comprehensive evaluation must be preceded by a least one (1) meeting to discuss the need to change, an opportunity for response and the decision.

1. Observations and Conferences

Observations and conferences for the focused evaluation shall follow the process set forth in this Section, Paragraph 6., Items 2-5 (with the exception of Item 3., c. – provisional employees).

2. Final Summative Score – Focused Evaluation

The score received for the selected criterion is the score assigned as the final summative score (Distinguished = 4, Proficient = 3, Basic = 2, Unsatisfactory = 1).

If the teacher is focusing on criterion one (1), two (2), five (5), six (6), and eight (8) a minimum of 50% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation. For criterion eight (8), only the one student growth goal will be scored.

If the teacher is focusing on criterion three (3), four (4), and seven (7) 100% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation.

Components scores within a criterion, and the included student growth scores, will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

H. Support for Basic and Unsatisfactory Performance

1. Prior to the start of school, the Association will be notified if a continuing contract teacher with five (5) or more years of teaching, is judged below Proficient (-3).
2. When a teacher's summative score falls below Proficient, at least one of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:

- a. The teacher shall be granted up to five (5) days of district funded release time to observe colleagues' instruction.
- b. The teacher shall be granted an additional/alternative certificated employee evaluator.
- c. The teacher will be assigned to only one (1) work location, i.e., one classroom.
- d. A mentor will be assigned.
- e. The teacher may choose to participate in a voluntary structured support plan.
- f. Additional supports may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A-405-140).

In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1st Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

I. Probation

1. Purpose: The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.200.
2. Not Satisfactory: Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative score of one (1) are considered not satisfactory.

Continuing contract teachers with five (5) or more years of teaching experience in the state of Washington receiving a summative score of two (2) for two years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.

Teachers may only be placed on probation from the Comprehensive Evaluation Process.

3. Notice: At any time after October 15th, a teacher whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 20th of the academic year. The notice to the teacher shall be signed by the Superintendent/Designee.
4. Probationary Period: A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 1st of the same school year.
5. Regular Meetings and Assistance: During the probationary period the evaluator shall meet with the teacher twice monthly to supervise and make written evaluations of the progress made by the teacher.

The principal or supervisor may authorize one additional certificated administrator to evaluate and assist the teacher in improving his or her areas of deficiency. Should the evaluator or supervisor not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.

A teacher on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

6. Transfers: The teacher may not be transferred from the supervision of the original evaluator during the period of probation. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district may occur.
7. Removal From Probationary Status: The teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract teacher with five or fewer years of experience or of Level 3 or above for a continuing contract teacher with

more than five years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than May 15.

8. Failure to Improve: If the probationary teacher has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes ground for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405. 300.

Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under Paragraph H., Item 2., e. above, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term.

9. Procedural Errors: If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
10. Provisional Teachers: Provisional Teachers whose performance is deemed unsatisfactory shall be placed on probation in accordance with Article III. If nonrenewed, a provisional teacher shall have access to the grievance process only up through Article IV.

J. General Requirements

1. Work Site Limit: All observations for the purpose of evaluation must be conducted with the knowledge of the teacher at the teacher's normal work site.
2. Signatures: The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the teacher,

provided that the teacher's signature shall indicate only that he/she has received a copy of the observation and/or evaluation report, not that he/she necessarily agrees with its content.

3. Copy and Response: A copy of each observation shall be given to the observed teacher within five (5) working days of the observation. A copy of the evaluation shall be given to the teacher by June 1. Within seven (7) days, the teacher may submit written comments concerning the report which shall be attached to the report in the teacher's file.
4. Principals' Yearly Working Files: The principal's yearly working files shall be purged at the end of each school year or no later than June 30.
5. Surprise Bar: Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the teacher in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

K. Use of Evaluation Results

Evaluation results shall be private and confidential and shall be used:

1. To Document Satisfactory Performance: To document the satisfactory performance by a teacher of his/her assigned duties;
2. To Identify Areas for Professional Growth: To identify area(s) for professional growth according to the criteria included on the evaluation instrument;
3. To Document Unsatisfactory Performance: To document performance by a teacher judged unsatisfactory, based on the adopted evaluation criteria.

