



**Collective Bargaining  
Agreement**

between the

**Mt. Adams Education  
Association**

and the

**Mt. Adams School District  
No. 209**

**2021 to 2024**

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**between**  
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**and**  
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**2021-2024**

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## ARTICLE I - ADMINISTRATION

### SECTION 1. INTRODUCTION

- A. This document is an agreement between the Mt. Adams School District Board of Directors and the members of the Mt. Adams Education Association. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in accordance with the provisions of RCW 41.59, the Educational Employment Relations Act.

### SECTION 2. DEFINITIONS

- A. The following definition of parties will be recognized throughout this Agreement:
1. **Association** shall mean the Mt. Adams Education Association.
  2. **District/Board** shall mean the Mt. Adams School District No. 209.
  3. **Parties** shall mean the District and the Association as co-signers of the Agreement.
  4. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
  5. **Day** shall mean school day, except during summer when it shall mean calendar day, unless calendar days are noted.
  6. **Employee** when used hereinafter shall mean a member of the bargaining unit.
  7. **Superintendent** shall mean the chief administrator of the District.
  8. **President/Co-Presidents** shall mean the presiding officer/s of the Association.
  9. **Contract** shall mean the individual contract issued to each employee.
- B. The Mt. Adams Education Association is an affiliate of the Washington Education Association (WEA) and the National Education Association (NEA). The signatories shall be the sole parties to this Agreement.

### SECTION 3. RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel, whether under contract or on leave, and employed by the Board. The bargaining unit is described as follows:
1. **Regular and Regular Part-time Employee.** Regular full-time and regular part-time certificated personnel who hold valid contracts with the District comprise this bargaining unit and are subject to the terms of this Agreement. Such representation shall exclude the Superintendent, administrative assistant, principals, vice principals, business manager, Director of Federal and State categorical programs, Director of Special Education, and all other administrators.

- 2. Replacement Employee.** Replacement employee shall mean an employee who replaces a full-time or part-time employee who has been granted a leave as provided in RCW 28A.405.900.
- a. **Contract Coverage.** Replacement employees shall be issued a non-continuing individual contract for the term of the leave. Replacement employees shall be entitled to all coverage of all the terms and conditions of this Agreement, except Article V, Reduction In Force.
  - b. **Employment Consideration.** Employment of any new employee for a specific position shall not be made until the leave replacement employee who has applied for the position has been considered by the Superintendent. However, the leave replacement employee shall not be considered until all full-time and part-time employees who have a request for transfer have been considered.
  - c. **Evaluation.** If the leave replacement employee requests an evaluation, the principal shall evaluate the employee as per Article IV. However, the principal shall observe the leave replacement employee once prior to the evaluation. The evaluation summary shall consist of written statement on the appropriate form. This evaluation shall not be subject to the grievance process. The leave replacement employee shall not be placed on probation.
- 3. Long-Term Substitute.** A long-term substitute is a person who is temporarily employed but works more than twenty (20) consecutive days in one (1) assignment. Upon completion of twenty (20) consecutive days in one (1) assignment, the person shall be considered a long-term substitute and an employee within the bargaining unit.
- a. Long-term substitutes shall be covered by the following terms and provisions of this Agreement:
    - i. **Article I – Administration**
    - ii. **Article II – Business**
      - 1) Section 1. Employer's Rights & Responsibilities
      - 2) Section 2. Association Rights
      - 3) Section 5. Association Leave
    - iii. **Article III – Personnel**
      - 1) Section 1. Employee Rights & Responsibilities
      - 2) Section 2. Employee Responsibilities
      - 3) Section 3. Hiring Practices
      - 4) Section 4. Due Process
      - 5) Section 5. Employee Protection
      - 6) Section 6. Dispensing of Medication and Medical Functions
      - 7) Section 7. Personnel File
      - 8) Section 8. Monitoring/Surveillance

- iv. **Article VI – Academic**
  - 1) Section 1. Controversial Topics/Academic Freedom
  - 2) Section 2. Employee Workload
  - 3) Section 3. Student Discipline
  - 4) Section 4. Unscheduled Parent/Teacher Conferences
  - 5) Section 5. Classroom Visitation
  - 6) Section 8. Non-Professional Duties
  - 7) Section 9. Employee Facilities
  - 8) Section 11. Parent Conferences/Grade Reports
  
- v. **Article VII – Leaves**
  - 1) Section 1. Sick Leave (*pro-rated*)
  - 2) Section 4. Family Illness Leave (*pro-rated*)
  - 3) Section 5. Emergency Leave (*pro-rated*)
  - 4) Section 6. Personal Leave (*pro-rated*)
  - 5) Section 9. Bereavement Leave (*pro-rated*)
  - 6) Section 14. Jury Duty and Subpoena Leave (*jury duty only*)
  - 7) Sick leave, Family Illness Leave and Emergency Leave shall be accumulated at the rate of one (1) day for each fifteen (15) days of employment or fraction thereof. Personal leave shall accumulate at a rate of one-half (1/2) day for each forty-five (45) days of employment. Bereavement leave shall accumulate at a rate of one-half (1/2) day for each eighteen (18) days of employment.
  
- vi. **Article VIII - Hours, Salary, Insurance Benefits**
  - 1) Section 1 Work Year
  - 2) Section 2 District Days
  - 3) Section 3 Longevity
  - 4) Section 4. Calendar
  - 5) Section.5. Workday/Preparation Time
  - 6) Section 6. Payment
  - 7) Section 7. Insurance (subject to SEBB eligibility)
  - 8) Section 8. Salary
  - 9) Section 9. Provisions Governing Salary Schedule
  - 10) Section 10. Supplementary Contract
  - 11) Section 11. Certificated Transportation Reimbursement
  - 12) Section 12. Summer School
  - 13) Section 13. Activities Outside the Contracted Work Day
  
- vii. **Article IX - Grievance Procedure**
  - 1) **Grievances.** Grievances from long-term substitutes shall be limited to alleged violations of this particular provision of the Agreement.

2) **Termination.** Long-term substitutes will be terminated when the regular employee returns and this termination will not be considered discipline.

3) **Employment consideration.** Employment of any new employee for a specific position shall not be made until the long-term substitute who has applied for the position has been considered by the Superintendent. However, the long-term substitute shall not be considered until all full-time and all part-time employees who have a request for transfer have been considered.

4) **Evaluation.** If the long-term substitute requests an evaluation, the principal shall evaluate the employee as per Article IV, providing there is sufficient time to evaluate. However, the principal shall observe the long-term substitute once prior to the evaluation. The evaluation summary shall consist of written statement on the appropriate forms. This evaluation shall not be subject to the grievance process. The long-term substitute shall not be placed on probation.

viii. **Article X - Duration.**

**4. Thirty (30)-day Substitute/Casual Substitute.**

- a. **Definition.** A thirty (30)-day substitute is a person who is employed on a casual basis for thirty (30) days or more beginning or ending in the current school year. Upon completion of thirty (30) days within the preceding time frame, the employee shall be considered a thirty (30)-day substitute and an employee within the bargaining unit.
- b. **Coverage/Salary.** Thirty (30) day substitutes shall not be covered by the provisions of this Agreement except that they shall receive a substitute salary at the per diem rate for the 1<sup>st</sup> Step base salary on the salary schedule per day starting with their thirty-first (31<sup>st</sup>) day of work until such time as the employee is no longer eligible for membership in the bargaining unit.
- c. **Exceptions:** Casual substitute subject to the provisions of this section shall be certificated teachers with current credentials. Casual substitutes with emergency substitute certification shall not be eligible for the salary enhancement defined in Article I, Section 3, Subsection D2.
- d. **Grievances.** Thirty (30)-day substitutes shall not be able to grieve any section or article of this Agreement except Article I, Section 3, Subsection D.2.

**SECTION 4. STATUS OF AGREEMENT**

- A. Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement and Washington State Law. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.



- B. Any revisions to individual contracts, as required by the provisions of this Agreement or Washington Law, shall be made and revised contracts issued no later than November 1. In the event negotiations have not been completed by November 1, revised contracts shall be issued within twenty (20) work days from completion of negotiations.
- C. This Agreement shall become effective when ratified by the Board and the Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties. This Agreement shall supersede any rules, regulations, policies or resolutions of the District which shall be contrary to or inconsistent with its terms.
- D. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights the employee may have under the Revised Code of Washington, Chapter 28A, Laws, or other applicable laws or regulations.

#### SECTION 5. CONFORMITY TO LAW

- A. If any article of this Agreement is held to be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall become inoperative, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.
- B. If any provision of this Agreement is so held to be contrary to law, the parties shall begin negotiations on said provision(s) as soon after receiving the written decision as is reasonably possible, provided that said provision is a proper subject of bargaining.

#### SECTION 6. PRINTING AND DISTRIBUTION

- A. Within thirty (30) days following the ratification by the parties, the Association will provide the District a draft of the revised Agreement for proof reading and signatures. In the event of disputes, errors, or omissions, the signed tentative agreements will prevail.
- B. The District shall post the Collective Bargaining Agreement on the District website within thirty (30) days after contract ratification as per RCW 28A.320.055. The District shall provide individuals making employment interviews and newly hired certificated employees with the appropriate information to access the District's website to review the agreement.

## **ARTICLE II - BUSINESS**

### **SECTION 1. EMPLOYER'S RIGHTS AND RESPONSIBILITIES**

- A. It is understood and agreed that with the exception of the expressed provisions of the Collective Bargaining Agreement, the Board retains all rights and responsibilities that have been granted or imposed on it by law, practice, custom, or rules and regulations of federal, state, county, and all other regulatory agencies.

### **SECTION 2. ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business when buildings are not in use by the District, or scheduled for other events. All such use must be scheduled in advance with the administration.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All visits by non-employee Association representatives shall conform to board policy and building rules relating to visitations.
- C. The Association shall have the right to use school facilities and equipment, including computers, copy machines, fax, e-mail, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association must schedule the use of equipment and use and consumption of school supplies in advance with the administration. The Association will assume responsibility for negligent use of school equipment which results in damage to that equipment.
- D. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building. The Association may use the District email, interoffice mail service and employee mail boxes for communication to employees.
- E. The Board agrees to furnish to the Association all available information concerning the financial resources of the District upon request, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, membership data, names and addresses of all employees and regular substitutes, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.
- F. The Board shall consult with the Association on any new or modified fiscal, budgetary or levy programs, construction programs, or major revisions of educational policy which are proposed or under consideration, and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board will consult with the Association on any proposal for additional operational, levy or building bond issue prior to setting an election.
- G. The Board shall recognize the Association Co-President or designee as the first item of business under that portion of the agenda devoted to "Hearing of Individuals or Groups," at any regular

meeting of the Board. The Association Co-President or designee shall determine the content of those items brought to the Board.

- H. The Association shall have the right to meet and confer with the Superintendent on a monthly basis in a Labor Management meeting to discuss Association issues, contract provisions or other items as determined by the parties. Date and time of meetings will be mutually agreed upon by both parties. Upon mutual agreement, if any issues come up that require discussion in between scheduled labor management meetings, additional meetings may be mutually scheduled.

### SECTION 3. ORIENTATION OF EMPLOYEES

- A. At the annual meeting of all employees prior to the opening of school for students, the Co-Presidents of the Association or designee(s) shall have time to address the employees. The time allowed shall be on a prorated basis, one (1) hour if the annual meeting is a full day, one-half (1/2) hour if the annual meeting is a half day.
- B. Employees new to the District shall be provided an orientation by their principal before classes begin. The Association Co-Presidents or designee shall be allowed up to one (1) hour during the meeting to provide orientation information.
- C. Employees new to the District, who did not attend the orientation in B above, shall be provided up to thirty (30) minutes, during paid time, to meet with an Association Co-President or designee. The parties agree to attempt to schedule this meeting during the employee's first week of employment but no later than the first ninety (90) days of employment.

### SECTION 4. DUES DEDUCTIONS

- A. **Association Dues.** (*Reference RCW 41.59.060*) The Association, which is the legally recognized exclusive bargaining representative of the certificated staff as described in the "Recognition" clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association (*upon receipt of a written authorization form*) an amount equal to the fees and dues required for membership in the Association.
- B. Dues deduction forms must be delivered to the business office.
- C. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to fees and dues deduction.

### SECTION 5. ASSOCIATION LEAVE

- A. Up to thirty-five (35) days of leave shall be provided for Association business which enhances the professional status and competence of employees. This applies to members of the Association and its constituent organizations who are delegates or participants in the Association meetings or conferences. Association leave must be approved by the Co-Presidents.
- B. Except in cases of necessity, requests for leave shall be submitted by an Association Co-President in writing to the Principal, with a copy to the Superintendent, two (2) days before the leave is to take effect.
- C. The Principal shall be responsible for securing a substitute when necessary, and the cost of the substitute shall be borne by the Association.

