

**Collective Bargaining Agreement**

**Between**

**Grapeview Education Association**

**And**

**The Grapeview School District No. 54**

**Board of Directors**

**September 2021 to August 31, 2023**

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## **Article I—Administration**

### Definition of the Parties

This Agreement is entered into by and between the Grapeview Education Association, called the "Association" and the Grapeview School District #54, called the "District." The Board will be referred to as "Board."

### Section 1. Recognition

The District recognizes the Association as the collective bargaining representative for certified personnel employed by the District under a regular contract or on leave by Board action. Excluded is the principal/superintendent.

Substitute teachers shall not be considered to be members of the bargaining unit.

The term "employee" shall mean any certificated employee when used hereinafter in the Agreement and shall refer to all employees represented by the Association and the bargaining unit as defined above in A.

### Section 2. Status of the Agreement

This Agreement shall become effective when ratified by the Parties and executed by authorized representatives and may be amended or modified only with mutual consent of the Parties. In the event of a consolidation, annexation or merger with another school district, the District shall strive to retain the recognition for training and experience (seniority) of the staff. In such an event, it will be the intention of the District to do whatever possible to maintain the existing staff positions. The District will discuss issues related to certificated personnel with the Association representative. Every effort will be made to preserve both seniority and position. The Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

### Section 3. Conformity To Law

If any provision of this Agreement shall be found contrary to law, such provision shall have the effect only to the extent permitted by law, but the remainder shall continue in effect for the duration of the Agreement.

### Section 4. Contract Compliance

All individual contracts shall be subject to and consistent with Washington state law and the terms and conditions of this Agreement.

## Section 5. Distribution of the Contract

Within thirty (30) days following the signing of the ratified Agreement, the District shall distribute copies of the Agreement to all teachers. One (1) or more additional copies shall be provided to the Association. A copy of the Agreement shall be provided for review to all applicants for teaching positions. All teachers new to the District shall be provided a copy of the Agreement by the District.

The cost of reproducing and distribution of the Agreement, as well as that of any amendments, shall be divided equally by the District and the Association.

## **Article II—Business**

### Section 1. Association Rights

The Association and its representatives can use school facilities for meetings, provided that such use shall not entail additional cost to the District. Those meetings will be held during non-duty hours and will not interfere with normal school operations.

- A. The Association shall have the right to post bulletins and Association information on the bulletin board in the faculty lounge, subject to applicable Public Disclosure Commission rules.
- B. The Association shall have the right to use the District's equipment provided that the Association will reimburse the District for actual costs incurred.
- C. The District will make available to the Association the names and addresses of all new employees of the District once their employment becomes public.
- D. In response to reasonable requests, either party agrees to make available such public information as may be necessary for transactions mutually agreed upon.

### Section 2. Dues Deductions

- A. During the term of this Agreement, the District agrees to deduct from the wages of each certificated employee a sum certified by the Association as dues once each month, provided that the District has received a written authorization from such employee. The district agrees to forward the sum so deducted once each month in accordance with the District's disbursement procedures.
- B. The Association shall submit a signed authorization to the district office from processing. Amounts of annual dues deduction shall be made known by the Association to the District office by September 15 of each year.



- C. Dues deductions for new members after the commencement of the school year shall be appropriately prorated.
- D. Other deductions: The District agrees to deduct from the salary of its certificated employees for whom the Association is the bargaining agent, premiums for those insurance and annuity programs which have been approved by the District Board upon receipt of written authorization from each such employee. Sums which are deducted as premiums for approved insurance and annuity programs will be forwarded in accordance with the written authorization.
- E. The Association agrees to defend, indemnify and hold the district harmless against any and all claims, suits, orders, or judgment brought or issued against the district as a result of any action taken by the district under the provisions as authorized in this section.

### Section 3. Management Rights

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

## **Article III—Employee Rights**

### Section 1. Right to Organize

Employees shall have the right to organize, to form, join or assist employee organizations to bargain collectively through representatives of their own choosing. There shall be no discrimination against any employee because of his/her affiliation or non-affiliation with any employee organization.

### Section 2. Academic Freedom

The Board and the Association recognize that the ability of a pupil to progress and mature academically is a combined result of school, home, economic and social environment and that the teacher alone cannot be held accountable for some aspects of academic achievement of the pupil in the classroom. A certificated employee must be free to think and to express ideas, free from undue pressure of authority and free to act within his or her professional group. Such freedom must not be restricted except as it conflicts with the basic responsibility to utilize the current District-authorized courses of study and curriculum materials and to follow established District policies relating to review and presentation of controversial issues. The principle of academic freedom for certificated employees shall not supersede the basic responsibilities of the employee to the education profession. Those responsibilities include: a) a commitment to support the Constitution of the United States; b) a concern for the welfare, growth and development of children; c) an

insistence upon objective scholarship; d) and use of research based effective teaching strategies.

As a vital component of academic freedom, teachers shall be responsible for decisions regarding the methods of instruction and the use of materials and supplemental materials for instruction, informed by the district's approved instructional framework and research on best practices of the students. It is further understood that free interchange of ideas leading to clearer understanding at the maturity level of pupils must be expected as a part of effective teaching.

Any challenge of members of the professional staff, relative to the use of educational materials of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit, shall be resolved through utilizing established administrative channels.

### Section 3. Personnel Files

A permanent personnel file, in accordance with District rules and regulations, will be maintained in the Human Resources/Business office for each employee covered by this Agreement. The employee may review his/her personnel file and may have a representative of his choice present at inspection. The superintendent or his or her designee shall be present. The employee's file shall be available to the employee or his designate and the superintendent and his/her designee only. Such files will include evaluation, observation, and performance letters. Material placed in the employee's permanent personnel file shall be available for review by the employee and, upon request; a copy of any material contained therein shall be offered the employee. Employees shall be charged the cost for such copies requested.

Written notification by the employer to inform the employee of the receipt of any disparaging material within fifteen (15) teaching days of such receipt shall be required. The employee shall acknowledge that she/he has read such material by affixing his/her signature and the date posted, with the understanding that such signature merely signifies that she/he has read the material to be filed. Such signature does not indicate agreement with its content.

The district reserves the right to make final determination regarding material to be maintained in the employee's personnel file. However, should the staff member request removal of material judged by the staff member to be disparaging and such material has been in the file for three (3) years or more and is mere allegation which has never been substantiated, such material shall be removed.

Materials reviewed by the employee and judged to be either disparaging to the employee's conduct, service, character, or personality may be answered by the employee in writing. Such responses shall become part of the district personnel records.



The employees' application, contracts, transcripts, payroll records, and related materials shall be maintained in the business office files. These are also open to the employee.

#### **Section 4. Due Process**

No employee shall be formally reprimanded, warned or disciplined except for fair and reasonable cause. All information forming the basis of any reprimand, warning or discipline shall be in writing and made available to the employee. Employees have the right to be represented by an Association member at any meeting that may lead to discipline.

