

COLLECTIVE BARGAINING AGREEMENT

ST. JOHN SCHOOL DISTRICT
ST. JOHN TEACHERS' ASSOCIATION

2022-2025

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PREAMBLE

In order to effectuate the provisions of RCW 41.59 to set forth prescribed rights of the employees of the District. To encourage and increase effective and harmonious working relationships between the Board and the SJTA, and to ensure that the employees participate in the development of wages, hours, and terms and conditions of employment, through negotiations, This Agreement is made and entered into.

ARTICLE I -- DEFINITIONS

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

ARTICLE II -- ADMINISTRATION

Section 1 -- Recognition

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

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

Long-term substitute employees who, in accordance with the PERC rulings, work more than 20 consecutive days in one assignment in the current school year. On the 21st consecutive day of employment in the same assignment, the employee shall be considered a long-term substitute and a member of the bargaining unit. The only provision of this Agreement applicable to the long-term substitute shall be placement on the salary schedule at their per diem rate of pay.

Section 2 -- Status of Agreement

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

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

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

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

Section 3 -- Conformity to Law

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

Section 4 -- Distribution of Agreement

Following ratification signing of this Agreement, the District shall design, prepare and post a copy of this Agreement on the District website. The Association shall distribute to all employees, copies (paper or electronic) of the Agreement by the St. John Teachers Association.

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

Section 5 -- Past Practice

The parties agree that this Agreement represents their total accord on the subjects that have been negotiated but current practice for matters not specifically addressed in the most recent bargain shall continue without change.

Section 6-- Management Rights

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

Section 7 – Contract Openers

Each year through the duration of this agreement, both the district and the association will have an opportunity to negotiate one item of this agreement in addition to salaries. The time window to exercise this option is limited to March 31st through July 31st of each year. In the event no resolution is reached at the expiration of this time window, the original terms of the contract will be followed.

Section 8 -- No Strike

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

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

ARTICLE III -- BUSINESS

Section 1 -- Association Privileges

- A. The Association and its representatives may be granted the privilege of using District buildings for meetings at such times that shall not interfere with normal operation of the District. The Association and its representatives may use District equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish all paper and supplies related to such use and shall be responsible for any damage or maintenance charges attributable to its use of equipment.
- B. The Association shall have the privilege to post notices of activities and matters of Association concern regarding the St. John School District on a bulletin board provided in the faculty lounge that is to be designated for that purpose.
- C. The Association may be granted the privilege of using employee mailboxes and/or email for communications with the members of the unit. The parties recognize there is no right of privacy as to such communications and they must comply with appropriate technology use rules of the District.
- D. The privileges of this section shall not unreasonably be denied.
- E. The Association, upon request, shall be granted one copy of all information mandated by law concerning financial resources of the District.
- F. Representatives duly authorized by the Association who participate during working hours in arbitration with representatives of the District, shall suffer no loss of pay.

Section 2 -- Dues Deductions

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

Section 3 – Hold Harmless Clause

The St. John Teachers Association will indemnify, defend, and hold the District harmless against any claim made and any suit or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund the District any amounts paid in error because of the due's deduction provision. In event of any suits against the District relative to dues deductions, the District shall select the attorney(s).

ARTICLE IV – LEAVES

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

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

Section 2 -- Sick Leave Sharing

Employees are permitted to participate in the District's sick leave sharing program in accordance with State law, allowing for sick leave sharing within the District. RCW 28A. 400.380, RCW 41.04.650-41.04.665

Section 3 -- Sick Leave Cash Out

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

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

Section 4 -- VEBA III Post-Retirement Medical Plan

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

Section 5 -- Bereavement Leave

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

Bereavement leave requests for instances other than those, enumerated above shall be determined by the Superintendent and subject to deduction from sick leave.

Section 6 -- Jury Duty Leave

Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. If any jury duty fees are paid that compensate an employee for their time that amount shall be reimbursed to the District. Any reimbursement of duty related expenses are theirs to keep.

Section 7 -- Military Leave

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

Section 8 -- Personal Leave

Certificated staff members shall be entitled to three personal days a year to address a personal matter, which require the absence during school hours. Employees employed with St. John School District for 10 years are entitled to four days of personal leave per year. Employees employed with the St. John School District for 20 years are entitled to five days of personal leave a year. Any unused personal days will be cashed out each year at their current per diem rate in the July payroll. In the event an employee uses all their available personal leave during the school year, they may request leave without pay or they may use their available sick leave days.