## ARTICLE III – PERSONNEL

### SECTION 1. EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, domicile, sex, age, national origin, the presence of any sensory, mental or physical handicap(s), or because of their membership in employee organizations.
- B. The District shall not deny employees who are citizens any rights of citizenship and no religious or political activities outside of the classroom of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

### SECTION 2. EMPLOYEE RESPONSIBILITIES

- A. The employee shall care for instructional materials and equipment and shall promptly report damage, loss, theft of equipment, furniture, or fixtures to their supervisor.

### SECTION 3. HIRING PRACTICE

- A. The Board shall in all instances hire employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code, and by such other requirements as specified by the Office of the State Superintendent of Public Instruction.
- B. Representative(s) chosen by the Association Co-Presidents shall have the opportunity to participate in the interview process of prospective certificated employees. To facilitate the interview process, the District shall provide notice to the Co-Presidents of the Association at least three (3) days prior to the interview. The District shall provide classroom coverage for the employee(s) involved in the interview process. Participation in the interview process does not confer the power of selection to the bargaining unit member.
- C. All certificated staff positions will remain advertised and open until either an employee with a Washington resident certificate is hired or a conditional certificate is applied for the individual hired for the position. It is an administrative right to make the final hiring decision following an appropriate interview process that follows this agreement.
- D. **Release from Contract.** An employee shall be released from the obligations of ~~his~~**their** contract upon request under the following conditions:
  - 1. A letter of resignation must be submitted to the Superintendent's office.
  - 2. If the letter of resignation is submitted on or before July 1, the employee will be released from their contract. If the state legislature does not pass the omnibus appropriations act by May 15, then the July 1 date will be extended to July 15.
  - 3. If the letter of resignation is submitted after July 1, a release from contract will be granted provided a satisfactory replacement can be obtained. If the state legislature does not pass the omnibus appropriations act by May 15, then the July 1 date will be extended to July 15. The District shall make every reasonable effort to make an expedient search for replacement.
  - 4. If the District does not intend to fill the vacant position, the employee shall be released from the contract.

## SECTION 4. DUE PROCESS

- A. No employee shall be disciplined without just and sufficient cause. Such discipline shall be in private. In addition, the District agrees to follow, when appropriate, a policy of progressive discipline which may begin with a verbal warning, progress to a written reprimand, then to suspension with loss of pay and, when required by the circumstances, include discharge or non-renewal. The District will utilize the "Seven Questions of the Common Definition of Just Cause" in determining action and procedure in discipline cases. (*see Appendix E*) (*see also Article IX, Section 9, for remedies*)
- B. This provision shall specifically apply to all extended day and extended year employee contracts.
- C. The District shall notify the Association prior to taking any disciplinary action against an employee, except when an employee requests confidentiality. The employee shall sign a statement that he/she has been notified of the employee's right to Association representation and has waived that right.
- D. When an employee is required by a supervisor to meet and discuss a situation which may lead to a reprimand, suspension, discharge or non-renewal, the employee shall be provided written notice that the employee is entitled to request and to have representation by the Association or legal representation present at every meeting relating to such discipline.
- E. Any complaint made against an employee will be promptly called to the attention of the employee, except when such complaints result in a criminal investigation. The employee has the right to know the source of the complaint and to face the accuser if so desired. Any complaint not called to the attention of the employee within ten (10) school days may not be used as the basis for any disciplinary action against the employee, except in cases of criminal investigation. Accuser shall be interpreted to mean either,
  - 1. an individual whose sole testimony is used to bring a charge or complaint against an employee, or
  - 2. any administrator who, after a thorough investigation, gathers information and brings a charge or charges against an employee.
- F. Any derogatory material not shown to a certificated employee within ten (10) days after occurrence shall not be allowed as evidence in any grievance or in any disciplinary action against such employee, except in cases where material is used in criminal investigation.
- G. An employee has the right to have representation from the Association and/or counsel present when being reprimanded, disciplined, or adversely affected. All information forming the basis of any reprimand, warning, discipline, or adverse effect shall be made available to the employee. In the event an employee desires to have representation at any meeting with a district administrator which may lead to discipline, the employee will be allowed to have such representation present. The meeting may be delayed up to one (1) day if the representative is not immediately available.

## SECTION 5. EMPLOYEE PROTECTION

- A. No employee will be required to remain in any building or area that has been evacuated because of potentially hazardous conditions. When schools are closed early due to hazardous conditions

*(inclement weather, loss of power, loss of heat etc.)* employees shall be permitted to leave immediately after students are safely released and off campus. Employees are allowed to report to work thirty (30) minutes before students arrive when school opening is delayed due to hazardous conditions.

- B. Employee Rights to a Safe Work Environment: District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises.
  - 1. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, without jeopardizing the safety of students, the employee shall have the right to remove themselves from the unsafe situation. Building administration, when notified will take over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved.
  - 2. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the association has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.
- C. Whatever emergency drills are required by state and local law, including but not limited to fire, earthquake, lock down, and active shooter drills will be conducted by the District. Emergency response procedures shall be provided by the building principal to the employees prior to the opening of school.
- D. Employees shall be named as additional insureds under the comprehensive liability and Board of Education liability insurance policies of the District. Coverage thus extended will provide employees covered under this contract with the same protection as provided for the Mt. Adams School District as a whole, its superintendents and administrators, and the board of directors. The District shall protect certificated employees who are acting within the scope of their employment by purchasing public liability insurance which shall include certificated employees as named insureds under the policies of the District. This coverage is defined as the extent of the District's liability insurance coverage.
- E. An employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor or Superintendent, and, if necessary, the appropriate authority. 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.
- F. When absence or disability arises out of or from assault sustained in the course of employment, employees shall suffer no loss in wages or other benefits less the amount of worker's compensation awarded. No part of such absence will be charged to annual or accumulated sick leave.
- G. The District shall reimburse an employee the cost of repair, replacement of clothing or other personal items worn on the body, which are damaged or destroyed as a result of an assault on the employee, occurring during the course of employment in accordance with RCW 28A.400.360 and RCW 28A.400.370.

- H. The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse that employee while the employee is performing duties for the District. Such support shall include assisting the employee with filing a legal complaint or contacting the city or county prosecutor for purposes of processing the case. Employees using the services of private attorneys will pay the costs or fees of using such services.
- I. The District shall investigate any information regarding potential exposure to contagious diseases. Upon the District's receiving verifiable information of the potential for exposure to contagious diseases and illnesses, employees shall be notified immediately, and provided with any knowledge or information the District has regarding prevention and protection from exposure to the disease or illness.
- J. Employees shall be informed of student(s) who have a record of assaultive or threatening conduct toward District employees or students prior to being assigned to the classroom or as soon as known by the District. Employees shall be provided with specific information about the known behavior patterns of the students, provided such is known to the District, and suggested strategies for managing those behaviors.
- K. The District shall provide and fund CPR and first aid training on an annual basis to all interested employees on a voluntary basis.

#### SECTION 6. DISPENSING OF MEDICATION AND MEDICAL FUNCTIONS

- A. No employee shall be required by the employer to dispense or administer medication or perform any other medical function unless qualified and legally authorized to do so as allowed by state law.

#### SECTION 7. PERSONNEL FILE

- A. Certificated employees or former certificated employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as non-confidential employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded the employee without cost for the first copy. Additional copies shall be at cost.
- B. Any one person at the certificated employee's request may be present in this review.
- C. Each certificated employee's personnel file shall contain the following minimum items of information: all employee evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records, and transfer documentation, both voluntary and involuntary. Grievance documentation shall not be placed in the employee's personnel file. Grievance documentation shall be placed in a District/Association grievance file.
- D. No secret, duplicate, alternate, or other personnel file, paper or electronic, shall be kept anywhere in the District. However, this shall not preclude use of a working file at the building level.
- E. The building working file is for the current school year and shall be destroyed at the end of the school year. During the final evaluation conference, administrators will share with each employee

any documentation from that year which will be moved into their personnel file. At that time, employees will have a ten (10) day timeline to submit supplementary documentation or comments.

- F. No evaluation, correspondence, or other material making derogatory reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file or evaluation file without the employee's knowledge and opportunity to attach his own comments. A copy of any derogatory material or complaint which is placed in the principal's working file shall be given to the employee within ten (10) days of placement in the working file. Derogatory material/complaints may result in disciplinary action only if the employee has been provided a copy within the ten (10) day timeline.
- G. Upon request by the certificated employee, the Superintendent or his official designee shall sign to verify contents, if it is prepared by the employee and is accurate as to the referred contents.
- H. Inspections of files shall be by appointment only in the presence of central office personnel and shall be at the convenience of the Superintendent's Office. Access to files shall not be unreasonably withheld and in no case shall it be withheld more than three (3) days. The files shall be seen only by District administrative personnel or by the individual employee, or persons with said employee's written permission. At the request of the employee, derogatory material from personnel files will be expunged by the District at the end of two (2) years if there are no further problems.

## SECTION 8. MONITORING/SURVEILLANCE

- A. No mechanical or electronic device shall be installed in any room or brought in on a temporary basis which would allow a person to be able to listen or record the procedures in any class, without prior knowledge of the employee.
- B. Zoom meetings or similar virtual conferencing platforms have become an integral part of employee work environment. Any use of video conferencing for monitoring instruction is not allowed without knowledge of the employee.

## SECTION 9. ASSIGNMENT, VACANCIES, AND TRANSFER

### A. Definitions:

- 1. **Assignment.** The job duties, building grade level, and worksite of an individual employee.
- 2. **Vacancy.** An assignment that has been vacated and is scheduled to be refilled or an assignment that has been newly created by District action. Vacancies can occur as a result of termination of employment of the employee holding an assignment, or by an employee vacating an assignment to move to another assignment in the District.
- 3. **Transfer.** A change in work assignment to fill a vacancy resulting from voluntary or involuntary transfer.
  - a. **Voluntary Transfer.** Transfer that is initiated by the employee.
  - b. **Involuntary Transfer.** Transfer that is initiated by the District.
- 4. **Seniority.** Seniority of a bargaining unit member shall be established as the date of original employment in the bargaining unit of the Mt. Adams School District.



## **B. Assignment:**

1. The assignment of an employee to a teaching assignment for the beginning of each school year is a management right, except as modified by this Agreement. Assignment of employees involves the assessment of District needs based on such factors as student population, the demonstrated past experience of employees at a grade level or subject matter, undergraduate or postgraduate course work of the individual employee, appropriate credentials/endorsements of the employee, changes in curriculum, and designed staff movement.
2. The District agrees that employee assignments for each new school year shall be made on or before the last day of school of the current school year. Affected employees shall be notified in writing as early as possible, but no later than the last day of school, of any changes in their teaching assignments. In addition, the Building Principal or Superintendent will personally meet with the affected employee regarding the ensuing school year's teaching assignment.
3. In the event of an emergency, an employee may be given notice of the next year's teaching assignment after the last day of school, provided there shall be at least a ten (10)-day notification of such late change prior to the emergency assignment.
4. To assure that employee input is considered in the decision process for assignments for the new school year, the following steps shall be followed:
  - a. The District shall meet with the Association prior to April 1 of the school year to receive input regarding assignments for the following year. Committee and employee meetings may also occur.
  - b. The District shall review any requests for voluntary transfer on file with the District.
  - c. When making assignments, the District shall consider the input from the Association, employee committees, other employees, employees requesting reassignment, the qualifications of employees for the assignments, and work site transitions.

## **C. Vacancies**

Subject to the provisions of Section B above, vacancies shall be filled in the following manner.

1. Notification of vacancies, including summer school and extracurricular activities, shall be provided to all employees, by posting a notice of the vacancy in the Principal's office and on the Association bulletin board. The notice of vacancy shall be posted for at least two (2) weeks prior to filling said assignment. This requirement does not prevent the District from temporarily filling the assignment during the posting period. A copy of the notice of vacancy shall be sent to the Association's Co-Presidents at the same time. Vacancies occurring during the summer break shall be posted in the business office with a copy sent to the Association's Co-Presidents. Those employees who have asked to be considered for vacancies will be notified of all vacancies during the summer.
2. Notices of vacancies shall clearly set forth the qualifications for the assignment and the procedure for applying.

3. Vacancies shall be filled on the basis of qualifications for the assignment. Qualification includes the following:
  - a. Demonstrated past successful experience at grade level or subject matter.
  - b. Undergraduate or postgraduate course work in the area of the assignment;
  - c. Appropriate credentials or endorsements;
  - d. Mutual agreement between the District and the Association that the assignment is in the best educational, professional or personal interest of all involved.
4. Current qualified bargaining unit members shall be interviewed if they apply for the vacancy. If two (2) or more bargaining unit members are equally qualified, the most senior shall be selected.
5. The District shall use all reasonable effort to fill vacancies, including extracurricular assignments, with present bargaining unit members before hiring from out of district.
6. If the District chooses a current bargaining unit member to fill the vacancy, during the current school year, the vacancy created by the newly chosen employee shall be filled at the District's discretion for the balance of the school year.
7. Employees not granted the applied for assignment shall be notified in writing within five (5) days after the District's hiring decision. The employee may request a personal conference with the Superintendent to discuss the District's reason for not granting the assignment. The conference shall be held within five (5) days of the request unless mutually agreed to otherwise.