#### **Section 5. Staff Protection**

- A. A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The superintendent's and/or designee shall notify the police if necessary. Immediate steps shall be taken in cooperation with the employee to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the superintendent at the earliest possible time.
- B. The district agrees to provide liability insurance, up to the limit of 1.5 million dollars, covering bodily injury for the employees of the district, while s/he is acting within the scope of his/her employment.
- C. The district shall also provide insurance coverage for certificated employee's personal property that may be brought to the school, should such property become damaged, destroyed or missing as a result of fire, theft, vandalism, burglary, or earthquake. The limits of this coverage are \$500 dollars per certificated employee per incident.

### **Article IV—Leaves**

#### **Section 1. Leaves of Absence With or Without Compensation**

Every employee holding a regular full-time position shall accrue a total of twelve (12) days with pay to their Sick Leave Bank (SLB) for each school year. Unused leave under this provision shall accumulate in the employee's Accumulated Leave Bank (ALB) to a maximum of 180 days. Every employee holding a regular, part-time position shall accrue leave with pay proportionately. The appropriate leave category will depend upon the reason for an employee's absence. Leaves may or may not be compensated and may or may not be deducted from the employee's SLB.

The intent of compensated leaves is to make it possible for employees to be absent for legitimate purposes but not for personal pleasure or profit. Any abuse of this leave provision shall result in a loss of pay for the day's missed and/or disciplinary action. It is the responsibility of the district to provide a qualified substitute for any short term absence covered in the agreement.

## Section 2. Illness and Injury (Sick Leave)

- A. Compensated leave may be applied to absence caused by illness or injury of an employee. Compensated leave may be used for medical, dental, or ocular appointments when absence during working hour for this purpose verified by appropriate document and is authorized in advance by the appropriate supervisor. In any instance involving use of a fraction of day's sick leave, at the minimum charge to the employee's sick leave account shall be one hour. If the supervisor has reason to believe that student learning is being negatively affected, the supervisor may request a conference with the employee if s/he is concerned about the employee's sick leave usage. If the employee's absences continue, the supervisor may require that the employee provide medical verification for future sick leave absences. An effort will be made by employees to avoid utilizing compensated sick leave to extend a holiday, school breaks, or other non-school days.

When an employee will be absent from work due to an illness, s/he shall give notice to the principal or the person designated by the superintendent to receive such notice, by 6 p.m. the night before or not later than 6 a.m. of the first day of the illness. The district shall be notified not later than 2:55 p.m. of the day prior to returning. If the district is not notified by 2:55 p.m., the substitute will be retained for the next day. If the absence may be for consecutive days, the district should be notified of the probable day of return.

- B. No district employee shall be entitled to compensated leave while absent from duty due to the following causes:
1. Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.
  2. Sickness or disability sustained while on leave of absence without pay.
  3. Inability to properly perform required duties as a result of drug dependency or alcohol, except in cases of medically supervised treatment.
- C. All leave for illness and injury shall be deducted from employee's ALB.
- D. The district shall establish and administer a leave sharing plan which is consistent with state law, in which eligible employees (see Emergency Sick Leave) may donate sick leave when an employee will have cause to take leave without pay. An employee who has accrued a sick leave balance of more than 60 days is allowed to transfer leave to another employee. Employees cannot donate sick leave that would result in his/her account going below 60 days. The days donated by employees will be done in a round robin fashion as follows: one day from each person donating one or more days will be used in the first round. If more days are necessary, another round of one day will be deducted from each member contributing until the pool is exhausted.

### Section 3. Family Illness

District staff members may use accrued sick leave to care for a parent, significant other, spouse, son or daughter, as well as other individuals who are living in the home of the employee, or other person as approved by the superintendent or designee. The district may require a signed statement from a licensed medical practitioner to verify the need for treatment or supervision for an absence which exceeds five (5) consecutive days.

### Section 4. Emergency Leave

Paid emergency leave shall be granted in case of illness or accident within the employee's household. Household shall include parent, spouse, significant other, son or daughter, as well as other individuals who are living in the home of the employee, or other person as approved by the superintendent, or designee.

The situation requiring emergency leave must have been suddenly precipitated and be of such a serious nature that pre-planning would not be possible.

As soon as possible, but not more than one (1) working day after resuming his/her duties, the employee shall attest to his/her uses of emergency leave time. Paid "emergency leave" shall be administered in the following fashion: for each situation, up to two days shall be granted by the principal/superintendent; up to two additional days may be granted by the Board. All granted leave with pay shall be deducted from the employee's ALB.

### Section 5. Personal Leave

All employees are granted three (3) days personal leave per year and may be accumulated to a total of four (4) days. A maximum of four (4) personal leave days may be used during the school year. Personal leave days may be considered for cash-out at the per diem rate. If requested by the employee by June 1 up to three (3) days may be cashed out in any given year. Approval will be based on the availability of substitutes. Personal Leave may not be used to extend a holiday vacation, during conference days, or the first or last five student days of the school year. However, personal leave may be granted on those days with the permission of the superintendent or designee, provided a substitute teacher is available.

Notice must be given in advance for the purpose of obtaining a substitute. If the leave is not an emergency, a three-day notice will be given.

### Section 6. Maternity Leave

Maternity leave of absence without pay, not to exceed one year following the semester in which the leave begins, shall be granted to an employee because of pregnancy and/or convalescence following childbirth. The teacher shall state in an application the beginning and termination dates of childbirth leave being requested. Disability relating to pregnancy, miscarriage or delivery will be recognized as paid compensated sick leave (as long as the accumulated sick leave days are available for said employee).



## Section 7. Parental Leave

### A. Birth/Adoption Leave

An employee will be granted up to three (3) days non-accumulative paid leave per year for a birth or adoption occurring during or adjacent to the employee work year.

### B. Child Care Leave

1. An employee shall be granted upon his or her request a leave of absence for a period not to exceed one (1) year for his or her child up to the age of eighteen (18), or to care for his or her child who has recently been adopted or for whom the employee has just acquired custody. Such leave shall be taken on consecutive days.
2. This leave shall be on an unpaid basis, except that an employee may choose to use all days of paid accumulated illness and injury leave for this child care leave.
3. An employee who desires to take a child care leave shall request such leave at least one (1) month in advance of the estimated beginning date of the leave. The District may waive this one (1) month requirement in emergency circumstances. Except as otherwise mutually agreed by the employee and the District, the child care leave shall end at the end of the academic term at the employee's school. The leave request shall include estimated dates of beginning and ending of the leave.
4. Upon return from child care leave, an employee shall be entitled to a position in the District except where otherwise provided by law in connection with termination or nonrenewal. The employee will be placed in the original position or in an appropriated comparable position unless the employee requests and is granted a change of assignment. The employee will retain the rights and benefits commonly afforded certificated employees in returning from a leave, including those under the continuing contract laws of the State of Washington.
5. An employee may elect and shall have the right, upon notification to the District, to stay enrolled in any of the benefit insurance plans provided by the District for the monthly premiums and/or to pro-rate any remaining compensation over the balance of the contract year and receive such regular monthly payments.