Application for personal leave is to be made by the employee at least forty-eight hours prior to taking such leave, when reasonable. Personal leave can be denied for good cause, such as a lack of substitutes or key instructional matters. Teachers requesting personal leave which would extend long weekends or vacations must make application for leave at least one week prior to taking such leave. Only two teachers are eligible to take leave to extend a long weekend or school break/vacation. The Administration will approve those requests on a first come-first served basis and consider exceptions.

Section 9 -- Professional Leave

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

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

- (1) Conference or workshop registration/materials/meals
- (2) Tuition, credits/clock hours
- (3) Professional Certification Programs (i.e., principal certification, national board certification)

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

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

Section 10 – Emergency School Closure

In the event the District closes one or more schools due to inclement weather, provided that internet services are available, teachers will be required to provide online learning to students during contracted time, following the schedule posted to the district website. Refer to Article 5 Section 7.

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

Section 11 -- Association Leave

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

Section 12 -- Other Leave

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

The employee shall notify the District in writing on or before April 1st whether or not he/she will be returning from leave of absence. Upon request by the employee such leaves may be renewed, at the District's sole discretion, for up to one (1) additional year.

This section shall be excluded from the grievance procedure.

ARTICLE V -- EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1 -- Hiring Practices

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

Section 2 -- Employee Rights

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

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

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

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

Section 3 -- Personnel Files

- A. Employees shall upon request, have the right to inspect contents of their personnel file kept by the District. Upon request, a copy of a document contained in the file shall be available to the employee. Additional copies shall be at the employee's expense. Another individual, at the employee's request, may accompany him/her and be present at the review, which shall be conducted in view of the administrative staff chosen by the Superintendent.
- B. Derogatory materials shall not be placed in the personnel file without first providing a copy to the employee. Employees shall have the right to attach their comments on all such items placed in the personnel file.
- C. All materials, except certificate and transcripts, shall be purged every seven years unless there has been a reoccurrence of a problem which has been reflected previously in the file, or material relevant to a pending personnel action, hearing, or litigation. Notwithstanding, records documenting directives to the employee or involving boundary violations by the professional employee shall not be subject to removal.

Section 4 -- Due Process/Just Cause

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

Section 5 -- Employee Monitoring

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

Section 6 -- Student Discipline

The District shall support employees in their efforts to maintain discipline provided the employee is working in compliance with District Policy and Procedure 3241 and shall promptly respond to all employees' requests regarding discipline problems. In the absence of policy, employees may use their professional judgment.

Employees shall have the authority to exclude a student from class for all or any portion of the period or

for the balance of the school day, or until the teacher has conferred with the principal, whichever occurs first. Prior to excluding a student, the teacher shall have attempted one or more corrective actions. In no case shall an excluded student be returned for the balance of a period without the consent of the teacher.

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

Section 7 -- Lesson Plans

The employee will have prepared lesson plans. Lesson plans will remain in the classroom in a visible location and will be available upon principal's request.

Teachers are required to have a minimum of one Emergency School Closure days' worth of lesson plans drafted and readily available to be posted to Google Classroom at any given time. In the event that the teacher has a previously scheduled leave, or is sick, this emergency day will be executed by the District Administration and/or whomever they assign to the task.

Section 8 -- Classroom Visitation

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

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

Section 9 -- Mentor Program

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

ARTICLE VI -- EVALUATION

Section 1 -- Employee Evaluation

Introduction

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

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

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

General Provisions

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

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

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

Section 2: Evaluation Framework:

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

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

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

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

Section 3: Criterion Scoring:

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

- A. Teachers will be evaluated on 50% of the components within each of the eight-state criterion when being evaluated on the comprehensive evaluation and will be evaluated on half of the components within the state criterion selected when being evaluated on the focused evaluation.
- B. When on the focused evaluation, Teachers and the principal will confer on the appropriate criterion.

Section 4: Student Growth Data:

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

The principal and staff member will collaborate and discuss establishing student growth goals at the beginning of the year and, throughout the year, monitor how classroom lessons and instructional strategies are helping achieve growth goal targets.

ARTICLE VII -- GRIEVANCE PROCEDURE

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

Section 1 -- Definitions

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

Section 2 -- Procedure for Processing Grievances

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

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

The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance.

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

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

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

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

If the grievance is submitted to the Board, the Board within fifteen (15) working days shall meet with the grievant, the Association representative, and the Superintendent to review such grievance in an exempt meeting.