Section 2 - Preparation Period

Planning time is recognized as valuable time for instructional preparation and is allowed as follows:

- A.** All junior high and secondary certificated full time staff shall have one class period of fifty (50) minutes per instructional day, as specified by the district-approved class schedule, for the purpose of instructional preparation. Should the duration of junior and or senior high class periods change from the

present fifty (50) minute schedule, the duration of the preparation period will be negotiated.

- B.** All elementary certificated full time staff shall be afforded an equivalent amount of time, not necessarily in a block, for the purpose of instructional preparation.
- C.** Substitutes may be hired to cover planned, scheduled, or arranged half-day certificated staff absences. Such absences will be covered by a substitute, by a building administrator, or students may be placed in active classes at the discretion of the affected staff and building administrator.
- D.** Use of instructional preparation time for other than instructional preparation may be approved by the building administrator/principal. If the employee must leave the campus he/she shall inform the principal of his/her whereabouts.
- E.** If a teacher is requested by administration to forfeit their prep period to teach a class for a quarter or longer, each individual teacher will be compensated at their certificated staff's per diem hourly rate.

Section 3 - Classroom Visitation

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

- A.** All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee.
- B.** The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 4 - Academic Freedom

- A.** The right to academic freedom shall be limited by these responsibilities on the part of the teacher:
 - 1. A commitment to democratic tradition (excludes advocacy of competing ideologies and systems);

2. A concern for the welfare, growth, and development of children (excludes advocacy of practices generally recognized by society as harmful to children);
 3. An insistence upon objective scholarship (requires that more than one point of view be presented based on research).
- B.** Academic freedom, within the realm of the responsibilities listed above, shall be granted to all employees, and no special limitation shall be placed upon study, investigation, presenting, and interpreting facts and ideas concerning man, human society, and the physical and biological world.
- C.** The District may maintain mechanical and/or electronic communication devices that have two-way communication ability for the safety of employees and students alike. These devices shall not be used to monitor employees without their knowledge and consent. Information obtained by such devices will not be used for the purpose of teacher evaluation. No information obtained by such devices will be allowed as evidence in any disciplinary or there action to adversely affect the employee.

Section 5 - Professional Growth

- A.** The Board will set educational goals for the District. The goals will provide opportunities for the professional growth of successful teachers. The Board will provide a pool of \$1,000 per year to support tuition for up to three (3) teachers per year to attend classes and/or workshops to achieve District goals. Any unused funds may accumulate to a ceiling of not more than \$3,000. Interested teachers will apply with a written proposal to the Administration for Board review. This proposal will describe how the opportunity for growth will fulfill District educational goals.
- B.** Following completion of the classes and/or workshops, selected teachers are expected to train their colleagues in the techniques learned. Selected teachers shall be obligated by contract to continue with the District for a period of at least one (1) year. If the selected teacher leaves the District within this year, any funds provided by the Board for professional growth must be reimbursed to the District.

Section 6 - Student Grades

- A.** A teacher's grades or other evaluations of a student may not be changed without consultation and consent of the teacher, unless as per Policy 2420, by

Board direction following consideration by all parties at an open Board meeting or at an executive session, if it involves the receipt and evaluation of detailed complaints or charges against a specific teacher(s) and the teacher(s) has/have not requested an open meeting.

Section 7 - Student Discipline

- A. **Principal Designee**: In order to support teachers in the absence of the principal, the District will assign a principal designee who has authority to manage student discipline issues should the building administrator be absent from the District. A teacher who does not wish to assume the responsibility of principal designee may refuse to accept the voluntary assignment with no adverse consequence. Please see Appendix B, page 52.