### C. Child Health Care Leave

An employee may use any portion of his or her accumulated paid illness and injury leave to care for a child with a health condition that requires treatment or supervision.

- D. Nothing in this section 7 shall preclude an employee's right to apply for any other applicable leave. The leave granted under this Section shall run concurrently with any leave to which the employee is entitled under the state and federal Family and Medical Leave Act (FMLA).

The employee on leave shall notify the District by May 15 of their intention to return, or not, for the ensuing school year.

#### Section 8. Bereavement Leave

In the event of a death of a family member up to five (5) days of paid leave shall be granted. In the event of a death of a close friend, two (2) days of paid leave shall be granted. This shall not be deducted from sick leave.

Additional days or exceptions to this Section may be granted by the Superintendent. Such additional leave shall be deducted from sick leave.

#### Section 9. Jury Duty

Leave of absence may be authorized for jury duty. Employees may secure support from the district office in seeking relief from jury duty when it interferes with professional obligations. There will be no reduction in pay for jury duty on condition that any fees received from services performed during working hours shall be remitted to the business office.

#### Section 10. Association Leave

A representative of the association may be granted leave to attend meetings related to association business. Prior approval must be obtained. When the leave is granted, the association shall reimburse the district for all substitute costs, including benefits. There shall be no deduction from his/her regular salary or from his/her Accumulated Leave Bank.

#### Section 11. Other Leaves

Leaves of absence of up to one (1) year without pay may be granted employees by the Board for the purpose of study, travel, recuperating or working in a professionally related field, providing that a satisfactory replacement is available for the time period specified. Employees will be eligible for Section 12 leave every three (3) years.

#### Section 12. Visitation Day

To encourage innovation, etc., one day a year, with district approval, may be used by a teacher to visit another classroom. The Board will pay mileage and a substitute for that day. Should total mileage exceed 150 miles, it will be necessary to receive prior approval.

### **Article V- Evaluation Procedure**

#### Section 1. Responsibility and Purpose for Evaluation

Within the school, the principal/superintendent or designee shall be responsible for the evaluation of employees. Even though evaluation is the title of this article and the results can be used as one of multiple factors in making human resource and personnel decisions the intent for the evaluation process is to acknowledge the critical importance of teachers in

impacting student growth by emphasizing their own professional growth. Recognition of high levels of performance and encouraging improvement in specific identified performance areas through a systematic process of assessment is critical for meaningful professional growth.

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and as defined by RCW 28A.405.110. An evaluation system must:

- A. Be meaningful, helpful and objective
- B. Encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement.
- C. Provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize and encourage respect for superior teaching performance.
- D. Encourage respect in the evaluation process by the persons conducting the evaluations and the persons' subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.

As described in WAC 392-191-025, the purposes of evaluations of certificated classroom teachers shall be at a minimum:

- 1. To identify in consultation with classroom teachers observed particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher needs to improve his or her performance.
- 2. To assist classroom teachers, who have identified areas needing improvement, in making those improvements.
- 3. To identify classroom teachers whose professional performance is unsatisfactory and for whom remediation is needed.

## Section 2. Definitions

- A. Artifacts shall mean any products generated, developed or used by a certificated teacher, or used during the evaluation process. Artifacts do not have to be created specifically for the evaluation system. Tools or forms, such as observation notes, used in the evaluation process may be considered as artifacts. An individual artifact may serve as evidence for more than one component.
- B. Component shall mean the sub-section of each criterion.
- C. Criteria shall mean the eight (8) state defined categories to be scored.
- D. Evaluator shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.



- E. Evidence shall mean examples or observable practices of the teacher's ability and skill in relationship to the instructional framework rubric.
- F. Not Satisfactory shall mean:
  - Level 1: Unsatisfactory – Receiving a summative score of one (1) is not judged satisfactory.
  - Level 2: Basic – If the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year period.
- G. Student Growth means the change in student achievement between two points of time.
- H. Student Growth Data means relevant, multiple, meaning 2 or more when possible, measures that may include formative and summative classroom-based, school based, school district based and state-based tools.
- I. Provisional Teachers are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
- J. Observations shall be the process of the evaluator to visit classrooms or other areas of work of a teacher to take notes and provide feedback on these visits.
- K. Informal Observations are observations for evaluative purposes to reach the required number of minutes and will be at least 10 minutes in length. Written feedback from the evaluator will be given to the teacher following the observation.
- L. Formal Observations are pre-arranged observation of at least 30 minutes in length. A pre and/or post conference will occur at the request of either the evaluator or teacher.
- M. Pre/Post Observation Conference shall be a meeting between the evaluator and the teacher which occurs before and after an observation respectfully.
- N. Evaluations shall be the written formal report using the criteria required under RCW 28A.405.100.

### Section 3. State Criteria and Framework

- A. The following criteria will be used to evaluate certificated classroom teachers:
  - 1. Centering instruction on high expectations for student achievement;
  - 2. Demonstrating effective teaching practices;
  - 3. Recognizing individual student learning needs and developing strategies to address those needs;
  - 4. Providing clear and intentional focus on subject matter, content, and curriculum;
  - 5. Fostering and managing a safe, positive learning environment;

6. Using multiple student data elements to modify instruction and improve student learning;
  7. Communicating and collaborating with parents and school community;
  8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
- B. The parties have agreed to the adopted evidence-based instructional framework developed by Danielson and approved by OSPI.
  - C. Upon mutual agreement the parties may select a different instructional framework approved by OSPI.

#### Section 4. Summative Performance Ratings

- A. **Level 1: Unsatisfactory.** Professional practice shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.
- B. **Level 2: Basic.** Professional practice shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time. This level may be considered basic competence for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.
- C. **Level 3: Proficient.** Professional practice shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.
- D. **Level 4: Distinguished.** Professional practice at this level is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth and collaborative practice.

## Section 5. Student Growth

Embedded in three different State criteria are five components designated as student growth components. Student Growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It should include teacher initiated formal and informal assessments of student progress.

## Section 6. Evaluation Agreements

### A. Out of Content/Endorsed Areas

1. Teachers evaluated while teaching outside of their content areas or endorsed areas shall have minimal emphasis placed on their understanding of subject matter, content, and curriculum during their first year of such placement.
2. As per WAC 181-82-110 (1) (b), no teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments".

### B. Electronic Devices

1. Electronic devices shall not be used to record audio or video of the proceedings of any class without knowledge and consent of the teacher.