#### **D. Voluntary Transfer**

1. When employees desire a transfer the following procedure shall be used:
  - a. Employees shall complete a request form by May 1 of each school year. Such request shall be kept on file by the District for the period of one (1) year.
  - b. During the course of the school year, employment of any new employee to a vacancy shall not be made until the appropriate supervisor has considered all current employees with a pending request for transfer. A letter responding to all applicants will be sent by the District. Prior to the beginning of each school year, the Superintendent or designee shall notify in writing each employee whose request for transfer was not granted. A personal conference may be requested to discuss the reason(s) for non-transfer. The conference shall be held within five (5) days of the request.

#### **E. Involuntary Transfer**

1. When an assignment cannot be filled during the course of a school year through voluntary transfer or new hire, an employee may be involuntarily transferred. Considerations in determining which employee is to be involuntarily transferred include the area of employee's competence, major or minor field of study, length of service within the District, length of

service in the building, appropriate credentials/endorsements, demonstrated past successful experience at the grade level or subject matter.

Where two (2) or more employees are equally qualified for the assignment, the least senior employee will be involuntarily transferred.

2. At least ten (10) days written notice with a stated reason for transfer will be given to the employee who is to be transferred. The affected employee will be personally contacted by the building principal or Superintendent and will be told the specific reason(s) for being selected for such a transfer. A transferred employee is entitled to discuss his/her personal desires at that time.
3. An employee who is involuntarily transferred during the work year, shall be provided up to seven (7) hours at the employees' per diem rate of pay in order to complete the move from one room to another or from one building to another.
4. An employee assigned outside the employee's major, minor, or area of experience shall be provided inservice or other appropriate training to assist the employee to succeed in the assignment. If the District requires special courses or training, the District will provide the funds for same. The employee's evaluation shall note that the employee was placed outside of the employee's major, minor, or area of experience.
5. Upon an employee's request, involuntarily transferred employees will be provided with necessary mentoring.
6. Employees who are transferred will be given priority on returning the following school year to the building or assignment from which they have been involuntarily transferred, if openings for which they are qualified become available.
7. The District shall make every reasonable effort to avoid transferring any individual employee more than one (1) time in any two (2) year period.

## ARTICLE IV - OBSERVATION/EVALUATION/PROBATION/PROFESSIONAL GROWTH

### SECTION 1. PURPOSE

- A. The purpose of this evaluation procedure shall be to recognize high levels of performance and to encourage improvement in specific identifiable areas through constructive and fair assessment of employee competency, strengths, and weaknesses as they relate to an effective instructional program, and provide support for professional growth through the systematic assessment of employee performance in accordance with RCW 28A.405.100 and 28A.405.110, and any rules and regulations adopted by the Office of the Superintendent of Public Instruction, currently WAC 392-191A.
- B. The parties agree that the evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in current legislation 1.) An evaluation system that is meaningful, helpful and objective 2.) An evaluation system that encourages improvements in teaching skill, techniques, and abilities by identifying areas needing improvement and provides support for professional growth 3.) An evaluation system that encourages 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.

### SECTION 2. ANNUAL EVALUATIONS

- A. **Responsibility for Evaluation.** Within each school the principal or designated administrator shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one (1) school shall only have one (1) evaluator for one (1) evaluation.
- B. **Evaluator Qualifications.** All assigned evaluators shall have been trained in observation, evaluation, and the use of the specific evaluation processes they will be assigned to conduct that are contained in Article IV of the Agreement and related appendices. By September 1<sup>st</sup> each year, the District shall provide the Association with notice that the evaluators have completed the training or the date(s) they are scheduled to be trained.
- C. **Required Evaluations**
  - 1. By September 15, or within fifteen (15) days of employment, whichever is later, each employee shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle.
  - 2. All employees shall be evaluated annually. Such evaluations shall be completed no later than May 15 of the year in which the evaluation takes place.
  - 3. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
  - 4. If the principal or supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be completed prior to the notice of probation. An employee may be placed on probation any time after October 15, if the employee's work is not judged satisfactory based on District evaluation criteria.

5. All employees shall be treated in an equitable manner for observation and evaluation purposes. Probationary employees shall be treated as prescribed in the observation and evaluation portions of the probation section in this Agreement.

### **SECTION 3. APPLICABILITY FOR EVALUATION PROCESSES**

Employees are evaluated using one of the two processes below:

- A. **Classroom Teacher Evaluation Process.** This employee group includes specifically those certificated teachers with an assigned group of students for whom they provide academically focused instruction and grades. The term “classroom teachers” does not include Support Personnel as described in B below and other bargaining unit members who do not meet this definition. The evaluation process for classroom teachers is delineated in Section 4.
- B. **Certificated Support Personnel Evaluation Process.** This employee group includes specifically those certificated staff identified as non-classroom support employees and includes Educational Staff Associates, counselors, librarians, instructional coaches, and other bargaining unit members who do not meet the definition of “classroom teacher” in A above. This evaluation process is delineated in Section 5.

### **SECTION 4. CLASSROOM TEACHER EVALUATION PROCESS**

This process applies to certificated staff with an assigned group of students for whom they provide academically focused instruction and grades and further defined in Section 3A above.

#### **A. PROFESSIONAL DEVELOPMENT**

Each teacher shall receive professional development to comprehend the framework, understand the evaluation process and how to use the School Data Solutions software.

#### **B. DEFINITIONS, STATE CRITERIA, FRAMEWORK AND SCORING**

##### **1. Definitions**

- A. **Instructional Framework** shall mean CEL 5D+ Teacher Evaluation Rubric 3.0 as developed by the University of Washington Center for Education Leadership Five Dimensions of Teaching and Learning.
- B. **Criterion** shall mean one of the eight (8) state-defined categories to be scored.
- C. **Component** shall mean the sub-section of each criterion.
- D. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.
- E. **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

- F. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence can be gathered from the normal course of employment or from discussion between the employee and evaluator. Input from students, or parents may be used as evidence, if credible, following discussion with the employee.
- G. **Observe or Observation** shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework.
- H. **Not Satisfactory** shall mean:
- Level 1: Unsatisfactory – Receiving a comprehensive performance rating of 1 is not considered satisfactory performance for a teacher.
- Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a comprehensive performance rating of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
- I. **Student Growth Data** shall mean relevant multiple measures that assess the change in student achievement between two points in time within the current school year, as mutually agreed by the teacher and evaluator.

## 2. **State Evaluation Criteria:**

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

## 3. **Criterion Performance Scoring**

- A. Criterion performance scoring is based on looking at the collection of all evidence, over time. The following four-level rating system will be used to evaluate classroom teachers and describes performance along a continuum that indicates the extent to which the criteria have been met or exceeded. Each rating will be assigned the following numeric values:

Unsatisfactory – 1  
Basic – 2

Proficient – 3  
Distinguished – 4

- B. Scores from all of the individual components shall be added to reach a final criterion score. The following range of scores shall be used in establishing a final rating.

No. of Components	Unsatisfactory	Basic	Proficient	Distinguished
2	1-2	3-4	5-6	7-8
4	1-4	5-8	9-12	13-16
5	1-5	6-10	11-15	16-20
6	1-6	7-12	13-18	19-24

#### 4. Comprehensive Performance Rating

- A. Comprehensive Performance Evaluation: A classroom teacher shall receive a performance rating for each of the eight (8) state evaluation criteria. The comprehensive evaluation score is determined by totaling the eight (8) criterion-level scores as follows:

8-14 Unsatisfactory  
15-21 Basic  
22-28 Proficient  
29-32 Distinguished

- B. Focused Evaluation: The performance evaluation score is assigned using the score from the most recent comprehensive performance evaluation. This score becomes the focused performance evaluation score for any of the subsequent years following the comprehensive performance evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

#### 5. Student Growth Criterion Score

- A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1.

- B. Scoring for student growth will be as follows:

1. Classroom teachers will collect student growth data from multiple sources during the school year in which the evaluation is being conducted. This data will be shared in discussions with the evaluator for the purpose of documenting performance for the student growth goals.
2. For a comprehensive performance evaluation, evaluators add up the raw score on all five (5) components and the employee is rated low, average, or high based on the scores below:

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

3. When a classroom teacher receives a student growth rating of “Low” they will engage with their evaluator, in a student growth inquiry. If a teacher receives an Unsatisfactory - 1 on any of the student growth components, it will trigger the student growth inquiry plan.
4. A teacher who receives a Distinguished - 4 comprehensive performance rating and a Low student growth rating, must automatically be moved to Proficient - 3 for their comprehensive performance rating.
5. Evaluations of classroom teachers with a comprehensive performance rating of Unsatisfactory - 1 and a student growth rating of “High” will be reviewed by the evaluator’s supervisor.
6. Within two months of receiving the low student growth rating or at the beginning of the following school year, the teacher and evaluator will mutually agree to engage in one of the following:
  - a. Examine extenuating circumstances which may include, but are not limited to: goal setting process/expectations, student attendance, and curriculum/ assessment alignment;
  - b. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
  - c. Examine student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and/or state-based tools;
  - d. Create and implement a professional development plan to address student growth areas.
  - e.

## C. PROCEDURAL COMPONENTS OF EVALUATION

1. **Student Growth Goal Setting.** The teacher shall determine a student growth goal on the Goal Setting form for any or all of the student growth components (SG-3.1, SG-6.1 and/or SG-8.1) as required by the employee’s individual evaluation process. The goal for SG-6.1 and SG-8.1 may be the same goal.
2. **Artifacts and Evidence**
  - a. The evaluator will collect artifacts and share evidence used to complete the evaluation. Evaluator observation data, notes from evaluative conversations with the teacher and the completed evaluation forms shall serve as the primary evidence for the evaluation process.
  - b. The teacher may provide additional artifacts and evidence to aid in the assessment of their professional performance, especially for criteria not observed in the classroom. The artifacts provided by the teacher shall be incorporated on the observation/evaluation forms and shall be used to determine the final evaluation score.
  - c. A teacher may, but shall not be required to, submit additional artifacts and evidence for completion of the evaluation.
  - d. Input from students or parents may be used as evidence, if credible, following discussion with the employee.



3. **Record Keeping.** The District shall adhere to the following:
  - a. A signed copy of the annual summary and teacher's written comments, if applicable, shall be included in the teacher's personnel file.
  - b. Teachers shall use the School Data Solutions evaluation system.
  - c. Teachers shall have access to their School Data Solutions evaluation account, in subsequent years.
  - d. Evaluators shall notify the teacher when any additional evidence is submitted to the employee's School Data Solutions evaluation.
  - e. Teachers shall not be required to share self-assessment information utilized within the evaluation system.
  - f. Any and all data entered into the School Data Solutions evaluation software shall be considered confidential, and not be subject to public disclosure under the privacy exemption of the statute RCW 42.56.
4. **Electronic Monitoring.** All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to, or make audio or visual recordings of the procedures in any class, without the prior knowledge and consent of the teacher.

#### **D. COMPREHENSIVE PERFORMANCE EVALUATION PROCESS**

A Comprehensive Performance Evaluation will include evaluation of all eight (8) state criteria. All eight (8) teaching criteria must contribute to the performance evaluation and must be completed at least once every six (6) years. Classroom teachers who are provisional under RCW 28A.405.220 and any classroom teacher who received a comprehensive ~~summative evaluation~~ performance rating of Unsatisfactory – 1 or Basic - 2 in the previous school year must follow the comprehensive performance evaluation process.

1. **Required Observations.** During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice each school year in the performance of their assigned duties. The total annual observation time shall not be less than sixty (60) minutes. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period. An employee in the third year of provisional status as defined in RCW 28A.405.220 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 ninety (90) minutes. The evaluator may conduct and/or the teacher may request additional formal observations.
2. **Pre-Observation Conference.** A pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
3. **Observations:**
  - A. Formal Observations
    1. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The second of two (2)

- formal prearranged observations will occur no sooner than six (6) weeks after the first formal observation and ideally, in different trimesters so that reasonable time can be provided for continuing professional growth. The final formal observation shall occur prior to April 25<sup>th</sup>. Formal observations shall not be less than fifteen (15) minutes in length.
2. Formal observations will occur no later than five (5) days after the pre-observation meeting unless the employee is absent. In the case of absence, the formal observation will be rescheduled without another pre-conference.

**B. Informal Observations**

1. An informal observation is a documented observation that is not required to be prescheduled. In addition, informal observations may be requested by either the evaluator or the teacher to collect additional evidence.
  2. Informal observations do not have to be in the classroom; department or collegial meetings may be used.
- C. Observations will not take place during the first week, the last week of school, or on the day before or day after winter or spring break, or following the absence of the certificated employee, unless otherwise agreed to by the employee.
- D. The evaluator will document all observations using the observation/evaluation form in School Data Solutions and provide a draft copy to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference. Any time after an informal observation, a teacher or evaluator may request a post informal observation conference to discuss what was observed. If a conference is requested, it will be scheduled and completed.