- B. **Building Discipline Policy**: Consistent with RCW 28A.400.110 and Board Policy 3412, the school principal and certificated employees in each school building shall meet at least annually prior to October 5 in order to develop and/or receive written building disciplinary standards and uniform enforcement of those standards. Such building standards shall be consistent with provisions of RCW 28A.600.020(3) regarding student due process and Board policy. These standards shall become the basis for classroom discipline plans.

- C. **Student Removal from Class**: Consistent with RCW 28A.600.020, any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this contract.
- C. "Days" shall mean weekdays except holidays and winter and spring break, except as otherwise indicated. After school is out, days shall mean weekdays exclusive of holidays. If the district does not meet its time limits, the grievant shall have the right to appeal to the next level. If the grievant does not meet the time limits, the grievance shall be deemed to have been withdrawn. Every reasonable effort shall be exerted to resolve grievances before the close of the school term or as soon as possible thereafter.
- D. Every effort shall be made to settle grievances at the lowest possible level of the grievance procedure. The parties will cooperate in providing information to help resolve the grievance.

Section 2 - Right of Representation

- A. At least one Association representative shall be present for any meeting, hearing, appeals, or other proceeding relating to a grievance which has been filed.
- B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association or the grievant may initiate the grievance and submit the grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2; provided however, that the parties shall have twenty (20) days in which to informally discuss the matter prior to written Step 2 filing. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association or grievant at Step 2.

Section 3 - Steps in the Grievance Procedure

Grievances must be brought within twenty (20) business days of the alleged act or knowledge of the act or the grievance will be deemed waived.

The written grievance (Appendix D) shall give a clear and concise statement of the alleged grievance including the fact(s) upon which the grievance is based, the issues involved, the sections of the Agreement violated and the relief sought.

Grievances will be processed in the following manner and within the stated time limits.

- A.** A grievant shall promptly attempt to resolve the grievance informally between the grievant and his or her principal or immediately involved administrator. If the immediately involved administrator is the superintendent, the grievance is filed at Step II. If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the principal. If a grievant does not submit his/her grievance to the principal or immediately involved administrator in writing in accordance with Step 1 within twenty (20) days after the alleged act or knowledge of the act, the grievance will be deemed waived. The parties will meet within five (5) days in an effort to resolve the grievance. The principal or immediately involved administrator will reply in writing to the grievant with a copy to the Association within five (5) school days after receipt of the written grievance and the meeting.
- B.** If the grievance is not settled in Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievant may file the grievance in writing to the Superintendent of Schools within ten (10) days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact(s) upon which the grievance is based, the issues involved, the specific sections(s) of the Agreement provisions involved, and the relief sought. The Superintendent or his/her representative shall hold a meeting with the grievant within five (5) days to thoroughly review the grievance and give a written answer to the grievant no later than ten (10) school days after receipt of the written grievance and the meeting.
- C.** If the grievance is not settled at Step 2, the teacher may within five (5) days after a decision by the Superintendent, refer the grievance to the Board through the Superintendent. The Board will then, at their next meeting, hear the grievance. The Step 3 grievance shall be on the basis of Step 2. Neither party shall be permitted to assert in the proceedings any evidence, which was not submitted to the other party. The Board may uphold, modify, or overturn

the ruling of the Superintendent. Upon conclusion of the hearing the Board will have seven (7) days to provide its written decision to the grievant.

D. Grievance Mediation Alternative:

1. Either party may notify the other in writing within seven (7) days of the conclusion of Step 3 of its desire to refer an unresolved grievance to mediation. The other party shall respond within seven (7) days of receipt of the written notification whether or not it agrees to mediation of the grievance.
2. The District and the Association must mutually agree to submit a grievance to mediation.
3. Within seven (7) days following the agreement of the District and the Association to mediate the grievance, the Association and the District representatives shall mutually agree on an American Arbitration Association (AAA) or other trained mediator who shall schedule a mediation conference at the earliest possible date in consultation with the parties. If the parties cannot agree on a mediator, then the AAA the AAA will appoint a mediator from the panel of neutrals formally trained in mediation of grievances. The AAA will notify the mediator of his/her appointment and determine his/her willingness to serve. Mediation conferences will take place at a mutually convenient time and location.
4. The grievant shall have the right to be present at the mediation conference.
5. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference, and others will be encouraged to participate as necessary.
6. The mediator may meet separately with either party for clarification and discussion. The final resolution of the grievance shall occur in joint session.
7. The presentation of facts and considerations shall not be limited to those presented at lower levels of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts

and considerations are revealed to him/her and be actively involved with the parties.

8. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
9. The mediator shall provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the Collective Bargaining Agreement, together with the reasons for his/her decision unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting and applying the provisions of the Collective Bargaining Agreement.
10. The fees and expenses of the mediator and the administrative office shall be shared equally by the parties.
11. If no settlement is reached at mediation, the grievance may be appealed to arbitration by the Association. Written notice of such appeal must be made by the Association to the Superintendent seven (7) days following the termination of the mediation conference.

E. Arbitration: If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) days of the receipt of the Step 3 decision, may appeal the final decision of the District to the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) for arbitration.

F. Selection of the Arbitrator.

1. The parties shall meet to attempt to mutually agree on an arbitrator. If there is no agreement, the arbitrator shall be selected by each party striking unacceptable names from the list provided by the agency, ranking the remaining names in order of preference, and returning the list to the agency, which shall identify the arbitrator as the remaining highest prioritized acceptable name, and arrange for the arbitration.
2. The arbitrator will issue his/her decision within thirty (30) days from the date final written briefs have been submitted or, if requested by both parties, thirty (30) days after the completion of the hearing.

3. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the employer, the Association, and the grievant.

Section 4 - Jurisdiction of the Arbitrator

- A.** The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement or award damages. (Make whole remedies are not damages.)
- B.** The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.
- C.** The arbitrator shall have no power or authority to rule on any of the following:
 1. The termination of services of or failure to reemploy any provisional employee.
 2. The termination of services or failure to reemploy any employee to a position on the supplemental salary schedules.
 3. Any matter involving employee evaluation, provided that evaluation procedures shall be subject to the arbitrator's review.
 4. Reduction in Force (RIF), except for procedural issues of RIF, non-renewal, discharge, or actions which adversely affect the employee's contract status.
 5. Any matter excluded elsewhere in this Agreement.

Section 5 - Costs

- A.** 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.
- B.** Each party shall bear all costs of producing their own witnesses, preparation for exhibits and other materials to include the production of a record or transcript of the proceeding unless such record or transcript is desired by both parties.

- C. If the parties find it necessary to hear a grievance during school hours, the grievant and necessary witnesses shall suffer no loss of pay for attendance. For arbitration, each party pays cost of their own witnesses.

Section 6 - Time Limits

- A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties involved in the grievance.
- B. Failure on the part of the employer (at any step of this procedure) to communicate the decision on a grievance within the specific time limit shall permit the grievant to lodge an appeal at the next step of this procedure.
- C. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be considered withdrawn.

Section 7 - Accelerated Grievance Filing

- A. In order to expedite grievance adjudication, the parties agree that any class action grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.
- B. Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even though the contract has expired.

Section 8 - Reprisals

No reprisals of any kind will be taken by the Employer against any employee because of his/her participation in any grievance.

ARTICLE V - TERMS OF THE AGREEMENT

Section 1 – Duration

This contract shall remain in full force and effect from September 1, 2017 until August 31, 2020. The parties to this contract shall enter into negotiations for a successor contract at least ninety (90) days prior to the termination date of this contract.

Section 2 – Reopener Clause

- A. The Comprehensive Agreement may be opened for amendment(s) by the mutual consent of both parties. Requests for such amendment(s) by either party must be in writing and must include a summary of the proposed amendment(s).