### C. Evidence Collection

1. Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation.
2. The teacher may provide additional evidence and artifacts to aid in the assessment of the teachers' professional performance against the instructional rubric, especially for those criteria not observed in the classroom.
3. Evidence collection is a sampling of data to inform decisions about level of performance and should be gathered from the normal course of employment.
4. Documented conversations between teacher and evaluator can count as evidence.
5. Evidence should primarily be a "natural harvest" gathered from the essential work of the teacher.

### D. Use of Student Input

1. Student input may be used to initiate further observations and evidence gathering. If used, it should be one of multiple measures used in the evaluation process.

### E. Confidentiality



1. An evaluation system shall include steps taken by the District to insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

F. Student Growth Data

1. Shall be recommended by the teacher, discussed during the goal setting conference, and finalized by the evaluating administrator.
2. Student growth data to be used must be based on students enrolled for the duration of the same two points in time.
3. Employees shall have access to all student growth data when available.
4. Growth data should demonstrate a significant impact on student learning, be aligned to content standards, be an appropriate for the context/content and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based assessments.

G. Support for Basic and Unsatisfactory

If any teacher is judged below Proficient (3) any time after midyear feedback, the principal shall provide recommendations for improvement and positive assistance to implement these recommendations. The association will be notified upon teacher's written request.

Section 7. Observations

A. All Teachers

Certificated classroom teachers will be observed for the purposes of a summative or annual comprehensive evaluation or a focused evaluation at least twice each school year in the performance of their duties for a total observation time of no less than 60 minutes.

B. New Teachers

New certificated classroom teachers will be observed in the performance of their duties at least once during the first 90 calendar days of their employment for a total observation time of no less than 30 minutes.

C. Provisional Teachers

Certificated classroom teachers in the third year of provisional status will be observed in the performance of their duties at least three times during the school year for a total observation time of no less than 90 minutes.

#### D. Conferences

Each certificated classroom teacher will have the opportunity for confidential conferences with his or her evaluator on two occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance.

#### E. Informal Observations

1. Informal observations of less than thirty (30) minutes in duration, or a series of observations may be utilized by the evaluator at his/her discretion. If there is an area of concern noted from the informal observation, written documentation of the observation must be provided to the teacher for the evidence to be used in the evaluation process.
2. Informal observations do not have to take place in a classroom. Other places (i.e. staff meeting, department meetings, PLCs, etc.) may serve as observation sites.
3. Information or data gathered during informal visits to a teacher's classroom by his or her evaluator may be used as part of the evaluation by of the teacher.
4. Any time after an informal observation has been conducted by a teacher may request a post-observation conference to discuss that observation.

#### F. Formal Observations

1. Formal observations shall occur at least twice in the performance of teacher's assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes. Prior to the formal observations, the teacher and the evaluator shall mutually agree to the date, time, and location for said observation.
2. Formal observations will take place when the teacher is providing instruction to students.
3. Except in cases of emergencies or unforeseeable circumstances, formal observations shall not be scheduled less than six (6) weeks apart if the administrator plans on conducting only two formal observations with a staff member, except at the concurrence of the teacher, in order to allow for conferencing and growth.
4. All aspects of the observation may be discussed in a post-observation conference.
5. Teachers shall have the opportunity to provide unobserved evidence and/or artifacts of having met certain criteria and goals.

6. At the request of the evaluator or teacher, a pre-observation conference shall be held between the supervisor and employee before the observation to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. If a formal observation is scheduled and the evaluator is unable to attend, another pre-observation conference may be held at the request of the classroom teacher.
7. At the request of the evaluator or teacher, a post-observation Conference shall be held to discuss the observation report within five (5) working days after such formal observation to review the evaluator's and teacher's evidence related to the scoring criteria during the observation and to discuss the teacher's performance.

#### Section 8. Required Evaluations

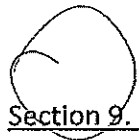
- A. Comprehensive Evaluations - All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.
- B. Focus Evaluation - In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation, unless at the direction of the evaluator a comprehensive summative evaluation is required.
  1. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.
  2. Teachers on focused evaluations shall select with the evaluator's approval which one of the eight criteria will be assessed, plus the professional growth activities linked to that criterion.
  3. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.
  4. A group of teachers may focus on the same evaluation criterion and share professional growth activities.
  5. If the employee chooses criterion 1, 2, 4, 5, or 7, s/he must also complete the student growth components in either criterion 3 or criterion 6.
  6. The evaluator must assign a summative evaluation performance rating for the focused evaluation using the methodology adopted by the Office of the Superintendent of Public Instruction for the instructional framework being used.



7. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator by no later than mid-year.

C. Procedures

1. The following will occur within the first two (2) months of the school year:
  - a. Initial meeting to discuss evaluation process and current framework.
  - b. Completion of a self- assessment by the teacher. The teacher has the option to share or not to share the results with their administrator.
  - c. Notification given to the teacher by the evaluator as to which type of evaluation will occur. (Comprehensive or Focused)
  - d. Goal setting form and conference completed.
2. Mid –Year conference will occur by February 15 to receive feedback on evidence collected to date and progression towards overall ratings.
3. All evidence shall be completed by May 15 unless mutually agreed upon by teacher and evaluator.
4. All summative evaluations will be completed by June 1.



Section 9. Provisional Teachers

Provisional Teachers are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.

- A. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
- B. All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.
- C. The evaluator shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.

#### Section 10. Notice of Deficiency and Reasonable Program for Improvement

At any time after October 15, a certificated classroom teacher whose work is not judged satisfactory based on district evaluation criteria will be given a written notice of deficiency that lists specific areas of deficiencies and provides a reasonable program for improvement. The association will be notified upon teacher written request. The following overall summative performance ratings mean that his/her work is not judged satisfactory:

A. Level 1 - Unsatisfactory

B. Level 2 — Basic

If the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the Level 2 (Basic) rating has been received for two consecutive years or for two years within a consecutive three-year time period.

#### Section 11. Probation

A probationary period of 60 school days will be established for those certificated classroom teachers whose work is not judged satisfactory. This period may be extended if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probation period is concluded before May 15 of the same school year. The probation period may be extended to the following school year if the probationer has five or more years of teaching experience and a comprehensive summative evaluation performance rating as of May 15 of Level 2 or less.

The superintendent will establish the probationary period and provide the notice of deficiency to the probationer. A conference between the evaluator and teacher may be held at the request of either party. The purpose of the probation period is to give the probationer the opportunity to demonstrate improvements in his or her area of deficiency. The establishment of a probationary period does not adversely affect the probationer's contract status within the meaning of RCW 28A. 405.300.