**4. Post-Observation Conferences**

- A. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observations, and to discuss the teacher's performance.
- B. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after an observation. This conference will be conducted in the teacher's classroom or a mutually agreed upon location. If either party cannot make the scheduled conference, it is that parties' responsibility to reschedule.
- C. The teacher shall be provided the opportunity to submit additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The artifacts and evidence provided by the teacher shall be incorporated on the draft observation form at the post-observation conference. Any additional artifacts and evidence must be provided to the evaluator within five (5) days of the post-observation conference. A final observation report will be sent to the employee within eight (8) days following the post-observation conference.

- D. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.
- E. The teacher may attach written comments to the finalized observation report.

## **5. Final Performance Evaluation Conference**

- A. No later than May 1<sup>st</sup> the evaluator and teacher shall meet to discuss the teacher's final performance rating. All evidence, measures and observations used in developing the final score must be a product of the school year in which the evaluation is conducted.
- B. If the evaluator judges the teacher to be below Proficient – 3, the evaluator must provide at least three (3) pieces of evidence that substantiates the rating.
- C. The teacher will sign two (2) copies of the Final Performance Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach written comments.

## **E. FOCUSED EVALUATION**

In the years when a comprehensive performance evaluation is not required, classroom teachers who received a comprehensive performance evaluation rating of Proficient - 3 or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one (1) or more of the eight (8) state criteria.

1. During a Focused Evaluation, the criterion area to be evaluated shall be proposed by the teacher and approved by the teacher's evaluator prior to, or at the first pre-observation conference. If criterion 3, 6, or 8 is selected the evaluator will use the accompanying student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, the evaluator will also use student growth rubrics from either criterion 3 or 6. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
2. Observations and conferences for the focused evaluation shall follow the process set forth in Section 4.C., Procedural Components of Evaluation, and Section 4.D., Comprehensive Performance Evaluation Process, above. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting.
3. A focused performance score is assigned using the comprehensive performance evaluation rating ~~score~~ from the most recent comprehensive evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
4. A teacher may be transferred from a focused evaluation to a comprehensive performance evaluation at the request of the teacher or the teacher's evaluator. The request of the teacher or evaluator must be received in writing prior to September 15<sup>th</sup>. The evaluator's request may be

communicated during the prior year's final evaluation conference based on concerns during the classroom observations.

**5. Final Focus Evaluation Conference**

- A. No later than May 1<sup>st</sup> the evaluator and teacher shall meet to discuss the teacher's focused evaluation. If the administrator determines that the employee needs to return to a comprehensive performance evaluation as per number 4 above, the evaluator will provide at least two (2) pieces of evidence from separate observations conducted for the purpose of the evaluation process that substantiates the move. All evidence, measures and observations used must be a product of the school year in which the evaluation is conducted.
- B. The teacher will sign two (2) copies of the Final Focus Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach written comments.

**F. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE**

- 1. The Association will be notified, within five (5) school days, when any teacher is judged below Proficient - 3 on the final comprehensive performance evaluation.
- 2. When a teacher is judged below Proficient - 3, the evaluator and the employee shall meet and mutually agree to one or more of the following to support the teacher's professional development:
  - A. Release time to observe colleagues' instruction;
  - B. A mentor;
  - C. A voluntary structured support plan;
  - D. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
  - E. Any District required hours worked outside the normal work day/year for the chosen support activities shall be compensated at the employee's per diem rate of pay. Any required travel will be reimbursed at the current mileage rate.
- 3. In such cases when a teacher with more than five (5) years of experience receives a comprehensive evaluation rating below Proficient - 3, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the First (1<sup>st</sup>) Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the First (1<sup>st</sup>) Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation. The Association will be notified that a support plan is being developed.

**G. PROVISIONAL**

- 1. A second-year Provisional teacher who receives a comprehensive performance rating of Proficient - 3 or Distinguished - 4 may be granted continuing contract status for the subsequent school year.

2. Provisional employees shall be treated in an equitable manner for observation and evaluation purposes. Provisional employees are non-renewed pursuant to RCW 28A.405.220. The non-renewal of a provisional employee is not subject to arbitration.
3. A provisional employee receiving a notice of non-renewal as per RCW 28A.405.220 shall have ten (10) days after receiving such notice to file a written notice of appeal with the Superintendent of the District. Failure to file such notice waives any right to appeal.

## **H. PROBATION**

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation as per the following procedures:

1. A classroom teacher's work is judged not satisfactory, and therefore shall be placed on probation, when the comprehensive performance rating is Unsatisfactory - 1. A continuing contract classroom teacher with more than five (5) years of teaching experience whose comprehensive performance rating is below Proficient - 3 for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
2. Teachers may only be placed on probation from the Comprehensive Evaluation Process.
3. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
4. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  - a. The evaluation report prepared pursuant to the provisions of Article IV Section 4, and,
  - b. A recommended specific and reasonable plan of improvement designed to assist the teacher in improving his or her performance. The plan shall include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the district, and the dates those supports will be put in place.
5. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive performance rating as of May 15<sup>th</sup> of less than Basic - 2.

6. The Superintendent will provide the teacher and the Association with a written notice of probation which shall contain the following information:
  - A. Specific areas of performance deficiencies identified from the instructional framework;
  - B. A suggested specific and reasonable plan for improvement;
  - C. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
  - D. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300.
7. Evaluation During the Probationary Period
  - A. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken. An Association Representative shall be present at this meeting unless the employee refuses representation in writing.
  - B. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  - C. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress made. The provisions of Section 4 above shall apply to the documentation of observation reports and evaluation reports during the probationary period. An Association Representative shall be present at these twice monthly meetings if the employee requests representation.
  - D. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD. If the parties are unable to agree they will accept an ESD appointed evaluator.
  - E. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
8. Pursuant to RCW 28A.405.100, a classroom teacher who is required to be on the four-level rating system must be removed from probation if:
  - A. The teacher has demonstrated improvement that results in a new comprehensive performance rating level 2 or above for a continuing contract employee with five or fewer years of experience.,
  - B. The teacher has demonstrated improvement that results in a new comprehensive performance rating level 3 or above for a continuing contract employee with more than five years experience.
9. Evaluator's Post-Probation Report. The evaluator shall submit a written report to the Superintendent at the end of the probationary period. This report shall identify whether the

performance of the probationary teacher has improved and shall set forth one (1) of the following recommendations for further action:

- A. The teacher has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status; or
- B. The teacher has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- C. The teacher has not demonstrated sufficient improvement in the stated area(s) of deficiency and action should be taken to non-renew the employment contract of the teacher.
- D. The teacher should be removed from their current assignment and placed in an alternative assignment or on administrative leave for the balance of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year.

10. Action by the Superintendent:

Following a review of the report submitted pursuant to paragraph 9 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal or discharge.

**I. NON-RENEWAL (DISCHARGE)**

- 1. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.210 or 28A.405.300.
- 2. When a continuing contract teacher with five (5) or more years of experience receives a comprehensive performance rating of Unsatisfactory - 1 for two (2) consecutive years, the District shall, within ten (10) days of the completion of the second comprehensive performance evaluation or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW 28A.405.300.

**J. PROBABLE CAUSE**

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute.

**SECTION 5. CERTIFICATED SUPPORT EMPLOYEE EVALUATION PROCESS**

This process applies to specifically those certificated staff identified as non-classroom support employees and includes Educational Staff Associates, counselors, librarians, instructional coaches, and other bargaining unit members who do not meet the definition of “classroom teacher” in Section 4 above.

## **A. EVALUATION CRITERIA**

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position which criteria are set forth in the addendum attached hereto. Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position which report forms are attached hereto. (*see Appendix C-1* ).

## **B. MINIMUM OBSERVATION CRITERIA**

1. The first observation will be preceded by a conference with the employee.
2. Observations will not take place during the first week, the last week of school, or on the day before or day after winter or spring break, or following the absence of the certificated employee, unless otherwise agreed to by the employee.
3. Following each observation, or series of observations, the principal or supervisor shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three (3) days after such report is prepared (Appendix C-2 Observation Notes).

## **C. LONG FORM EVALUATION**

1. Non-Provisional Employees: During each school year each employee subject to a long form evaluation shall be observed for the purpose of evaluation at least twice in the performance of the employee's assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.
2. Provisional Employees: Newly hired provisional employees shall be observed at least once, and for a total time of at least thirty (30) minutes during the first ninety (90) calendar days of their employment. A provisional employee in the first two (2) years of employment shall have a total observation time of not less than sixty (60) minutes in each school year. An employee in their third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of their duties, and the total observation time for the school year shall not be less than ninety (90) minutes.

## **C. SHORT FORM EVALUATION**

1. After four (4) consecutive years of satisfactory evaluations an employee may be evaluated by use of short form evaluation. The District shall notify each eligible employee on or before October 1 that the employee will be evaluated by the short form, unless the employee and principal or supervisor mutually agree to a long form evaluation.
2. Employees subject to short form evaluation shall be observed by the principal or supervisor at least once, and for a total time of at least sixty (60) minutes during the school year. The observation(s) shall be documented on Appendix C-2 Observation Notes. The summation of the observation(s) shall be made on the short form evaluation. (*Appendix C-4*)
3. The short form evaluation process may not be used as the basis for notice of probable cause for non-renewal of the employee's contract.



## D. EVALUATION PROCEDURES

1. Within five (5) school days after the completion of each evaluation, an evaluation conference shall be held between the principal or other supervisor and the employee to discuss the evaluation report. The employee shall have the option of having Association representation during the evaluation conference.
2. The evaluation report shall be based on observations which occurred on the dates and for the durations indicated on the observation forms.
3. The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. Two (2) copies will be made—one for the employee and one for the personnel file. If the employee desires, a written rebuttal may be made to be placed in the personnel file. Each evaluation report shall be promptly forwarded to the District's personnel office for filing in the employee's personnel file.
4. The principal or supervisor will note that conditions may vary in the environment of separate schools and changed assignment. Class size, availability of supplies/equipment, the limitations of the physical facility, preparation time, and length of time in assignment will be considered in the annual evaluation.
5. No employee shall be disciplined through the evaluation process. Non-renewal, based on Evaluation Criteria (*Appendices C-1 and C-3*), and probation will not be considered a disciplinary act for purposes of this Agreement.

## E. PROBATION PROCEDURE

1. **Supervisor's Report.** In the event that the principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee is unsatisfactory, the supervisor shall report the same in writing to the Superintendent. The report may be made any time after October 14, but prior to January 15. The report shall include the following:
  - a. The evaluation report prepared pursuant to this Article.
  - b. A recommended specific and reasonable program designed to assist in improving the employee's performance.
2. **Establishment of Probationary Period.** If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status. The probationary period shall be sixty (60) school days. The latest a probationary period will end is May 1. The employee shall be given written notice of probation by the Superintendent. Said notice shall contain the following information:
  - a. Specific areas of performance deficiencies;
  - b. A suggested specific and reasonable program for improvement;

- c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.
3. **Evaluation During the Probationary Period.** At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the principal, the principal may authorize one (1) additional certificated employee to assist the probationer but not to evaluate.
- a. During the probationary period the principal or supervisor shall make classroom or worksite observations of the employee a minimum of forty (40) minutes every two (2) weeks. The principal or supervisor will make reasonable effort to make classroom drop-in observations during different times of the employee's workday. The classroom or worksite observations shall be recorded on Appendix C-5 Drop-In Observation Notes with a copy provided to the employee within three (3) days.
  - b. During the probationary period, the principal or supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The written evaluation shall be documented on Appendix C-8 Probation Evaluation Progress Report Classroom Teacher or Appendix C-9 Probation Evaluation Progress Report Certificated Support Employee.
  - c. During the twice monthly meetings, the principal or supervisor shall use Appendix C-5 Drop-In Observation Notes and the written evaluation (Appendix C-8 or C-9) to identify progress made by the employee, if any, and to outline further steps needed to improve areas of deficiency.
  - d. The probationary employee must be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.
4. **Supervisor's Post-Probation Report.** Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:
- a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  - b. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  - c. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency, action should be taken to non-renew the employee. In either case, the Superintendent shall notify the employee no later than May 15 of the status of the employee's contract.

5. **Action by the Superintendent.** Following a review of any report submitted pursuant to "Supervisor's Post-Probation Report" above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
6. **Final Annual Evaluation – Post Probation.**
  - a. If the decision of the Superintendent is to non-renew the employee following the probation period outlined above, then the pre-probation evaluation will be used as the final evaluation for the employee.
  - b. If the decision of the Superintendent is to remove the employee from probation, a final annual evaluation shall be prepared. The ratings contained in the pre-probation evaluation for criteria that were not identified as deficiencies in the probation notice, shall not be negatively changed.