Exceptions to this are:

1. **The salary schedule shall be adjusted and increased by the IPD annual inflationary adjustment (COLA). Insurance payments shall be adjusted to the state fringe benefit allocation on a yearly basis throughout the duration of this Comprehensive Agreement.**
2. Changes mandated by the Legislature shall also be opened to yearly negotiations, upon request by either party.
3. The negotiations on the school calendar shall begin by February 1 of each year. The Association recognizes that the yearly calendar is under constraints due to the cooperatives with neighboring school districts. The Board reserves the right to set the starting and ending dates of each school year. Vacation dates, in-service dates and other adjustments will be made by mutual negotiation between representatives of the Board and the Association.

Section 3 - Economic Enhancement Stipend (EES)

The District shall pay each certificated employee \$100 monthly per full-time FTE toward benefits which amount shall be prorated for part-time employees.

SIGNATURES

The signatures to validate this contract shall consist of the following:

- A. Chairman of the Board
 - B. Negotiation Members of the Board
 - C. President of the Association
 - D. Negotiation Members of the Association
-

Chairman of the Board _____

Negotiation Member of the Board _____

Acting President of the Association _____

Negotiation Member of the Association _____

Date of Ratification _____

APPENDIX A- Washtucna Salary Schedule

2018-2019

% INCREASE	Salary Schedule						
	0.035						
	BA	BA+15	BA+30	BA+45	BA+90 OR MA	MA+45	MA+90
0	\$40,760.00	\$41,864.60	\$43,040.99	\$44,293.48	\$45,626.72	\$47,045.71	\$48,555.88
1	\$41,823.84	\$42,999.13	\$44,250.44	\$45,582.42	\$47,000.08	\$48,508.83	\$50,114.52
2	\$42,915.44	\$44,164.40	\$45,493.88	\$46,908.87	\$48,414.78	\$50,017.45	\$51,723.20
3	\$44,035.53	\$45,361.26	\$46,772.26	\$48,273.92	\$49,872.07	\$51,573.00	\$53,383.51
4	\$45,184.86	\$46,590.55	\$48,086.56	\$49,678.69	\$51,373.22	\$53,176.92	\$55,097.12
5	\$46,364.18	\$47,853.15	\$49,437.79	\$51,124.34	\$52,919.55	\$54,830.72	\$56,865.74
6	\$47,574.29	\$49,149.97	\$50,826.99	\$52,612.06	\$54,512.43	\$56,535.96	\$58,691.13
7	\$48,815.98	\$50,481.94	\$52,255.23	\$54,143.07	\$56,153.26	\$58,294.22	\$60,575.11
8	\$50,090.07	\$51,850.00	\$53,723.60	\$55,718.63	\$57,843.47	\$60,107.17	\$62,519.58
9	\$51,397.43	\$53,255.13	\$55,233.24	\$57,340.05	\$59,584.56	\$61,976.51	\$64,526.45
10	\$52,738.90	\$54,698.35	\$56,785.29	\$59,008.64	\$61,378.05	\$63,903.98	\$66,597.75
11	\$54,115.38	\$56,180.67	\$58,380.96	\$60,725.79	\$63,225.53	\$65,891.39	\$68,735.54
12	\$55,527.79	\$57,703.17	\$60,021.46	\$62,492.91	\$65,128.62	\$67,940.61	\$70,941.95
13	\$56,977.07	\$59,266.92	\$61,708.07	\$64,311.46	\$67,088.99	\$70,053.57	\$73,219.19
14	\$58,464.17	\$60,873.06	\$63,442.06	\$66,182.92	\$69,108.37	\$72,232.23	\$75,569.52
15	\$59,990.09	\$62,522.72	\$65,224.78	\$68,108.84	\$71,188.53	\$74,478.65	\$77,995.31

Appendix B-1 - Supplemental Pay Schedule

ADVISOR STIPENDS:

The staff agrees to take \$2,200 to be divided at the teacher's discretion between grades 8-12. This is with the understanding that a certificated employee is the adviser. A list of assignments and breakdown of monetary compensation will be given to the business manager by September 10th each year for contractual means.