During the period of probation, the probationer may not be transferred from the supervision of the original evaluator. The original evaluator must document any improvement of performance or probable cause for non-renewal before any consideration of a request for transfer or reassignment contemplated by either the probationer or the district can occur. Once areas of growth and criteria for improvement are identified, they may not be changed.

During the probation period, the evaluator will meet with the probationer at least twice monthly to supervise and make a written evaluation of progress, if any, made by the probationer.

The evaluator may authorize one additional certificated staff member to evaluate the probationer and to aid them in improving their area of deficiency. Should the evaluator not authorize an additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected by the evaluator from a list of evaluation specialists compiled by the educational services district. Such additional certificated staff members will be immune from civil liability incurred or imposed during an otherwise good faith performance of an evaluation. Procedural errors occurring during a program for improvement do not invalidate the effectiveness of the plan or the ability to evaluate the probationer's performance.

**A. Removal from probation**

The probationer will be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in the specific areas detailed in the notice of deficiency and in the program for improvement. Certificated classroom teachers must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a provisional employee or for a continuing contract employee with five or fewer years of experience or of level 3 or above for a continuing contract employee with more than five years of experience.

**B. Lack of improvement while on probation**

If a probationer does not show necessary improvement during the probation period, the evaluator will document the lack of necessary improvement and the superintendent will notify the probationer in writing that this constitutes grounds for a finding of probable cause for non-renewal.

**C. Alternative assignment**

Immediately following the completion of the probationary period that does not produce necessary performance changes detailed in the initial notice of deficiencies and program for improvement, a certified classroom teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year.

**D. Notification of discharge**

If a contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below Level 2

for two consecutive years, the district will, within 10 days of completion of the second evaluation or by May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

## Section 12. Evaluation Results

### A. Evaluation results shall be used:

1. To acknowledge, recognize and encourage excellence in professional growth and performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement base on the criteria.
4. To document performance by a teacher deemed unsatisfactory based on District evaluation criteria.

### B. Evaluation results shall not be:

1. Shared or published with any identifying information, except as required by law.
2. Shared or published, without notification to the individual and GEA, unless otherwise requested by the individual.
3. Used to solely determine assignment, placement, or job status
4. Used to determine any type of base or additional compensation

### C. The evaluation ratings of classroom teachers shall not be based on comparison to the evaluation ratings of other teachers in the district.

## **Article VI—Reduction and Recall**

### Section 1. Reduction of Certificated Employees

The term “reduction” as used herein refers to action by the Board reducing the number of certificated employees in the district due to economic reasons and/or decline in enrollment. No provision of this agreement shall be construed as an abrogation of the rights of any certificated employee, pursuant to RCW 23A.67.070 or RCW neither 28A.58.450 nor any other district’s responsibilities under the cited statutes. Reduction of certificated employees with valid contracts shall not be made during the school year. In the event of reduction, the district shall provide written notice of non-renewal to all affected certificated employees on or before May 15. When possible, the association shall be notified of anticipated reductions not later than May 1.

### Section 2. Determination of Vacant Positions

The district shall determine, as accurately as possible, the total number of certificated staff leaving the district for reasons of retirement, family transfer, normal resignation leaves, discharge or non-renewal, etc., and these vacancies shall be taken into consideration in

determining the number of available certificated positions for the following year. Unless mitigating circumstances, such as hard-to-fill position(s) requiring special certification, necessitate retention, as determined by the District, provisional teachers (Article V.9) shall be considered for non-renewal first, when considering Reduction in Force.

### Section 3. Employment Categories

The following categories and specialties are established to ensure the qualification of personnel assigned to retained positions. Possession of any valid Washington State certificate which may be required for the position(s) under consideration shall be a prerequisite for retention.

- A. Employees will be considered for retention in the category K-8 classroom teacher.
- B. Employees currently holding qualifications for positions within programs which are funded with categorical monies shall be retained according to federal and state requirements for said position(s) and seniority as defined in Section 4.
- C. Employees holding specialized positions (e.g. music) may be retained if the program is retained.

### Section 4. Seniority

By the end of the first semester of the school year, the district will establish a written seniority list, with a copy sent to the Association. Layoff shall be by seniority determined by applying the following criteria in the sequence given.

- A. Unless in Provisional status, teaching experience including all experience in public schools or accredited private schools including substitute teaching, verified by letter from previous districts (schools).
- B. Training, as determined by the number of graduate degrees and credits beyond the employee's first bachelor's degree.
- C. Drawing by lot.

### Section 5. Board Review and Action

- A. The Board shall review the recommendation of the superintendent. After review, the Board shall take such actions as may be necessary and such notice shall be given certificated staff members. All certificated employees who are not recommended for retention, in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible employment for a period of two (2) years. Employment pool personnel will be given the opportunity to fill open positions within the categories of specialties identified for which they are qualified. If more than



one such employee is qualified for an open position, the most senior employee shall be offered the position.

- B. It shall be the responsibility of each employee placed in the employment pool to notify the superintendent with an address at which they may be contacted, in case a vacancy occurs for which they qualify.
- C. When a vacancy occurs for which a person in the employment pool qualifies, notification from the school district to each will be by certified mail to the address last given by the employee or by personal delivery. Such individual will have ten (10) calendar days from the receipt of the letter to accept the position.
- D. Teachers notified by certified mail to last known address shall accept or reject the recall within ten (10) working days of recall. If the employee does not respond to the offer within the ten (10) day period, failure to respond will constitute a rejection of the offer, and said employee shall be dropped from that pool.

## **Article VII—Assignment and Vacancies**

### **Section 1. Voluntary Assignment**

- A. Requests for change of assignment shall be made in writing. Although applications will be accepted at any time, they must be submitted prior to May 15 to ensure consideration for the ensuing school year. Applications will be kept active until May 15 of the following year, unless a new request is filed.
- B. Applications from permanent personnel who meet the qualifications required for a position shall be given consideration before applications from outside the district are considered. Normally assignments which require interruption of classes during the school year will not be made.
- C. In the determination of the assignment, the convenience and work of the employees shall be considered to the extent that these considerations do not conflict with the educational program. Grade, subject, school and activity assignments shall be made based upon the needs of the district and the demonstrated skill, ability and professional qualifications of the individual employee.
- D. When considering requests for voluntary reassignment or transfer, the following criteria shall be considered by the superintendent: the need of the education program of the district; seniority at grade level, college preparation and related training experience, and seniority in education. All things being equal, the most qualified employee shall be offered the position. Reasons for not receiving the assignment shall be put in writing by the superintendent for impacted employee(s) files.