The disposition by the Board shall be made to the grievant by completing the Grievance Report Form, Step 3, within ten (10) working days of the meeting. A notification of such disposition shall be furnished to the grievant, the Association, and the immediate supervisor.

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

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

Section 3 -- Jurisdiction of Arbitrator

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

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

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

- A. The termination of service of, or failure to reemploy, any employee to a position on the supplemental salary schedule.
- B. Allow for extension of timelines through a continuing grievance, and shall limit damages to those relevant to the timing of the grievance.
- C. The termination of services of, or failure to reemploy, any provisional employee.
- D. Any matter involving employee evaluation, provided that evaluation procedures shall be subject to the arbitrator's reviews.

- E. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect, other than procedural violation of the reduction in force provision.

Section 4 -- Time Limits

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

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

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

Section 5 -- Accelerated Grievance Filing

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

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

Section 6 -- Reprisals

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

Section 7 -- Costs

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

ARTICLE VIII -- REDUCTION IN FORCE

Section 1: Initiation of Layoff

By September 30th each year the district will provide an updated seniority list to the association for verification purposes. This will ensure accurate and complete tracking of seniority as defined in Article V Section 3.

Prior to May 1 the Board will determine the necessity for, and the extent of, staff reduction upon the recommendation of the Superintendent. Recommendation will be based on the financial resources of the District being adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year.

Prior to May 15th, the administration shall notify the Association that a reduction in force will occur.

Section 2: Programs and Services

The following guidelines shall be used in consideration when determining the programs and services to be retained, modified, or eliminated, recognizing that the Association may make recommendations to the Board about possible program and service modifications:

- A. High priority shall be given to maintaining reasonable grade level groupings in the classroom
- B. Where revenues are categorical and depend on actual expenditures rather than budget amount, every effort shall be made to maintain these programs
- C. The needs of students, determined by pre-registration, requirements for High School graduation, and Middle school course offerings, which are required for promotion to the High School, as well as requirements for accreditation shall be retained.
- D. Reductions shall be made in expenditures, supplies and materials, contractual services and travel, where reasonable and not categorically funded in capital outlay.
- E. The District shall work with the Association to explore retirements or other leaves of absence or other options.

Section 3: Employee Retention Criteria

Prior to May 15, the superintendent shall determine employees to be retained by the District to fill the positions needed to operate the educational program or services based on the criteria, listed below in this section.

Employees will be notified of renewal or nonrenewal of their individual contracts by May 15 or June 15, if State budget is not finalized, as described in Chapter RCW 28A.

The following criteria should be applied in this order:

1. Certification - Possession of a valid Washington State certificate and endorsements in subject area and/or grade level;

2. Length of Service (Seniority) - The employee who has the greatest length of service as an employee within the State of Washington shall be given the position. As per RCW 28A.400.300

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

When more than one non provisional teacher is qualified for a particular position under the criteria listed above, the teacher who has the greatest length of service as a teacher in the state of Washington, followed by the seniority in the District, will be given the position.

In the event of more than one individual employee having the same length of service within the state of Washington, followed by the seniority in the District, all employees will be placed on the ranking list in accordance with the number of education credits beyond the BA degree from greatest to least.

3. Qualifications – Ability to meet academic requirements for the subject and/or grade level to which the employee will be assigned.

Section-4: Notice

In the event that the Board determines that probable cause exists for a reduction in force, the superintendent will send out a seniority list to the Association and each employee by April 1 for verification of their number of years of teaching within Washington State and with the Endicott School District. Employees shall have ten (10) days to review the list to make any corrections and return it to the District office.

Board Review and Action

The Board shall review the recommendation of the superintendent. After review the Board shall take such action as may be necessary and such notice shall be given to employees no later than May 15 and shall not be effective until the following school year.

A. Employment Pool and Recall

All employees who receive notice of probable cause of non-renewal or discharge of their teaching contracts shall be placed in a District employment pool and will be considered for any vacancy in the District which thereafter occurs. The term “vacancy” shall be liberally construed and shall include all positions that may become available for any reason. All employees shall be retained in the District employment pool until such time as they are either recalled to work or have notified the District that they wish to be withdrawn from the employment pool. While on layoff, employees shall be placed on the teacher substitute list.