Class advisors shall assist and advise members of their respective classes in carrying out class activities and student body events. Class advisors will assure correct money handling and assist in training students in proper meeting procedures.

ANNUAL ADVISOR

The annual advisor shall be responsible for the editing and production of the school annual. The annual advisor shall be present when students are working on the publication.

DEBATE / HIGH SCHOOL BOWL COACH

The debate coach will instruct students in the art of debate and coach these students at county/regional debate tournaments.

DIRECTOR OR DRAMA

The director of drama will be responsible for one major play production every two (2) years.

ELEMENTARY TEACHER STIPEND

Elementary teachers who have a combined class size of fifteen (15) or more students at the start of school shall receive a stipend.

FFA Supervisor

The FFA advisor shall be responsible for and advise, fall, winter and spring CDE and LDE practices, events and state competitions. The FFA Advisor is also responsible to help students plan, budget, execute FFA programs and activities as well as coordinate trap schedule and paperwork. The FFA Advisor is also responsible for supervising SAE projects and communicating with administration about the use and care of the District Farm Site. Contract options include: \$7000 for advisor; if choose to add CDL and drive the bus for FFA related field trips and events OR coach trapshooting then can receive an additional \$500 for each one. i.e.: If the advisor adds the CDL OR the trap coach then receive \$7500 – but if do both the bus driving and trap coaching then receive \$8000. School District agrees to pay for the CDL training.

KNOWLEDGE BOWL COACH

The Knowledge Bowl coach will provide practice time and guidance in order to prepare students for competition in Knowledge Bowl events.

MATH TEAM COACH

The math team will provide practice time and guidance in order to prepare students for competition in math contests.

Music Director

The music director shall be responsible for the direction of two public concerts per year. In addition, the music director shall be expected to direct the Washtucna High School Band, Pep Band and/or Marching Band. Additional performances may be requested of the music director throughout the year.

The director may be allowed to choose to attend the Washington State Music Educator's Convention or the Northwest Music Educator's convention which typically are held during basketball tournaments.

SUPERVISOR DESIGNEE

The District shall designate a person or persons to whom employees may refer matters requiring immediate management action or decision, in the absence from the school grounds of the Building Principal or Superintendent. Members of the bargaining unit who are designated as "Head Teacher" in the absence of the regular Principal shall be compensated by additional pay at the rate of \$6.00 per hour for the authorized time spent as Head Teacher. Specific responsibilities and limits of authority shall be outlined by the Principal to the person so designated as Head Teacher.

Missoula Children's Theater**Paid by hours at \$28/hr.**

The MCT coordinator will be responsible for contacting parents, students and LaCrosse School coordinator to facilitate the touring company, providing all that is needed by the touring actors, notify the facility and staff when hosting, do the bussing schedule with the transportation coordinator and ride the bus when students travel to LaCrosse and be present at all the rehearsals and performances.

Camp Wooten**\$400 Stipend**

The staff member that is attending Camp Wooten with the 6th graders will attend all meetings with Camp Coordinators, may teach or co-teach a class at camp, hold a parent meeting prior to students attending, get permission granted, arrange transportation, stay at camp the 4 days, drive students to

and from, and be available for any help needed at camp. The staff member will also supervise any high school counselor(s).

Academic Scholarship Counselor(s)

\$1875

A staff member or team will be responsible to work with high school seniors on attaining scholarship forms for those attending technical schools, community and 4-year colleges. They will help them with admissions, FAFSA forms, recommendations as well as keeping parents informed as needed. The College Bound Scholarship forms will be filled out by junior high school parents if help is needed.

Future Business Leaders of America

\$1500

The FBLA advisor will provide opportunities for students to attend area conferences, competitions, and state events with students. There will be a monthly meeting and the additional activities can count as the meeting during the month they occur. Additional activities include building activities.