## Section 2. Involuntary Assignment

- A. The District will discuss the assignment with the teacher within a reasonable time prior to the assignment.
- B. Written notice of involuntary assignment and reasons therefore shall be given to the employee.
- C. An involuntary assignment shall not result in the loss of compensation or any health or welfare benefit of the employee.
- D. Notice of an involuntary assignment for the coming school year shall be given in writing as soon as practical but not later than June 1, except in the case of an unforeseen change or circumstance. If a teacher has been tentatively selected for an involuntary assignment after the school year begins, the assignment shall not be made until after five (5) calendar or three (3) working days' notice to afford the teacher being reassigned an opportunity to consider alternatives and state preference prior to the assignment.

## Section 3. Notification

The district shall post a list of certificated positions which occur during the school year and for the following school year within a reasonable time after knowledge of such positions.

# **Article VIII—Working Conditions**

## Section 1. Teacher Hours and Schedule

Regular building hours for teachers shall be seven (7) hours, thirty (30) minutes which shall include a continuous thirty (30) minute duty-free lunch and a total of 60 minutes before and after the student school day. The staff starting, and dismissal times shall be determined by the district with a recommendation from the Association team by June 1<sup>st</sup> for the following school year. Employees shall begin their work day thirty (30) minutes before the students' school day begins and shall continue until thirty minutes after the students- school day ends.

Employees shall adhere to their assigned daily schedule. Employees should not leave the campus during the contracted day without the consent of the building principal.

## Section 2. Work Year

The length of the certificated employee contract shall be one hundred eighty day or as the number of state funded school days as determined by the State of Washington.

By April 1, the superintendent/principal and the GEA designated representative will prepare a staff/student school calendar for study purposes. The study calendar will be presented to the association membership for input, revision and approval.

### Section 3. Student Discipline

- A. In the maintenance of a sound learning environment, the district shall expect acceptable behavior on the part of all students who attend school. Discipline shall be enforced fairly and consistently. The Board and the superintendent shall support and uphold employees in their efforts to maintain discipline in the district so long as these actions are consistent with Washington State Rules and Regulations. The administration shall give immediate response to all employees' requests regarding discipline problems, provided the employee has followed established district policy.
- B. The employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the board and not inconsistent with federal or state laws or regulations.
- C. Prior to the student being readmitted to the classroom, there shall be held a conference between the affected employee and the principal, if the employee or principal deems it necessary.
- D. Prior to the start of the school year, the employer shall provide to each employee a manual containing all appropriate federal and state laws, district rules and regulations which pertain to student rights, including the processing of student discipline.

### Section 4. Work Site Visitation

To provide patrons of the District and other interested persons the opportunity to visit classrooms with the least interruptions to the learning process for students, the following guidelines are set forth:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal or his/her designee. If the visit is to a classroom, the time will be arranged after the principal has conferred with the employee, and the time is agreed upon.
- B. The employee may be afforded the opportunity to confer with the classroom visitor. If the purpose of the classroom visitation is to observe learning and teaching activities, the visitor may be required to confer with the employee.
- C. All unannounced visitors shall be reported to the principal's office. It is the teacher's responsibility to ask the unexpected visitor to report first to the principal's office for authorization to visit the classroom.
- D. Request from parents or others to see pupils or take them from classes must be authorized by the superintendent or his designee.



## Section 5. Staff Development/Attendance at Meeting and Conferences

To encourage attendance at district approved professional conferences, meetings and workshops, the district may reimburse the teacher for registration fees, meals and or mileage upon receiving appropriate receipts. Prior approval must be given for all reimbursement requests. The approval of the funding of expenses will depend on the nature of the experience, the value to the district and employee and budgetary provisions as determined by the district.

## Section 6. Textbooks

The employee agrees that all the textbooks and other teaching materials shall be approved by the School Board with consultation and input from the teaching staff. In multiple section courses, all employees who teach the course may suggest the texts to be used. The Board further agrees to provide each teacher with the board approved textbooks used for instruction.

## Section 7. Supervision (Emergency)

- A. During the emergency absence of the superintendent/principal the senior most qualified certificated staff member may be asked to act as the building administrator and in such case be released of his/her duties in the classroom. The acting building administrator will be compensated at the per diem rate computed using the employee's 1 ½ per diem for the current year.
- B. The supervision of students shall always be the responsibility of a certificated staff member, one of the following: the principal/superintendent, the most qualified certificated staff member or a certificated designee.

## Section 8. Teacher's Responsibility for Medically Fragile Students

When a student requires procedures including but not limited to diapering, suctioning, catheterization, lifting or specialized feeding, the district will provide trained personnel to administer/provide those procedures. No certified employee will be required to administer/provide any of those services, when in their judgment they are unable to do so safely.

## Section 9. Class Size

The District shall make every effort to maintain a reasonable class size to promote learning. The term "class size" means the ratio between the total numbers of students in a class and the teacher. The District shall attempt to maintain class sizes during the course of the school year within the guidelines outlined below:

<u>Grade:</u>	<u>Teacher Ratio:</u>
K-2, Specialist	1 Teacher to 24 Students
3-5, Specialist	1 Teacher to 26 Students
6-8, Specialist	1 Teacher to 30 Students

When the teacher to student ratio exceeds the designated ratio, an employee may request a meeting with an administrator to discuss options and resolve in a timely manner, the class size issue. The meeting shall be held within 10 working days of the written request.

The following options will be considered:

- Transfer students into other classrooms
- Provide classroom para educator time
- Add additional teaching staff
- Provide release time for planning
- Provide a monetary relief stipend of \$150 per month  
(This stipend, if chosen as an option, will be paid in January and June if the average monthly student FTE ratio of the preceding months exceeds the designated ratio.)

## **Article IX 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 term of this agreement.
- C. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. Days shall mean employee workdays. After the last day of school and before commencement of the new term, days shall mean calendar days, exclusive of Saturdays, Sundays or holidays.

### Section 2. Time Limits

Failure of either party to comply with the time limits set forth will serve to declare the grievance as settled based upon the last request made or last answer provided. The time limits as specified may be extended by mutual consent of the parties.

### Section 3. Rights to Representation

- A. A grievant shall have the right to be accompanied by an Association representative at all steps of the grievance procedure.
- A. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level II.



#### Section 4. Individual Rights

Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association.

#### Section 5. Procedure

Grievances shall be processed in the following manner:

**Level I:** It is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. As soon as practical, but within thirty (30) days of the act or of the grievant knowledge of the act, the grievant shall attempt to resolve the grievance with the principal/superintendent. The principal/superintendent shall provide the aggrieved party and the Association with a written or oral answer to the grievance within five (5) days after meeting with the grievant. Such answer shall include the reasons upon which the decision was based.

**Level II:** If the grievant is not satisfied with the disposition of his grievance at Level I or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be formally referred to the principal/superintendent or his/her official designee, in writing. The principal/superintendent shall arrange for a hearing with the grievant to take place within five (5) days of receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the principal/superintendent will have five (5) days to provide a written decision, together with the reasons therefore, to the grievant.