## **ARTICLE V - REDUCTION IN FORCE**

### **SECTION 1. DEFINITION**

- A. The term Reduction in Force (hereinafter referred to as "RIF") refers to action by the Board reducing the number of employees in the District due to enrollment decline or loss in revenue. RIF does not refer to decisions to discharge an individual employee for cause or non-renewal of an individual employee for unsatisfactory job performance.

### **SECTION 2. RIF NOTIFICATION**

- A. Employees with valid contracts will not be RIFed during any school year. All RIFs will be put into effect at the start of the following school year. In the event of RIF, the Superintendent shall provide written notice to all affected teachers on or before May 15 of the school year preceding the year in which the RIF would occur. All such non-renewals shall be in accordance with RCW 28A.405.210.
- B. In the event that the Board anticipates a RIF of employees, the Board will notify the Association at least thirty (30) calendar days before May 15 and shall provide the Association with a detailed report on the financial affairs of the District.
- D. The Board shall also make available to the Association an accurate up-to-date account of all voluntary gifts, contributions, donations, bequests or pledges to the District.

### **SECTION 3. SENIORITY**

- A. RIF shall be by seniority only as modified by the provisions of this article as hereafter established. Seniority is defined as the length of service within the District as of the employee's first working day and followed by seniority credit for each year worked as a teacher within the State of Washington.
- B. A seniority list ranking each employee from greatest to least seniority shall be provided the Association by January 15 of each year. In the event that more than one (1) individual employee has the same seniority ranking, all employees who are affected will be ranked in accordance with the total seniority as employees in the District from greatest to least. Summer employment shall be counted for seniority purposes and used only as a tie breaker and for no other purpose.
- C. In the event that there is more than one (1) individual employee having the same seniority ranking, name lots shall be drawn to determine the position on the seniority list of the affected employees. The Association and all affected employees shall be notified in writing of the date, place, and time which will allow them to be in attendance for the drawing.

### **SECTION 4. RIF PROCEDURE**

- A. In the event it becomes necessary to RIF employees, the following procedure will be implemented:
  - 1. Prior to implementing RIF procedures, the employment of temporary employees and long-term substitutes shall be terminated.

2. The staff requirements and projected student enrollment for all schools in the District will be listed by building.
3. Staff selection to fill staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided that where teaching assignments require special certification by state regulations or ethnic preference as required by funding source, such assignments shall be filled with employees currently holding such special certificates.
4. Employees currently assigned in full-time teaching positions shall be first assigned to all full-time teaching positions consistent with their individual seniority and shall not be obligated to any part-time teaching position but may choose to accept such a position on a voluntary basis.
5. Employees currently assigned in part-time teaching positions shall be assigned to part-time teaching positions only consistent with their individual seniority and shall not be assigned to any part-time teaching position unless such a position is declined by all employees (*full and part-time*) with greater seniority.
6. Individual employees not slotted into a teaching position will be notified of RIF in accordance with the aforementioned provisions of the Article and will be recalled as requirements permit.
7. Employees RIFed shall be placed in a re-hiring pool and ranked by seniority therein. It is understood and agreed that although employees properly RIFed pursuant to the terms hereof and in compliance with applicable law may not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year, each RIFed employee's record of seniority and accrued benefits shall be maintained as of the effective date of the layoff.

#### SECTION 5. RECALL PROCEDURE

- A. In the event that additional students enroll in the District or additional revenues become available, the Board shall first recall all employees in the bargaining unit who have been RIFed before the Board employs or assigns any additional personnel to fill teaching assignments. RIFed employees shall be first recalled by seniority. Employees who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such employees shall have the option of accepting any part-time teaching position that may exist without jeopardizing the employee's recall status for any full-time position.
- B. Employees who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time employee with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all employees (*full and part-time*) with greater seniority.
- C. The Board shall give written notice of recall from RIF by sending a registered or certified letter to said employee at the employee's last known address. 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 RIF, recall, or other notice to the employee.

- D. Any employee so notified shall respond within five (5) calendar days from receipt of said notice whether the employee accepts or rejects the position. If an employee rejects a position for which the employee is certificated to teach, the employee shall be considered to have resigned from the employ of the District and all RIF benefits shall cease at that time.
- E. All employees not re-employed within two (2) years shall be dropped from the pool and shall have no re-employment status.

#### SECTION 6. RIF BENEFITS

- A. Any person not renewed under this RIF policy shall have the right to continue any and all insurance and medical provisions provided that they pay their own premium pursuant to COBRA.
- B. All positions of substitute employees shall be offered to employees on recall in rotating alphabetical order before any other person is offered such a position.
- C. All benefits to which an employee was entitled at the time of RIF, including unused accumulated sick leave and credits toward sabbatical eligibility will be restored to the employee upon return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.
- D. It is understood that this policy may be amended to coincide with any requirements imposed upon the District in reference to its Affirmative Action Program.
- E. To be eligible for recall, each employee in the RIF pool must have a valid state teaching certification.

## ARTICLE VI – ACADEMIC

### SECTION 1. CONTROVERSIAL TOPICS/ACADEMIC FREEDOM

- A. As a vital component of academic freedom, employees shall be responsible for decisions regarding the methods used for the instruction of students.
- B. The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. Questionable material shall be referred to the principal for decision.
- C. The employee will inform the students that the unit is controversial. Objectives of the unit must be presented to the students for review by parents and students. If the parents request in writing that their student be allowed to be absent from a particular period or unit of work, the student will be allowed to go to an appropriate alternative to be provided for the student.
- D. Both sides must be presented by the employee when dealing with controversial subjects.
- E. Notification of all guest speakers or presenters must be provided to the principal for approval.

### SECTION 2. EMPLOYEE WORKLOAD

#### A. Classroom Size and Instructional Groups

- 1. The District and the Association believe that the premise to constructive solutions are best made collaboratively. Other stakeholders (association membership, administrators, fiscal team) may be involved at any step in the process for the purpose of collaboratively resolving every issue in the best interest of our scholars.
- 2. The District and the Association mutually agree that appropriate class sizes are an integral part of the success of our teachers and our scholars. To this end, the district will be in compliance with the prototypical class size modeling for general education class size from Washington State per RCW 28A.150.260.
- 3. General Education average class size goals will be fully implemented during the 2022/23 school year and following.
  - a. Grade K-3: 17 students
  - b. Grades 4-6: 27 students
  - c. Grades 7-8: 29
  - d. Grades 9-12: 29 students
  - e. Weight Training (9-12): 18 students
  - f. CTE (middle and high school level): 23 students
  - g. Lab Science Classes (Grades 7-12 and Grades 9-12 after 7and 8 move to Harrah Campus): 20 student
- 4. The employee may apply in writing, to their building principal and the Superintendent for assistance in improving the learning process. The building principal will meet with the

employee within five (5) working days and collaboratively develop a solution to deal with the class size issue to the best of the building principal's ability.

- A. If the district overloads a classroom as determined by the class daily attendance in the middle or high school, certificated teachers will be compensated at \$5.00 per student per period for every work day. If the district overloads a classroom as determined by the class daily attendance roster in the elementary school, certificated teachers will be compensated at \$20 per student per day. Overload pay for General Education class loads will become effective during the 2022/23 school year.
- B. In addition, there shall be an equalized class load for each employee within a subject area and/or grade level.
- C. Special Education class size will be appropriate as determined by the IEP team, by the student's handicapping conditions, and the need for appropriate instruction. Efforts will be made to balance caseloads as much as possible.
  - 1. The District will exercise its best effort to maintain a special education teacher's IEP caseload at or below 30.
  - 2. If the classroom teacher disagrees with the assignment for any student, they should contact their building principal and follow section 2.A.3 above.
  - 3. Special education teachers shall be provided per diem time for IEP writing one (1) hour per IEP up to 42 hours (42 IEPs), AND the District will provide a substitute for a maximum of seven (7) hours.
  - 4. Every effort will be made to schedule IEP meetings to occur during contract hours. Any educator who attends an IEP meeting that goes outside contract hours will be compensated if the educator submits an overage timesheet, at per diem rate in quarter hour (15 minute) increments for every minutes past as verified by the presiding administrator.
  - 5. IEP and 504 plans will be provided to the appropriate classroom teachers within the first week of school by appropriate staff or administration. Updated or new IEP/504 plans will be provided to the classroom teacher in accordance with the law. Classroom teachers shall access Skyward to determine the status of students new to the classroom. If Skyward identifies a student as having an IEP and/or 504 plan, the classroom teacher and appropriate administrator will communicate to ensure that an IEP/504 plan is provided to the classroom teacher.
  - 6. When the district implements the inclusionary model, Special Education teachers will collaborate with grade level teams during PLC time for the purpose of designing instruction to meet the needs of all students.



### 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 schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, or sex. Such discipline shall be consistent with applicable federal and state laws.
- B. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District. The principal(s) shall give immediate response to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, 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 and state laws or regulations.
- C. An employee shall have the right to remove a student from class when the employee deems such action necessary to maintain order or discipline. Removal at any level shall be for all or any portion of the balance of the school day or until the principal or designee and employee have conferred, whichever comes first: Provided, that except in emergency circumstances, the employee shall have first attempted one or more alternative forms of corrective action: Provided further, that in no event without the consent of the employee shall an excluded student be returned during the balance of that class or activity period or up to the following two (2) days as per RCW 28A.600.020 (2).
- D. The District Administrators will be responsible for determining instances where student behavior warrants suspension or expulsion from school. Students who have been suspended or expelled from school shall be afforded an opportunity for a hearing and due process in accordance with federal and state laws and adopted Board policies. Such disruptions or distractions shall be carefully documented, specifying dates of occurrence and specific acts. Before re-admittance to class, there may be a signed agreement finalized between the principal and the employee specifying the future behavior expectations of the student and the specific support that the principal will be responsible for.
- E. Employees shall not be required to shoulder additional responsibilities or produce assignments beyond the normal planned responsibilities or assignments in cases where students are being disciplined because of problems not related to that employee.
- F. Whenever it appears that a student requires immediate attention, the employee shall advise the principal, and immediate steps shall be taken to provide any such action as is required.
- G. School principals will meet with the faculty every trimester to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.

### SECTION 4. UNSCHEDULED PARENT/TEACHER CONFERENCES

- A. Principals shall inform teachers about unscheduled parent/teacher conferences by letting the teacher know who the parent is and allowing sufficient time, for the teacher to prepare for such conference. The conference may be held the same day if mutually agreed to by teacher and parent. If there is no agreement, the meeting will be scheduled at the earliest possible time. If the teacher requests the presence of the principal, the meeting shall be scheduled to accommodate that request.

## SECTION 5. CLASSROOM VISITATION

- A. To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:
  - 1. All visitors to a school and/or classroom shall obtain written approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the classroom teacher. The visitation may be terminated by the teacher if deemed disruptive.
  - 2. The teacher shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
  - 3. It shall be the personal responsibility of the teacher to determine if guideline (A) has been followed. In the event the visitor has not received the building principal's approval, the visitation shall be immediately terminated.

## SECTION 6. STUDENT TEACHERS

- A. No teacher will be assigned a student teacher or equivalent without the employee's prior consent and knowledge of such an assignment. When possible, such assignment shall be announced at least two weeks in advance of the student teacher's arrival. Every employee who accepts a student teacher shall receive the total compensation provided by the contracted university for the employee.

## SECTION 7. STAFF DEVELOPMENT AND TRAINING

- A. It is recognized that an effective staff development program is necessary to provide continuing opportunities for the professional growth of certificated employees. Therefore, the District shall survey periodically certificated employees to determine staff development needs. Such surveying, planning and implementation will be with the assistance of the Association inservice committee and universities.
- B. Staff development activities may cover the following areas:
  - a) Released time for classroom observation and visitation;
  - b) Released time for staff development workshops;
  - c) Workshops and classes designed to meet student needs;
  - d) Consultant and material assistance for staff involved in curriculum innovation and change.
- C. The Association may recommend to the District topics for after school courses, conferences and programs designed to improve the quality of instruction.
- D. In the implementation of new curriculum, the District shall develop and implement an in-service training program for certificated employee(s) who will be responsible for the new curriculum program.
- E. In the implementation of new technology, the District shall develop and implement an in-service training program for certificated employee(s) who will be responsible for use of the new technology.

- F. The Board shall allocate funds from the District's budget for the purpose of implementing staff development programs.

#### SECTION 8. NON-PROFESSIONAL DUTIES

- A. Teachers are expected to perform a reasonable amount of non-teaching duties. The District agrees that a teacher's primary duty is to teach, therefore teachers will be relieved of as many non-teaching duties as practical. Aides will be employed to relieve teachers on bus, crosswalk duties and playground duties. Elementary teachers will be expected to escort their students to the buses and then the aide will take over. Teachers may be required to perform playground duty in emergencies.
- B. Non-professional duties will be assigned on an equal basis.