Honor Society

\$200

The Honor Society advisor assists students to become leaders, whether through their academics, community service or leadership opportunities. Honor Society advisor will help students to plan/organize and will attend community service projects and fundraisings activities as well as the induction ceremony for any new member.

ASB Advisor

The ASB advisor shall be responsible for guiding ASB officers and members. ASB advisor is responsible for helping students plan, budget, publicize and execute ASB programs, activities and assemblies. Other duties include communication with Administration, class advisors, and ASB co-op schools. Advising monthly meetings, leading budgeting for upcoming year, authorizing disbursements and purchasing needed supplies.

Appendix B-2 - Table of Payments

	Annual Advisor	ASB Advisor	Class Advisor Grade 8-12	Director of Drama	Debate/HS Bowl
Percent of Base or Flat Stipend	2.0	\$750	Pool of \$2,200 divided by # of staff	2.5	2.5
Travel	na		na	na	na
Post season Stipend	na		na	na	na
Experience	0.5		na	0.5	0.5

	Elementary Stipend	Knowledge Bowl	Math Team	Music Director
Percent of Base or Flat Stipend	\$500	\$500	\$500	7.0
Travel	na	na	na	1.0
Post season Stipend	na	na	na	1.0
Experience	na	0.5	0.5	0.5

An experience increment will apply per year on applicable supplemental contracts to a maximum of four (4) such increments.

APPENDIX C – School Calendar

Revolving “Perpetual” School Calendar based on 180 Instructional (School) days in one School Year.

1. First and Last Instructional Days:
 - a. If Labor Day is September 1, school begins Wednesday, August 27 and the 180th day will fall on Tuesday, June 9 (June 8 of a leap year).
 - b. If Labor Day is September 2, school begins Wednesday, August 28 and the 180th day will fall on Tuesday, June 10 (June 9 of a leap year).
 - c. If Labor Day is September 3, school begins Wednesday, August 29 and the 180th day will fall on Tuesday, June 11 (June 10 of a leap year).
 - d. If Labor Day is September 4, school begins Tuesday, August 29 and the 180th day will fall on Friday, June 8 (June 7 of a leap year).
 - e. If Labor Day is September 5, school begins Tuesday, August 30 and the 180th day will fall on Friday, June 9 (June 8 of a leap year).
 - f. If Labor Day is September 6, school begins Monday, August 30 and the 180th day will fall on Friday, June 10 (June 9 of a leap year).

If Labor Day is September 7, school begins Monday, August 31 and the 180th day will fall on Friday, June 11 (June 10 of a leap year).

g.

1. School Holidays (RCW 28A.02.061, except Winter Break):
 - a. The following are school holidays:
 - i. Saturdays and Sundays.
 - ii. Labor Day (First Monday in September).
 - iii. Veteran’s Day (November 11).
 - iv. Thanksgiving Day (fourth Thursday in November) and the day following Thanksgiving Day.
 - v. Winter break as detailed in b.
 - vi. Martin Luther King Day (third Monday in January).
 - vii. President’s Day (third Monday in February).
 - viii. Spring break (week of the first Monday in April).
 - ix. Memorial Day (last Monday in May).
 - b. Details of Winter Break:
 - i. If Christmas and New Year’s Day fall on Monday, Winter Break begins Thursday December 21, and ends Tuesday January 2 (9 weekdays).
 - ii. If Christmas and New Year’s Day fall on Tuesday, Winter Break begins Monday December 24, and ends Friday January 4 (10 weekdays).
 - iii. If Christmas and New Year’s Day fall on Wednesday, Winter Break begins Monday December 23, and ends Friday January 3 (10 weekdays).
 - iv. If Christmas and New Year’s Day fall on Thursday, Winter Break begins Monday December 22, and ends Friday January 2 (10 weekdays).
 - v. If Christmas and New Year’s Day fall on Friday, Winter Break begins Monday December 21, and ends Friday January 1 (10 weekdays).
 - vi. If Christmas and New Year’s Day fall on Saturday, Winter Break begins Monday December 20, and ends Friday December 31 (10 weekdays).
 - vii. If Christmas and New Year’s Day fall on Sunday, Winter Break begins Thursday December 22, and ends Tuesday January 3 (9 weekdays).
2. The October and March in-service days shall not be used as instructional days unless mutually agreed by the District and the Association under the provisions of emergency school closure.