**Level III:** If the grievant is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the district's Board. The Board shall arrange for a hearing with the grievant to take place within five (5) days of receipt of the grievance. The parties of interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have five (5) days to provide a written decision, together with the reasons therefore, to the grievant.

#### **Level IV: Binding Arbitration**

- A. If the grievant is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within the required time frame, then the grievant may request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this agreement, it may by written notice to the district's School Board, within fifteen (15) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any questions arise as

to the arbitrability, such question will be first ruled upon by the arbitrator selected to hear the dispute.

- B. Within ten (10) days after such written notice of submission to arbitration, the School Board and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten-day period, a request for a list of arbitrators may be made to the American Arbitration Association or FMCS by either party. The parties will be bound by the expedited labor arbitration rules and procedures of the American Arbitration Association.
- C. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Level III meetings.
- D. The arbitrator will be without power of authority to make any decision which required the commission of an act prohibited by law or which violate the terms of this agreement. The decision of the arbitrator will be submitted to the district and the Association and will be final and binding upon the parties.
- E. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the district and the Association. All other costs will be borne by the party incurring them.
- F. The School Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association such information as is requested and permitted by law for the processing of any grievance.
- G. Released Time: Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association s/he shall be released without loss of pay or benefits. However, any expenses involved in providing a substitute teacher to replace such employee(s) will be borne by the Association.
- F. No Reprisals: No reprisals of any kind will be taken by the School Board or the school administrators against any employee because of his participation in this grievance procedure. All documents, communications and reports dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **Article X—Economic Provisions**

### Section 1. Individual Employee Contract

Each individual employee contract for compensation will be for the professional work in the classroom associated with teaching basic education requirements, including those activities that normally happen outside the classroom. These activities include:

- Collaborative meetings
- IEP Meetings
- Student Success Team and/or 504 meetings
- Staff Meetings
- Family Nights/Open House Night associated with your assigned job
- Room preparation
- Parent conferences
- Grading and evaluation of student work
- Planning for instruction
- Communicating with families and students

The district shall provide each certificated employee a contract in conformity with the laws of the state of Washington and regulations of the Board of Education. Two (2) copies of the individual employee contract shall be given to the employee each year for signature. Two (2) copies shall be forwarded to the superintendent to be signed. One (1) copy shall be placed in the individual employee's payroll file and one (1) copy shall be returned to the individual employee.

### Section 2. Salary Schedule Placement

- A. All employees shall be placed on the District Salary Schedule according to their experience and education.
1. All employees shall verify their salary placement annually by September 15 or within fifteen (15) days of initial employment and shall immediately report any discrepancy to the principal/superintendent.
  2. Placement on the salary schedule shall be computed in accordance with the district salary schedule (see Appendix A ).
    - a. All experience in public school and accredited private schools, including substitute teaching, shall be credited.
    - b. All experience to be credited must be verified in writing by the previous district or supervisor.

3. Placement on the salary schedule shall be computed in accordance with district salary schedule.
4. Annual placement for continuing teachers shall be computed as follows:
  - a. Experience shall be granted for all regularly contracted employees.
  - b. Experience shall be computed at the FTE rate of the previous year and shall be cumulative and rounded to the nearest full year.
  - c. Credits earned by September 15 shall be considered for advancement on the salary schedule. All employees who have earned credits for advancement on the salary schedule shall file a formal statement with the superintendent by September 15 and an official college transcript by October 1st.
  - d. Credits earned must be approved by the district before they will be granted toward placement on the salary schedule. Only credits listed as advanced credit—beyond the BA degree—may be approved.
  - e. One credit shall be granted for each ten clock hours verified by transcript.
  - f. Credit for in-service may be approved if it would count toward the state allocation schedule.

### Section 3. Non-Degree Certificated Personnel

The language in this section (Article V, Section 3) applies to non-degree certificated personnel:

- A. Persons holding a valid provisional school nurse certificate shall be placed on the BA+ 0 credits column.
- B. Each 15 quarter credits of approved course work after the certificate is awarded shall advance the employee one column on the salary schedule.
- C. Years of service after meeting the minimal certification requirements shall be recognized to a maximum of six (6) years.
- D. Placement on the certificated salary schedule shall be verified by certificate, transcripts and letters on previous district experience.

### Section 4. Salary Payment

- A. Full time employees shall be paid in twelve (12) monthly installments. Payroll checks shall be issued to the employee on the last working day of each month except for

December, in which case the checks will be issued on the last calendar day of the month.

- B. Part time employees may be paid in twelve monthly installments or monthly as work is completed. All compensation owed to an employee who is leaving the district shall, upon request, be paid at the next payroll.

#### Section 5. Enrichment Stipends

Additional compensation, as set forth in this agreement, will be granted to certificated employees employed on supplemental and contracts for duties relating to activities designated by the Board. These activities are defined in RCW 28A 150.276 a/b and will be paid from the District's Enrichment Levy. All supplemental compensation in this section are contingent upon the successful passage of such levy and maintaining the minimum fund balance per board policy/resolution over a three-month period.

- A. Employment for enrichment activities shall be on voluntary supplemental contract. The supplemental contract is not a continuing contract. The assignment may or may not be renewed for the subsequent year. Renewal of the extended contract shall be made upon a yearly assessment of the effectiveness of the employee. The supplemental contract will be offered at any time prior to the beginning of the enrichment activity.
- C. Employment for enrichment activities is the responsibility of the superintendent who shall issue the supplementary contract. Recommendations for the positions may be presented by the principal or superintendent or for coaching positions the district Athletics Coordinator.
- D. It shall be the responsibility of the athletic director to inform the payroll staff of the schedules for enrichment stipends related to the athletic program.
- E. The individual contract status of a certificated employee shall not be affected by performance of the enrichment employment.
- F. With approval by the superintendent/principal, certificated teachers may be compensated for work completed beyond the normal work school day and outside of supplemental contracts. Pay will be at \$35 per hour. Examples of acceptable use for compensated time may include but not limited to the following:
  - District scheduled tutoring of student
  - Committee work



- G. The District may provide and require staff to attend one or more days for professional development days outside of the contracted time and directed by the District. This time will be paid using Enrichment Levy funding and will be paid per diem.

#### Section 6. Supervisory Duties Outside of the Contractual Agreement

- A. The district shall pay employees a stipend of \$125 per day when they are required by the district to stay overnight, away from home, for the purpose of supervising students in a district sponsored activity.
- B. In the event of an emergency, if requested by the district, those staff members who elect to stay will be paid per diem.