#### SECTION 8. EMPLOYEE FACILITIES

- A. The District will make reasonable effort to provide and maintain the following equipment and facilities.
1. space in each classroom to safely store instructional materials and supplies;
  2. a work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
  3. a faculty lounge without student access;
  4. a serviceable desk and chair;
  5. a telephone station for school-related calls;
  6. necessary electronics to teach, including but not limited to a laptop, document camera, and projector;
  7. well lighted, clean rest rooms as required by law;
  8. ordinary equipment, supplies and furniture peculiar to a teaching subject area will be based on specific needs and shall be apportioned and distributed appropriately.
- B. In order to permit freedom of access both during and after school hours, all employees will be given keys to their classrooms, faculty lounge, work area, and outside door of their assigned building, and appropriate campus gates. Employees shall be accountable for assuring the building and campus gates are locked after they leave a previously locked area. This practice will be uniformly applied throughout the District. An adequate part of the parking lot at each school will be reserved for employee parking.
- C. Employees will have the ability to keep keys over the summer if they have signed and submitted the intent to return contract.
- D. If the District requires an employee to permanently relocate their classroom or work space during the school year for any reason other than a move caused by Article III, Section 9, the employee shall be provided up to two (2) days at the employees' per diem rate of pay in order to complete the move. This provision is intended to include the move into the new Harrah Elementary building.

#### SECTION 9. BUILDING BUDGET COMMITTEE

- A. Prior to the adoption of the budget, each principal, Mt. Adams Education Association designee(s) and the budget representatives shall meet to discuss and propose budget allocations for the coming year.
- B. After adoption of the budget, the Superintendent will give the building principals a dollar amount representing each building's allocation. The principals shall meet with a representative group of employees from their building which must include a Mt. Adams Education Association designee(s), to discuss the dollar amounts budgeted for each building, and the specific areas of planned expenditure. Additional meetings may be conducted as necessary.

#### SECTION 10. PARENT CONFERENCES/GRADE REPORTS

- A. Prior to but no later than the end of the first and second trimesters for the purpose of completing grade reports and parent conferences, an alternate schedule developed by a joint District and Association committee will be implemented. If the committee does not reach a joint alternate schedule, the District will implement an alternative schedule.

## ARTICLE VII - LEAVES

### SECTION 1. SICK LEAVE

- A. Twelve (12) workdays (*seven [7] hours per day*) per year shall be granted as paid sick leave. Sick leave may be used for the employee's illness, injury, emergency, pregnancy, disability or parental leave. Sick leave may also be used to care for illness, injury or emergency in the employee's family.
- B. Sick leave shall be accumulative from year to year up to the length of the contracted work year. Employees from within the state shall be granted leave credit for their accumulative leave in other school districts. Each year the business office will notify each person as to the total number of sick leave days which have been accumulated.
- C. A physician's statement of illness may be requested by the principal after five (5) consecutive days of absence.
- D. For personal reasons, three (3) days are allowed during the year as Unrestricted Use of Sick Leave. No Unrestricted Sick Leave days may be taken the first day or the last day of school or before or after any holiday. The building principals may grant use of this leave to no more than two (2) employees per building per day.
- E. An employee who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. Such leave may be granted or denied at the discretion of the District. An Employee who has been granted leave may return to service during the period of the leave after giving ten (10) days notice to the Superintendent and with written permission of the employee's physician.
- F. **Sick Leave Incentive Bonus**
1. To provide an incentive for employees to not use their sick leave from the current school year a bonus will be paid as follows:

Days Left at the end of the year	Incentive Payment
12 Days Left	\$800.00
10-11 Days Left	\$650.00
8-9 Days Left	\$400.00
  2. This incentive bonus would be paid in the July pay period according to the schedule above. Only 12 days (the yearly amount given to each employee for sick leave purposes) shall be used to calculate the end of year incentive bonus payment. As per state law any unused days of sick leave can be accumulated in accordance with legal limits and the current CBA. Sick leave buyout provisions and/or sick leave sharing provisions (if exercised) will not be subtracted as days taken for sick leave purposes.

## SECTION 2. SICK LEAVE CASH OUT

- A. Sick leave cash-out procedures shall be in accordance with the law.
1. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
  2. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.
  3. Donations of sick leave per Article VII Section 3, will not reduce the ability of the employee to cash out accumulated sick leave (WAC 392-136-015).

## SECTION 3. SICK LEAVE SHARING

- A. Bargaining unit members who have accumulated more than twenty-two (22) leave days may donate accumulated sick leave days to other employees in any twelve (12) month period. The employee donating the days shall specify the number of days to be donated. The District shall develop forms and procedures necessary to implement this. Transfers of sick leave under this provision are limited to transfers from employees who do not accrue annual vacation leave. No transfer of sick leave shall result in an employee's account going below twenty-two (22) days.
- B. The person receiving the donated days must suffer from or have a relative or household member suffering from an illness, injury, impairment or physical or mental condition, which is of an extraordinary or severe nature, or be a victim of domestic violence, sexual assault, or stalking, or be temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with the employee's newborn, adoptive, or foster child. An employee may maintain up to forty (40) hours of accumulated leave when applying for shared leave.
- C. An employee may use shared leave non-consecutively. No employee shall use more than the number of contracted workdays per contract year. The employee may only receive and use up to a maximum of five hundred twenty-two (522) days of shared leave during total District employment.
- D. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rated, within thirty (30) days after the employee's request for shared leave ceases.
- E. An employee using donated leave days shall receive the same benefits and pay as if they had been working.

- F. Except for procedures in (D) immediately above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree to not ask for return of the donated leave.
- G. The District and Association shall each designate one (1) person who shall serve jointly for the purpose of reviewing requests for such leave.
- H. Contributions of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.
- I. This Agreement will conform to state laws and WAC's.

#### SECTION 4. WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE

- A. District employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which shall be administered by the Washington State Employment Security Department.
- B. Employees may initiate the use of this leave prior to exhausting all accumulated sick leave or other available paid leaves.
- C. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

#### SECTION 5. EMERGENCY LEAVE

- A. Emergency leave may be taken at the employee's discretion, due to a problem that has been suddenly precipitated or is unplanned, or where pre-planning could not relieve the necessity for the employee's absence. Emergency leave will be taken from sick leave.

#### SECTION 6. INJURY ON JOB SITE LEAVE

- A. If an employee is injured while performing job duties or while on district property during their work day, employees may use any accrued leave for up to five (5) days for any absence caused by the injury or medical treatment in addition to L&I allocated time.

#### SECTION 7. PERSONAL LEAVE

- A. Three (3) days of personal leave shall be granted each year with pay. Employees will give two (2) days notice before use of personal leave. No personal leave days will be taken the first day or the last day of school. The applicant for such leave shall not be required to state the reason for taking such leave.
- B. Employees may carry forward to the subsequent year up to three (3) days personal leave, for a total accumulation of six (6) days. The employee must notify the payroll office in writing by June

30 if he/she wishes to cash out any or all unused personal leave. Any accumulated personal leave in excess of three (3) days will automatically be cashed out in the July check.

- C. Cash out unused personal leave will be allowed at the rate of one (1) day's pay for each day of unused personal leave. (1 day of leave = 1 day of employee pay.)
- D. Employees may request conversion of six (6) unused personal leave days at \$350 per day for qualified higher education expenses by May 15.

#### SECTION 8. BIRTH OF A CHILD AND/OR ADOPTION LEAVE

- A. A certificated employee shall be entitled to take a leave of absence for the birth or adoption of a child and return to his/her position under the same terms and conditions as any other employee consistent with District policy on temporary disability, and in accordance with the provisions of the Family Medical Leave Act and any other State or Federal Regulations as hereafter amended. If the employee qualifies under the Family Medical Leave Act (FMLA) leave will run concurrently with sick leave or other paid leave under this Agreement.
- B. The certificated employee requesting Birth of a Child/Adoption Leave shall give written notice to the District at least four (4) weeks prior to commencement of such leave. The written request for Birth of a Child Leave should include a statement as to the approximate date of return to employment. Following childbirth, if the employee's physical condition does not permit compliance with the statement as to the approximate date of return to employment, the employee shall inform the District. A physician's statement shall accompany the notification to the District.

#### SECTION 9. BEREAVEMENT LEAVE

- A. Five (5) days per incident shall be granted with pay for bereavement of the immediate family. Such leave shall not be deducted from sick leave. Other leave banks may be accessed for additional bereavement leave.
- B. Immediate family is defined as being a parent, step-parent, child, step-child, sibling, step-sibling, spouse, parent-in-law, sibling-in-law, grandparent, grandchild, uncle, aunt, niece, nephew, cousin, or any person if living in the same household, including miscarriage. The immediate supervisor may grant exceptions to these.
- C. For use in case of a death of friend(s), each employee is allowed a maximum total of up to twenty-one (21) hours of bereavement leave per work year. The bereavement leave may be taken in one-quarter hour increments and does not carry over year to year. The immediate supervisor may grant additional leave.

#### SECTION 10. SABBATICAL LEAVE

- A. Sabbatical leaves shall be granted for up to one (1) year to those employees who have served the District a minimum of five (5) years. An employee who has had a sabbatical leave can become eligible for another sabbatical leave after serving an additional three (3) years in the District.



- B. Employees granted sabbatical leaves shall agree to return to regular service in the District upon the expiration of their leaves for a period of at least one (1) year.
1. Any employee desiring sabbatical leave must submit a written request to the Superintendent prior to April of the school year prior to the year for which leave is requested and provide an outline of the activities in which the employee will be engaged and the length of leave. No more than two percent (2%) of all employees shall be granted sabbatical leave during any school year.
  2. An employee returning from sabbatical leave shall be given the same consideration for returning to the position of the employee's last assignment as if the employee had been on active duty. It shall be assumed that the employee notifies the Superintendent by May 1 prior to the expiration of leave. If reassignment is contemplated, a conference with the Superintendent shall be held to find an assignment that is mutually agreeable.
  3. If more than two percent (2%) of the employees in the District apply, the evaluation and recommendation for leave shall be determined by a committee of two (2): one (1) representative from the Board and one (1) representative from the Association. Payment or partial payment for the duration of the sabbatical leave shall be granted by the Superintendent or the Board.

#### SECTION 11. LEAVES TO ATTEND MEETINGS AND CONFERENCES

- A. Leaves of absence without deduction of pay and with reimbursement of certain expenses may be granted to attend professional meetings upon written request to the building principal. When necessary, the District shall provide substitute employees to perform the duties of employees who have been granted leaves to attend professional meetings. Reimbursement of expenses will be on an equal and consistent basis whether on a contracted or non-contracted day.
- B. If the District requests and/or requires training for an employee on a non-contracted day, or during non-contracted hours, the employee will be paid their hourly per diem rate for the actual time spent in training up to seven (7) hours per day. Time spent related to travel, meals, sleep or other non-training time will not be compensated. The District is willing to pay for food, travel and lodging as it relates to the employee's assignment and if it is preapproved in writing by the District and follows District policy and established procedures.

#### SECTION 12. MILITARY LEAVE

- A. Employees shall be granted a military leave of absence without pay when such leave is occasioned by induction into the armed services. While on leave, the employee shall retain all seniority as though employment had been continuous in the District.
- B. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments.
- C. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from the employee's teaching assignment for a period not exceeding twenty-one (21) calendar days during each year

beginning October 1, and ending the following September 30. The employee shall receive the employee's normal District pay, and there shall be no loss of privileges, vacations or sick leave to which the employee might otherwise be entitled.

#### SECTION 13. EXTENDED LEAVE

- A. Leaves of absence without pay may be granted to employees for the purpose of study, travel, recuperation, teaching in another school district, working in a professionally related field, or other approved activities. Leaves of absence may be approved by the Board of Directors upon recommendation of the Superintendent. The person is entitled to return to the District to a position that is mutually agreeable. This leave, if for one year, entitles an employee to a normal salary increment, if teaching in another school district or if approved by the Superintendent. Upon request by the employee the leave may be extended for an additional year upon recommendation by the Superintendent. All requests for extended leave must be submitted by May 15. Employees on leave must notify the District of their intent to return to the District by March 1 or their right of return will be lost.

#### SECTION 14. JURY DUTY AND SUBPOENA LEAVE

- A. Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on a jury is received. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. Any meal or mileage reimbursement shall be retained by the employee.

#### SECTION 15. LEAVE WITHOUT PAY

- A. Once an employee has exhausted all paid leaves, any leave for illness or injury or other sickness of the employee or employee's family must be documented by a doctor's excuse. Any other leave for any other reason, must also be documented with the reason given by the employee. This leave may be granted or denied at the discretion of the District.

## ARTICLE VIII - HOURS, SALARY, INSURANCE BENEFITS

### SECTION 1. WORK YEAR

- A. The work year shall be one hundred eighty (180) days.
- B. The per diem calculation is 1/180 of the employee's placement on the salary schedule.

### SECTION 2. DISTRICT DAYS

#### A. District Directed Days

The District shall schedule and pay each employee at the employee's per diem rate of pay, for district directed days. The dates are scheduled by the District on the annual school calendar before, during or after the school year. Employees will be issued one (1) supplemental contract for all district directed days. Employees' attendance will be verified for these days based upon the sign-in roster containing the employee's signature. Failure to attend will require use of appropriate compensated leave.