B. Recall from layoff status to existing vacancies shall be determined by the ranking list used in reverse order of layoff. No new teachers shall be hired to fill existing or new teaching assignments until the pool has been exhausted.

The District shall give written notice of recall from layoff by sending a registered or

certified letter to said employee at his/her last known address to which the employee has ten (10) days to respond. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recall, or other notice to the employee. The District shall utilize employment pool personnel as substitutes on a first priority basis.

ARTICLE IX -- WAGES, HOURS AND BENEFITS

Section 1 -- Work Year

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

Section 2 -- Work Day

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

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

Section 3 -- Calendar

The Association representative, along with a representative from Endicott's Teachers Association and the Superintendent shall develop multiple calendars for consideration. Each year, prior to March 15, the Association shall distribute copies of these calendars to all bargaining unit members who shall vote for a calendar for tabulation.

The Superintendent shall present the majority recommendation to the Board for final action. The Board's decision is not subject to grievance. The Association would prefer two weeks at Winter Break.

Section 4 -- Time Before and After School

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

Teachers will be compensated for the time spent attending district or co-operative directed meetings outside of contracted time (8:00AM-3:45PM) by having the ability to leave early the

equivalent amount of time on Fridays for full time employees where participation in other district directed meetings will not be impacted. Employees may use an alternate day when communicated to the principal at least two days prior to using the compensated leave. This excludes book study meetings or any other meetings where participation is voluntary.

Section 5 -- Transportation Reimbursement/Rules

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

Employees shall not drive school children in their private cars on school business unless written authorization by administration has been secured. Other transportation of students in private cars should be in compliance with rules regarding professional boundaries.

Section 6 -- Salary Payment

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

Section 7-- Insurance/Medical Benefits

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

Section 8 - - Certified Salaries/Benefits

Refer to the Inflationary RCW. 28A.400.205

1. Schedule:

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

2. Required Certificates:

All employees shall provide proof of certification for the position for which they are hired as required by State law, prior to the commencement of the school year and are obligated to ensure they maintain the appropriate certification throughout the contract. Failure to maintain an appropriate certification will require the employee to be ineligible for work, and maybe subject to unpaid leave and may require the employee to reimburse the district for substitute costs and may result in disciplinary action up to and including discharge.

3. Initial Placement:

- a) Transcripts: New employees must file official transcripts of college credits with District office prior to qualifying for placement on the salary schedule.
- b) Educational Credits: Credits shall be allowed for upper division and graduate level credits and/or acceptable clock hour equivalents, meet clock hour requirements of the state, or are accepted by the District to

meet District initiatives or programs. Ten (10) clock hours is equal to one (1) college credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider WAC 181.85.200 and 392.121.262.

- c) Experience: New employees with prior certificated teaching experience shall be placed on the salary schedule according to years of experience and level of educational credits.
- d) Experience Credits: Full credit for public school teaching outside of the District shall be granted up to the limits of the salary schedule.

4. Professional Advancement:

- a) Educational Credits: Employees shall advance (when educational credits/clock hours earned makes them eligible) to the next higher vertical column(s), provided that the credits and/or acceptable clock hour equivalents meet the requirements set in 3b above.
- b) Experience: Employees shall advance to the next higher horizontal row(s) for each year's teaching experience, as per the salary schedule. Only one year of teaching experience credit can be earned during a school year. Experience credit towards salary schedule advancement will be the cumulative sum of the years of experience. A partial year will be added as earned based on actual FTE (example: 0.6 years + 0.6 = 1.2 years or 1.0 years on the Salary Schedule).

5. Timeline:

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

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

Section 9 - - Base Pay

Curriculum work, summer school or other approved work outside the regular pay schedule or contract will be paid at hourly per diem rate.

Section 10: National Teacher Certification Program

Teachers enrolled in the National Teacher Certification program shall receive five hundred dollars (\$500) tuition reimbursement of documented expenses upon completion

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

ARTICLE X DURATION

The Agreement shall be in full force and effective as of September 1, 2022 and shall continue in effect until August 31, 2025. (3 years)

This agreement may be opened during its term for any mandatory subject of bargaining impacted by new legislation.

The entire agreement shall be open for negotiations no later than May 1, 2025.

FOR THE BOARD

FOR THE ASSOCIATION

DATED

DATED

SIGNATORIES

BOARD PRESIDENT

ASSOCIATION PRESIDENT

SUPERINTENDENT

DATED THIS _____ DAY OF _____, 20____

APPENDIX A

2022-23 salaries represent a **4%** increase to all certificated staff based on prior year published St. John School District Salary Schedule with step increases as appropriate.