#### Section 7. Insurance

- A. The District shall contribute the amount per month which is allocated by the state to each eligible full-time employee to a funding pool for employee insurance benefits. The retiree subsidy shall be paid by the district and not deducted from the pooled insurance allocation. Beginning in the 2015-16 school year, the District will contribute an additional 10% above the amount of the Health Care Authority (HCA) to the insurance pool.
- B. The Association and the Board or designee will work together to recommend insurance plan(s) for the employee enrollment.
- C. The Association shall select the insurance plans available in consultation with the District.
- D. The insurance pool shall pay the total premium for dental and vision insurance (full family or employee only as appropriate). Then the pool will pay medical insurance to the extent of the unexpended balance. Any remaining costs for medical premiums shall be deducted from the employee's monthly salary. Less than full time employees may enroll in all insurance plans; however, their benefits from the pool shall be pro-rated.
- E. The pool shall be used to finance the following options in the order stated:
  - 1. The district shall pay the total premium for a dental and vision plan—full family or employee only as appropriate.
  - 2. Then the district shall pay the medical insurance to the extent of the unexpended balance. Costs that exceed the funding of the pool shall be borne by the employees on a basis to be decided by the association.

- F. The district shall deduct from the affected employees' monthly salary the amount necessary to pay the premiums due.
- G. Those employees who are employed less than half time shall have the option to enroll in all insurance programs; provided, such employees will be required to pay any costs or such insurance programs which are in excess of their prorated benefits.

#### Section 8. Travel

Teachers authorized to use their private automobile to travel on school business shall be compensated at the prevailing travel reimbursement rate.

#### Section 9. Class Coverage

If the District is unable to provide a substitute for an employee absence, the employee requested by the building administrator to cover the class for the absent employee shall be paid for lost planning time at \$ Per Diem hourly rate per sixty (60) minute period (pro-rated). Coverage less than ten (10) minutes in duration shall not be compensated.

Elementary teaching staff required by the District to absorb another teacher's class of student for a full student day due to a substitute shortage, will be compensated at the substitute rate.

#### Section 10. Instructional Materials Allocation

Each certificated staff member shall be allocated money with which to purchase class items for educational purposes. Each staff member will receive two hundred fifty (\$250) reimbursable. Normal district purchasing guidelines must be followed. The District shall make the final determination of the availability of such funds.

### **Article XI—Professional Growth Plan**

#### Section 1. National Board Certification

During the term of this agreement, the District will fund any certificated staff the cost associated with securing National Board Certification. Employees will be reimbursed up to \$750 per year for relevant expenses. Employees may access this fund for two (2) years. The Business office will provide the candidate the specific reimbursement procedures. Employees who secure the National Board for Professional Teaching Standards Certification shall receive annual stipends as authorized and funded by the state.

## **Article XII—Planning Time**

### Section 1. Elementary and Middle School Staff

Certificated classroom teachers with full time teaching assignments shall have 210 minutes of planning time each week.

Each part-time teacher will be figured at his/her part-time rate. If these numbers change, the District and the Association will sit down and come to a mutual agreement on planning time.

## **Article XIII The Agreement**

### Section 1. Ratification of the Agreement

The agreement shall become effective upon ratification by the Association and followed by the Board of Directors. The Agreement shall remain in effect from September 1, 2018 through August 31, 2021 and, unless superseded by another agreement ratified by the Association and the District, shall be in effect for one additional year as provided by law.

### Section 2. Reopening the Agreement

This three-year Agreement may be reopened for any legislative language and/or any mutually agreed upon item.



Appendix A

**GSD-Salary Schedule 2021-2022**

6/11/2021	4:00 PM
Base Pay	46708
Minimum	46708

Step %	3.00%
Lane %	3.00%

	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90
0	<b>46708</b>	48109	49553	51039	52570	54147	55772	57445
1	48109	49553	51039	52570	54147	55772	57445	59168
2	49553	51039	52570	54147	55772	57445	59168	60943
3	51039	52570	54147	55772	57445	59168	60943	62772
4	52570	54147	55772	57445	59168	60943	62772	64655
5	54147	55772	57445	59168	60943	62772	64655	66594
6	55772	57445	59168	60943	62772	64655	66594	68592
7	57445	59168	60943	62772	64655	66594	68592	70650
8	<b>59168</b>	60943	62772	64655	66594	68592	70650	72770
9	59168	<b>62772</b>	64655	66594	68592	70650	72770	74953
10	59168	62772	<b>66594</b>	68592	70650	72770	74953	77201
11	59168	62772	66594	70650	72770	74953	77201	79517
12	59168	62772	66594	<b>72770</b>	74953	77201	79517	81903
13	59168	62772	66594	72770	77201	79517	81903	84360
14	59168	62772	66594	72770	79517	81903	84360	86891
15	59168	62772	66594	72770	81903	84360	86891	89497
16	59168	62772	66594	72770	<b>84360</b>	<b>86891</b>	<b>89497</b>	<b>92182</b>
17	59168	62772	66594	72770	84360	86891	89497	94948
18	59168	62772	66594	72770	84360	86891	89497	97796
19	59168	62772	66594	72770	84360	86891	89497	100730

2019-2020	IDP	2%
2020-2021	IDP	1.6%
2021-2022	IDP	2%

\*Annual Increases based on the state increase based on the Implicit Price Deflator (IDP)

Per Diem calculation is based on a 180 day contract year

**Appendix B**  
**Certificated Enrichment Stipends Stipend**

Position	Stipend Amount
Learning Team Coordinator	\$3,500
ASB Coordinator	\$2,600
Athletic Coordinator	\$2,600
Technology Coordinator	\$1,000
Assessment Coordinator	\$800
Performing Arts Coordinator	\$2,100
Major Event Coordinator	\$1,500
Event Coordinator	\$750
Athletic Supervisor	\$500

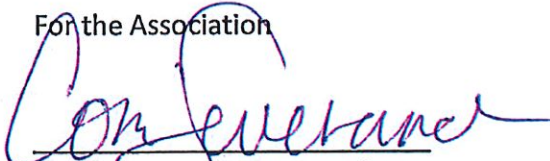
Annual Increase based on Implicit Price Deflator (IDP)



Section 3. Signatures

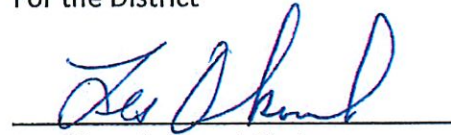
In witness whereof, the authorized representatives for the Association and the District sign below to signify ratification of the agreement.

For the Association

  
\_\_\_\_\_  
Coni Severance, GEA President

Aug 10, 2021  
\_\_\_\_\_  
Date

For the District

  
\_\_\_\_\_  
Les Okonek, Board Chair

6/22/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kurt Hilyard, Superintendent

6/22/21  
\_\_\_\_\_  
Date

## **Appendix C**

### **Grapeview School District Policy Manual**

The Grapeview School District Policy Manual, adopted as of August 1995 or thereafter amended, shall be binding upon all the parties to this agreement and all persons within the school, including the school administration; all certified, classified, part-time, temporary and substitute employees, students; volunteers; parents and all visitors in the school.