##### 1. **Opening Day**

One (1) District day (7 hours) will be scheduled as Opening Day to address multiple activities prior to the opening day of school.

##### 2. **STEAM**

One (1) District day (7 hours) shall be scheduled and planned as a professional learning day to provide professional development to meet the STEAM clock hour requirement for certification. Those employees who do not require the STEAM clock hours may be allowed to complete an alternative activity if approved by their supervisor.

- 3. **Community Contact Day.** To fulfill the community contact portion of the evaluation criteria an additional community contact day (7 hours) is provided as compensation for required attendance at Family Math Night, Family Literacy Night, Open House, and any other event or activity as mutually deemed appropriate by the Association and the District as shown on the annual Community Contact Day Form.

- 4. **Building Professional Learning Day.** Selection of the topic for the 7-hour Professional Learning Day will be determined by each campus' leadership team which includes the building principal(s) and approved by the Superintendent or designee, and may include but not be limited to the following:

- a. PBIS/ Multiple Tiered Systems of Support (MTSS) to strategize methods for improving academics, behavior and attendance.
- b. Opportunities to horizontally and vertically align Washington State learning standards for smoother transitions between grade levels/subject areas.

- 5. Included within the District Directed Days shall be one (1) District day that will alternate between the content described in RCW 28A.415.445 which is social emotional learning

focused, and content described in Senat Bill 5044 which is focused on cultural competency, diversity, equity, and inclusion professional learning.

- a. In the 2021-2022 school year and every other year thereafter, professional development is to be on one of the following topics: cultural competency, diversity, equity or inclusion (CCDEI). Beginning in 2023-24 the CCDEI training will be aligned with new CCDEI standards which will be developed by the Professional Educators Standards Board.
- b. In the 2022-2023 school year and every other year thereafter, professional development is to be on one of the following topics: social emotional learning, trauma-informed practices related to recognition and response to emotional or behavioral distress, consideration of adverse childhood experiences, mental health literacy, antibullying strategies or culturally sustaining practices.

### **SECTION 3. LONGEVITY**

- A. Certificated employees who have completed sixteen (16) through twenty-four (24) school years in the Mt. Adams School District will be granted one (1) longevity day annually. These days may be accumulated to a maximum of ten (10) days. For longevity, a school year is defined as working more than 1/2 of the contracted days in the work year.
- B. Certificated employees who have completed twenty-five (25) school years and above in the Mt. Adams School District will be granted two (2) longevity days annually. These days may be accumulated to a maximum of ten (10) days.
- C. Longevity days may be used as per Article VII Section 6 A. They can be cashed out prior to retirement as allowed in Article VII Section 6 B. At the time of retirement employees shall be paid a 1:1 ratio for the accumulated longevity days at the employee's per diem up to the maximum of ten (10) days. Buy out needs to be submitted by April 1.

### **SECTION 4. CALENDAR**

- A. The calendar/work year shall be negotiated and agreed upon the Board and the Association prior to April 1 of each year. The Board may adopt the work year calendar by April 30 if agreement cannot be reached.

### **SECTION 5. WORKDAY/PREPARATION TIME**

- A. Regular building hours for employees shall be seven (7) hours, thirty (30) minutes per day, including a continuous thirty (30)-minute duty-free lunch period. The workday includes thirty (30) minutes before the beginning of the students' school day and thirty (30) minutes after the students' school day. These thirty (30) minute blocks of time can be used for the benefit of pupils and patrons, staff meetings, committee meetings, and other employee-directed work activities. The thirty (30) minutes before and after school are not part of preparation or planning time set forth in this section.
- B. Elementary employees (grades PK-1) and Elementary Specialists shall be provided, as a minimum, two (2) fifteen (15) minute duty-free planning breaks per day. These planning breaks shall occur at mid-morning and mid-afternoon.

- C. Elementary employees (grade PK) shall have no less than a daily thirty (30) minute planning time between instructional sessions.
- D. Elementary employees (grades K–1) shall also have a daily thirty (30) minute planning time when specialists have their students. Specialists include PE, Library, Music/Art and Science. Specialists will also receive a daily thirty (30) minute planning time.
- E. Elementary employees (grades 2–6) shall have a daily forty-five (45) minute planning time when specialists have their students (e.g., PE, Library, Music/Art, Science and Sahaptin (native language)). In addition to the planning time each elementary employee (grades 2-6) shall be provided as a minimum, one (1) fifteen (15) minute duty-free planning break per day.
- F. Elementary employees will not be required to remain with their classes when class is being instructed by a specialist. The District shall provide supervision of the employee’s classroom when a specialist is unable to conduct the class. When a specialist is not available to provide planning time students will not be dispersed to another class(es).
- G. Secondary employees (grades 7-12) shall be provided a daily planning period equivalent to one (1) class period. Planning time will be prorated for less than full time employees.
- H. Employees shall be compensated at per diem after the loss of any planning period, planning break and/or specialist time. The lost time shall accrue and be submitted for payment in minimum increments of thirty (30) minutes. The use of preparation time shall generally be determined by the individual employee. The District may use preparation time for such for PLC coaching and other training. When the District intends to use preparation time for such training/coaching, three (3) days notice will be provided to the employee and agenda of the meeting/training will be provided with the notice.
- I. Employees who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel, which shall not detract from either their lunch or planning period.
- J. If the District requests an employee (excluding instructional coaches) to lead any staff development offering, the District shall pay the employee two (2) hours preparation time for the initial preparation, and one (1) hour for any additional preparation for the same subject. The rate of pay shall be the hourly per diem rate.

## SECTION 6. PAYMENT

- A. Employees shall be paid in twelve (12) monthly installments by check or direct deposit, payments to be made on or before the last banking day of each month.
- B. In the event of a mistake in payment resulting in underpayment, correction shall be made on the next pay period. Overpayment corrections shall be corrected at the rate overpayment occurred, or at the smallest equal increment which would correct the overpayment by the end of the current fiscal year.

## SECTION 7. INSURANCE

- A. Employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program. The District contribution for insurance will be equal to the state funded allocation rate, which includes the health care retirement carve out and will be paid throughout the school year for all eligible employees who meet the eligibility requirements as established by SEBB. Each employee will be responsible for paying the employee's portion of the SEBB premium cost through payroll deduction.

## SECTION 8. SALARY

- A. The negotiated salary schedule for all employees is attached in Appendix A-1.
- B. The District will use all funds allocated from the State for Certificated Instructional Staff salaries to fund the negotiated salary schedule as shown in Appendix A-1 as set forth below:

For 2021-2022 school year, a 3.7% inclusive of IPD will be added to the salary schedule.  
For 2022-2023 school year, a 3% inclusive of IPD will be added to the salary schedule.  
For 2023-2024 school year, a 3.3% inclusive of IPD will be added to the salary schedule.

## SECTION 9. PROVISIONS GOVERNING SALARY SCHEDULE

- A. Placement of employees on the negotiated salary schedule will be in accordance with WAC 392-264 and follow the reporting standards of S-275 in place as of August 2018, except as otherwise described in this section.
- B. **Index.** Increments for experience and education will be in accordance with the index shown on the salary schedule.
- C. **Education Credits.**
  - 1. Education credits will be granted for college work and clock hour credits provided by an OSPI approved clock hour provider. The negotiated salary schedule is based on quarter credits with ten (10) clock hours equaling one (1) quarter of university credit.
  - 2. College credits for advancement on the salary schedule will be accepted from a four-year-degree-granting institution. For courses taken at community colleges, prior approval of the Superintendent must be obtained before credit will be granted.
  - 3. For the purposes of the salary schedule: BA means a baccalaureate degree, MA means a master's degree, and PHD means a doctorate degree.
  - 4. Credit for education shall be given automatically when evidence of such credit is filed with the District. Such evidence should be in the form of an official college transcript or clock hour documentation and should be filed with the District's Business Office no later than October 10. If, for some circumstance beyond the control of the employee, the college transcripts or grade reports are not available and the District has been advised by the college of the credit, the employee shall be granted the allowance for credit. If by December 1 the employee has not provided the District with a transcript after being so requested by the District, the educational increment can be revoked and recovered at the same rate it was paid.

- D. **Out of State Credit.** Employees hired from out of state shall be given the same credit consideration, rights and benefits as those hired within the state or those presently working for the District.
- E. **Experience Credits.** Experience credit toward salary schedule advancement will be the cumulative sum of the years rounded to the closest year of experience. Employees who have experience that totals a half year or more will be credited with a full year of experience.
- F. The calculation of years of service for ESA certificated employees shall include experience in schools and other non-school positions where they were employed as occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service on the salary schedule up to a limit of two years of non-school service.
- G. Credits earned after BA will be counted for movement on the schedule.
- H. Credits earned before the BA will not be allowed as BA+ credits. It is agreed that pre-BA credits and teaching experience now used for placement prior to September 1980 shall not be taken away.

#### SECTION 10. SUPPLEMENTARY CONTRACT

- A. There shall be a Supplementary Employee Contract for extracurricular and special assignments which shall not exceed one (1) year and shall be in accordance with statutory provisions. The District shall also adopt a job description for each position for which a Supplementary Contract is issued.
- B. The District shall advise employees in writing not later than May 15 if the individual Supplementary Employee Contract is not to be renewed for the next school year. The District shall state the reason(s) in writing to the employee for such non-renewal.
- C. The District shall furnish the Association a list of all Supplementary contracts which shall include the amount of said contract.

#### **D. Early Notification of Retirement/Resignation**

Any employee giving the District early notification of retirement shall, upon request:

1. Receive a stipend of \$2000, if the eligible employee submits an irrevocable letter of retirement to the Superintendent's office by February 15, or
2. Receive a stipend of \$1,000, if the eligible employee submits an irrevocable letter of retirement to the Superintendent's office by April 1.
3. Receive a stipend of \$500, if the eligible employee submits an irrevocable letter of resignation to the Superintendent's office by April 1.
4. These stipends shall be paid on a supplemental contract.

Duties of the employee may include: assistance for transition, mentoring staff, readying the classroom for the transition for the next school year.

#### SECTION 11. CERTIFICATED TRANSPORTATION REIMBURSEMENT

- A. When acting in accordance with assigned duties, transportation reimbursement for use of a personal vehicle by employees shall be at the current state rate.

#### SECTION 12. SUMMER SCHOOL

- A. Payment for employment in the district summer school program shall be at a flat dollar per hour rate calculated on the base step of the LEAP schedule. [LEAP schedule step BA with 0 years experience divided by statutory paid days divided by 7 hours per day times 1.200 (120%)]. The flat rate will be subject to recalculation each year. Summer school pay shall be paid on a supplemental contract.

#### SECTION 13. ACTIVITIES OUTSIDE THE CONTRACTED WORKDAY

- A. Except as provided otherwise in this Agreement, all employees employed outside the regular workday shall receive the employee's per diem rate of pay. Such wage shall be paid on supplemental contracts.
- B. All employees participating in Kinder Round Up shall be compensated for their attendance at their per diem hourly rate. Employees will be paid in one lump sum at the next pay period following Kinder Round Up.



## ARTICLE IX – GRIEVANCE

### SECTION 1. DEFINITIONS

- A. **Association** as used in the grievance procedure shall mean the Education Association or its designees or representatives.
- B. **School days** as used in the grievance procedure shall mean times when school is in session, Monday through Friday, excepting holidays.
- C. **Grievance** as used in the grievance procedure shall mean an alleged violation, misinterpretation, or misapplication of the Collective Bargaining Agreement.
- D. **Complaint** as used in the grievance procedure shall mean a dispute not involving violations of the Collective Bargaining Agreement.

### SECTION 2. PROCEDURE

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that an employee believes there is a basis for a grievance, the employee may first discuss the alleged grievance with the employee's building principal or other appropriate supervisor either personally or accompanied by an Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition in invoking the formal grievance procedure. The individual may, if he/she wishes, take such action himself/herself, requesting such counsel or assistance from the Association as the employee may desire, provided that an Association representative shall be given an opportunity to be present at that adjustment to make the Association views known.