2022 - 2023 SALARY SCHEDULE								
	NEW	NEW	NEW	NEW	NEW	NEW	NEW	NEW
YRS OF SERVICE	BA + 0	BA + 15	BA + 30	BA+45	BA+90	MA + 0	MA+45	MA+90
0	43,931	47,240	47,948	48,668	51,118	52,246	56,168	58,696
1	47,472	48,185	48,668	49,544	51,831	52,827	56,789	59,300
2	48,403	49,148	49,641	50,435	52,502	53,412	57,362	59,901
3	49,334	49,885	50,386	51,343	53,139	53,966	57,907	60,508
4	50,265	50,783	51,292	52,113	53,837	54,547	58,514	61,134
5	51,196	51,697	52,318	52,895	54,506	55,137	59,091	61,762
6	51,708	52,473	53,103	53,688	55,180	55,743	59,676	62,360
7	52,225	53,260	53,900	54,494	56,416	56,877	60,867	63,627
8	52,747	54,059	54,708	55,311	58,255	58,660	62,707	65,566
9		54,870	55,529	56,014	60,154	60,463	64,606	67,564
10			57,472	57,975	62,106	62,362	66,558	69,613
11				59,714	64,150	64,314	68,602	71,718
12				61,753	66,248	66,343	70,699	73,911
13					68,398	68,443	72,849	76,155
14					70,558	70,606	75,150	78,486
15					72,394	72,441	77,104	80,527
16 or more					73,841	73,889	78,646	82,136

Appendix B

SJ Advisor/Director Salary Schedule						
	NEW	NEW	NEW	NEW	NEW	NEW
ADVISORS/DIRECTORS	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Junior Class Play Director	\$1,428	\$1,589	\$1,768	\$1,968	\$2,191	\$2,438
Drama Club Advisor	\$816	\$824	\$954	\$1,062	\$1,182	\$1,315
Yearbook Advisor	\$816	\$908	\$1,011	\$1,125	\$1,252	\$1,393
Band Director	\$5,303	\$5,902	\$6,569	\$7,311	\$8,137	\$9,056
NHS Advisor	\$408	\$454	\$505	\$562	\$626	\$697
Senior Class Advisor	\$816	\$908	\$1,011	\$1,125	\$1,252	\$1,393
Junior Class Advisor	\$612	\$681	\$758	\$844	\$939	\$1,045
Sophomore Class Advisor	\$408	\$454	\$505	\$562	\$626	\$697
Freshman Class Advisor	\$408	\$454	\$505	\$562	\$626	\$697
High School ASB Advisor	\$2,243	\$2,497	\$2,779	\$3,093	\$3,443	\$3,832
Elementary ASB Advisor	\$408	\$454	\$505	\$562	\$626	\$697
Eagle Reading Program Director	\$408	\$454	\$505	\$562	\$626	\$697
Event Support (ie Scorebook, timing, ticket takers)	\$25.00					
NOTES						
1. Years of experience must be earned within the SJE cooperative unless approved by the district office.						
2. Each extra curricular activity will be reviewed each year to determine if there is sufficient student interest and district support to warrant retaining the position.						
3. Drama Club advisor pay is per 1-act play up to three acts.						
4. Stipend Band Director = 2.5% each (Dist/State) total of 5% for both.						
5. All advisory/director positions are one-year assignments and not subject to continuing contracts.						
The District reserves the right to cancel and/or reassign these positions in its sole discretion.						
APPROVED 6/2022						

Appendix C
ST. JOHN SCHOOL DISTRICT GRIEVANCE FORM

Grievance # _____

Submit to Principal/Supervisor
in Duplicate

Distribution of Form

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

Name of Grievant _____ Date Filed _____

Assignment _____

If additional space is needed, attach an additional sheet.

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Specific Section(s) Being Grieved _____

3. Relief Sought: _____

Signature of Grievant

Date

C. Disposition of Supervisor/Principal _____

Signature of Principal/Supervisor

Date

D. Position of Grievant: _____

Signature

Date

STEP 2

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee: _____

C. Position of Grievant: _____

Signature

Date

STEP 3

A. Date Received by Board: _____

B. Disposition of Board: _____

Signature

Date

C. Position of the Grievant: _____

Signature

Date

STEP 4

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator: _____

Signature

Date