Appendix D - Grievance Form

Grievance Number: _____

DISTRIBUTION OF FORM

Name of Grievant: _____

- 1. Supervisor
- 2. Employee
- 3. Association

Step 1 - The Principal

Date cause of the grievance occurred: _____

Statement of the grievance: _____

Sections of Agreement

Violated: _____

Relief sought: _____

Signature

Date

Disposition by principal: _____

Signature

Date

Position of grievant and/or association: _____

Signature

Date

(Attach additional sheets as necessary)

Appendix D: p.1

Step 2 - The Superintendent

Date received by Superintendent or designee: _____

Disposition of Superintendent or designee: _____

Signature Date

Position of grievant and/or association: _____

Signature Date

Step 3 - The Board of Directors

Date received by Board or designee: _____

Disposition of Board or designee: _____

Signature Date

Position of grievant and/or association: _____

Signature Date

Mediation Alternative

Date submitted to mediation: _____

Signature _____

Disposition of mediation: _____

Name of mediator: _____

Date of mediation: _____

Step 4 - Arbitration

Date submitted to arbitration: _____

Signature _____

Disposition and award of arbitrator: _____

Name of arbitrator: _____

Date of award: _____

APPENDIX E – Salary Placement Considerations
Refer to WAC 392-121-264 and 392-121-280

- A. Employees shall be placed on the appropriate index step of the salary schedule according to years of experience and education earned.
- B. Increments for education will be based on the highest degree held along with any credits and/or clock hours earned after awarding or conferring of the degree. Ten (10) clock hours is equal to one (1) college quarter credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.
- C. Individuals who have verified work experience in the State of Washington, out-of-state, and/or a foreign country shall be placed on the Salary Schedule on a one-for-one basis up to the maximum step for salary schedule purposes.
- D. Only one year of teaching experience credit may be earned during a school year. Experience credit towards salary schedule advancement will be the cumulative sum of the years of experience. Partial years will be added as earned. For example, 0.6 years + 0.6 years = 1.2 years or 1.0 years on the Salary Schedule.
- E. Certificated years of experience shall include:
 - 1. Accumulated full-time and part-time professional education employment prior to the current school year in the State of Washington, out of state, and foreign country work experience (which requires certification as a condition of employment).
 - 2. Accumulated full-time and part-time professional education employment in a State approved education program as per WAC 392-121-264. For example:
 - a. Centrum
 - b. Pacific Science Center
 - c. Seattle Children’s Hospital
 - d. Other educational centers authorized under RCW Chapter 28A.205
 - 3. Casual substitute experience.
 - 4. Comparable experience in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges and universities.
 - 5. Employment by a governmental employment agency.
 - 6. Military, Peace Corp, or Vista service which interrupted professional education employment
- F. Individuals who have verified comparable experience in a school or non-school position shall be credited as follows:
 - 1. Non-degreed vocational/career and technical education instructors will receive one (1) year of experience credit for each year worked in a non-public school setting up to a maximum of six (6) years.
 - 2. ESA employees (occupational and physical therapists, nurses, SLP’s, audiologists, counselors, psychologists, and social workers) will receive one (1) year of experience credit for each year worked in a school or non-school setting, up to the maximum step for salary schedule purposes.

- a. **Salary Adjustments:**
Salaries shall be adjusted as of the beginning of the contract year, for educational credits/clock hours earned prior to September 10, provided that notice is given to the Superintendent on, or before, September 10.
- b. **Proof of Credits**
Proof of credits/clock hours earned shall be by official transcript/form as recognized by the State of WA for proof of credits/clock hours; provided that the official grade notice or other suitable proof may be temporarily substituted.

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