#### C. STEPS

1. **STEP I:** The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievant may proceed directly to Step II of the grievance procedure if the situation is not remediable by the principal or appropriate supervisor at Step I. A grievance must be filed within twenty (20)-school days of the occurrence of which the employee complains, or twenty (20) school days of the time when the grievant learns of the occurrence of which he/she complains, whichever is later.
2. **STEP I REPLY:** Within five (5) school days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the Association in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in

writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

3. **STEP II:** If the Association is not satisfied with the disposition of the grievance, within five (5) school days after receipt of same, or if no disposition has been made within five (5) school days of such meeting or ten (10) days from date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent.
4. **STEP II REPLY:** Within five (5) school days the Superintendent or designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association.
5. **STEP III:** In the event the Association is not satisfied with the disposition of the grievance at Step II within five (5) school days after receipt of same, or in the event that no disposition has been made within ten (10) school days after the grievance is transmitted to the Superintendent, the Association may through the Superintendent or the chairperson of the Board of Directors request a public or private meeting with the Board of Directors.  
The Board of Directors at their next regular meeting or no later than twenty-five (25) days after the receipt of the request shall confer with the representatives of the local Association to hear the grievance and to attempt to reach a satisfactory solution. The Board of Directors after discussing and deliberating the merits of the grievance shall give their decision to the Association at this meeting. The Board's decision may be delayed or deferred to a later date if requested by or agreed to by the Association.
6. **STEP IV:** If the Association is not satisfied with the written disposition of the grievance by the Board within twenty (20) school days after receipt of same, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected from a list of fifteen (15) arbitrators provided by the American Arbitration Association (AAA), or Federal Mediation and Conciliation Service (FMCS). The parties shall separately rank and strike the names of the arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. The scheduling and location of the hearing shall be determined in accordance with the rules of the agency that was selected. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator", or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

### SECTION 3. ARBITRATION COSTS

- A. Each party shall bear its own costs of arbitration and pay its own attorney fees, except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

#### SECTION 4. JURISDICTION OF THE ARBITRATOR

- A. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding on both parties. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

#### SECTION 5. TIME LIMITS

- A. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the time hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

#### SECTION 6. GRIEVANCE AND ARBITRATION HEARINGS

- A. All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

#### SECTION 7. COMPLAINTS

- A. If an individual employee has a personal complaint which he desires to discuss with the supervisor, he is free to do so without recourse to the grievance procedure. However, no complaint shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the employee shall be the sole responsibility of the Association. Complaints not involving the Collective Bargaining Agreement may be processed by the Association through Steps I, II, and III but not to arbitration.

#### SECTION 8. CONTINUITY OF GRIEVANCE

- A. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of the Agreement may be processed through the grievance procedure until resolution.

#### SECTION 9. ELECTION OF REMEDIES

- A. Any matter which has an alternate form of resolution (*Superior Court, Human Rights Commission, PERC, OCR, or any other statutory process, court or agency with jurisdiction*) may be utilized by the employee or the Association in place of arbitration, but in no case will arbitration be allowed or utilized in addition to alternative remedies such as those selected above.

**ARTICLE X – DURATION OF AGREEMENT**

**SECTION 1. AGREEMENT DURATION AND SIGNATURES**

- A. This Agreement shall be effective as of September 1, 2021 shall continue in effect until August 31, 2024. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.
- B. At the close of each year, negotiations may take place on Sections of the Agreement that are impacted by actions of the Washington State Legislature.
- C. This Agreement may also be opened for amendment(s) by the mutual consent of the parties.

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_  
Association Co-President

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Association Co-President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE RATIFIED \_\_\_\_\_

DATE RATIFIED \_\_\_\_\_

**APPENDIX A-1 - SALARY SCHEDULE 2021-2022**

<b>Based on 2020-21 and 3.7% increase all steps</b>								
	BA	BA + 15	BA + 30	BA + 45	BA + 90	MA	MA + 45	MA+90/PHD
1	48,485	49,795	51,152	52,511	61,138	62,487	67,177	70,202
2	49,138	50,465	51,840	53,259	61,991	63,181	67,921	70,924
3	49,759	51,099	52,489	54,018	62,792	63,880	68,606	71,642
4	50,399	51,754	53,157	54,735	63,555	64,544	69,257	72,368
5	51,029	52,441	53,853	55,486	64,389	65,239	69,984	73,117
6	51,678	53,098	54,523	56,246	65,190	65,945	70,674	73,869
7	52,345	53,734	55,208	57,017	65,995	66,669	71,374	74,583
8	53,517	54,927	56,421	58,328	67,474	68,025	72,796	76,099
9	55,233	56,720	58,248	60,314	69,674	70,158	74,999	78,418
10	-	58,576	60,181	62,321	71,945	72,315	77,269	80,807
11	-	-	62,138	64,433	74,279	74,585	79,604	83,258
12	-	-	-	66,604	76,723	76,921	82,048	85,775
13	-	-	-	68,707	79,234	79,347	84,557	88,399
14	-	-	-	-	81,805	81,859	87,128	91,083
15	-	-	-	-	84,346	84,446	89,881	93,870
16	-	-	-	-	86,584	86,640	92,218	96,311
17	-	-	-	-	88,315	88,372	94,062	98,236

**APPENDIX A-2 - DISTRICT DIRECTED DAYS (5) TOTAL PAY**

<b>5 District Direct Days</b>			<b>Hrly Rate x 7 x 5 days</b>					
	BA	BA + 15	BA + 30	BA + 45	BA + 90	MA	MA + 45	MA+90/PHD
1	1,346.81	1,383.19	1,420.89	1,458.64	1,698.28	1,735.75	1,866.03	1,950.06
2	1,364.94	1,401.81	1,440.00	1,479.42	1,721.97	1,755.03	1,886.69	1,970.11
3	1,382.19	1,419.42	1,458.03	1,500.50	1,744.22	1,774.44	1,905.72	1,990.06
4	1,399.97	1,437.61	1,476.58	1,520.42	1,765.42	1,792.89	1,923.81	2,010.22
5	1,417.47	1,456.69	1,495.92	1,541.28	1,788.58	1,812.19	1,944.00	2,031.03
6	1,435.50	1,474.94	1,514.53	1,562.39	1,810.83	1,831.81	1,963.17	2,051.92
7	1,454.03	1,492.61	1,533.56	1,583.81	1,833.19	1,851.92	1,982.61	2,071.75
8	1,486.58	1,525.75	1,567.25	1,620.22	1,874.28	1,889.58	2,022.11	2,113.86
9	1,534.25	1,575.56	1,618.00	1,675.39	1,935.39	1,948.83	2,083.31	2,178.28
10	-	1,627.11	1,671.69	1,731.14	1,998.47	2,008.75	2,146.36	2,244.64
11	-	-	1,726.06	1,789.81	2,063.31	2,071.81	2,211.22	2,312.72
12	-	-	-	1,850.11	2,131.19	2,136.69	2,279.11	2,382.64
13	-	-	-	1,908.53	2,200.94	2,204.08	2,348.81	2,455.53
14	-	-	-	-	2,272.36	2,273.86	2,420.22	2,530.08
15	-	-	-	-	2,342.94	2,345.72	2,496.69	2,607.50
16	-	-	-	-	2,405.11	2,406.67	2,561.61	2,675.31
17	-	-	-	-	2,453.19	2,454.78	2,612.83	2,728.78

## APPENDIX B - EXTRA CURRICULAR SALARIES

<b>CLASS ADVISORS</b>			
7 <sup>TH</sup>	0.005		
8 <sup>TH</sup> (2 advisors)	0.015/person		
9 <sup>TH</sup>	0.015		
10 <sup>TH</sup>	0.015		
11 <sup>TH</sup> (2 advisors)	0.03/person		
12 <sup>TH</sup> (2 advisors)	0.035/person		
<b>ASB ADVISORS</b>	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>
Elementary	0.03	0.004	0.05*
Middle School	0.07	0.085	0.1
High School	0.078	0.102	0.142
<b>High School Annual Advisor</b>	0.078	0.102	0.142

All decimals shall be multiplied by the current base salary to calculate the amount of the supplemental contract.

Step I = 1<sup>st</sup> year of experience in this position,

Step II = 2 years of experience,

Step III = 3 years of experience.

	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>
ELEMENTARY SCHOOL MUSIC	3.6%	4.2%	6.0%
HIGH SCHOOL/MIDDLE SCHOOL Music Director	7.8%	10.2%	14.2%
Fall sports state qualifying tournament	0.5% Bonus		
Fall sports state tournament	1.0% Bonus		
Winter sports state qualifying tournament	0.5% Bonus		
Winter sports state tournament	1.0% Bonus		

*(No matter how many sports teams may qualify, the Music Director may be paid the bonus amount one (1) time during the Fall Season and one (1) time during the Winter Season.)*



## **APPENDIX C-1 - EVALUATION CRITERIA - CERTIFICATED SUPPORT PERSONNEL**

- 1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.
- 2. SPECIALIZED SKILLS.** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
- 3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
- 4. THE SUPPORT PERSON AS A PROFESSIONAL.** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
- 5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL.** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

## APPENDIX C-2 – CERTIFICATED SUPPORT PERSONNEL OBSERVATION NOTES

Name of Employee \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ Activity observed \_\_\_\_\_

Arrival time \_\_\_\_\_ Exit time \_\_\_\_\_

Comments:

Principal \_\_\_\_\_

### APPENDIX C-3 - EVALUATION REPORT - CERTIFICATED SUPPORT PERSONNEL

NAME \_\_\_\_\_ Type of Evaluation \_\_\_\_\_ Annual  
SCHOOL \_\_\_\_\_ 90-day  
ASSIGNMENT \_\_\_\_\_ Other  
(If less than full time, specify.)

It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been \_\_\_\_\_ during the evaluation period.  
(satisfactory-unsatisfactory)

\_\_\_\_\_  
Principal's Signature

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

CRITERIA (Refer to Appendix C-1)	STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category)
KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD	
SPECIALIZED SKILLS	
MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.	
THE SUPPORT PERSON AS A PROFESSIONAL	
INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL.	

ADDITIONAL COMMENTS:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Certificated Support Employee Signature

**APPENDIX C-4 – CERTIFICATED SUPPORT PERSONNEL FINAL EVALUATION (SHORT FORM)**

Employee's Name: \_\_\_\_\_

Building: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Dates of Observation: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

S = Meets District criteria

U = does not meet District criteria

*Note: Any "U" ratings require the use of long form the following school year.*

1.	KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD	S	U
2.	SPECIALIZED SKILLS	S	U
3.	MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT	S	U
4.	THE SUPPORT PERSON AS A PROFESSIONAL	S	U
5.	INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL	S	U

COMMENTS:

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** *Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.*

**APPENDIX C-5 - PROBATION EVALUATION PROGRESS REPORT CERTIFICATED  
SUPPORT PERSONNEL**

Employee: Name _____	Evaluator: Name _____
Position _____	Position _____
Building _____	Building _____

Date of Probation Evaluation Conference \_\_\_\_\_

Set forth below are the general areas of performance criteria from the evaluation document. Specific areas of performance deficiencies as identified in the Superintendent's Notice of Probation will be identified by either deleting any portion(s) of the five (5) criteria not applicable to the probation period, or indicating in the comment section that it is not applicable to the probation.

S = Meets District criteria  
NI = Needs Improvement  
U = Does not meet District criteria

- |  |          |           |          |
|--|----------|-----------|----------|
| <b>1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD</b>                           | <b>S</b> | <b>NI</b> | <b>U</b> |
| Comments: _____  |          |           |          |
| <hr/>  |          |           |          |
| <b>2. SPECIALIZED SKILLS</b>   | <b>S</b> | <b>NI</b> | <b>U</b> |
| Comments: _____  |          |           |          |
| <hr/>  |          |           |          |
| <b>3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</b>                      | <b>S</b> | <b>NI</b> | <b>U</b> |
| Comments: _____  |          |           |          |
| <hr/>  |          |           |          |
| <b>4. THE SUPPORT PERSON AS A PROFESSIONAL</b>                                 | <b>S</b> | <b>NI</b> | <b>U</b> |
| Comments: _____  |          |           |          |
| <hr/>  |          |           |          |
| <b>5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS<br/>AND EDUCATION PERSONNEL</b> | <b>S</b> | <b>NI</b> | <b>U</b> |
| Comments: _____  |          |           |          |
| <hr/>  |          |           |          |

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

## **APPENDIX D-1 - SCHOOL CALENDAR 2021-2022**

## APPENDIX E - JUST CAUSE/DUE PROCESS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
  2. **REASONABLE RULE OR ORDER:** "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
  3. **INVESTIGATION:** "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
  4. **FAIR INVESTIGATION:** "Was the Employer's investigation conducted fairly and objectively?"
  5. **PROOF:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
  6. **EQUAL TREATMENT:** "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
  7. **PENALTY:** "Was the degree of discipline administered by the Employer in a particular case reasonably related to
    - a) the seriousness of the employee's proven offense, and
    - b) the record of the employee in his service with the Employer?"
- \* The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

**APPENDIX F - CERTIFICATED HIGHER EDUCATION EXPENSE FORM  
CLAIM FORM  
CONVERSION OF LEAVE OR OPTIONAL DAYS**

This form is to be used by members of the certificated staff who wish to convert unused personal leave to pay professional development expenses incurred at institutions of higher education.

**ARTICLE VII, SECTION 6. PERSONAL LEAVE**

- D. Employees may request conversion of six (6) unused personal leave days at three hundred fifty dollars (\$350) per day for qualified higher education expenses by May 15.

**I affirm that I have \_\_\_\_\_ unused personal leave days that I wish to convert to cover my educational expenses.**

\_\_\_\_\_  
**SIGNATURE**

List the specific expenses incurred with receipts when appropriate.



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