

WISHRAM SCHOOL DISTRICT 94

AND

WISHRAM EDUCATION ASSOCIATION

Collective Bargaining Agreement

September 1, 2023 to August 31, 2026

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APPENDIX A-Part1 SALARY SCHEDULE 2018-2019
WISHRAM SCHOOL DISTRICT #94
**Includes 1.9% IPD*

APPENDIX A Part 2 SALARY SCHEDULE 2023-2024
APPENDIX A-3 - OPTIONAL DAY/HOURS APPROVAL FORM
OBS 1 _____
APPENDIX B
CLASSROOM TEACHER OBSERVATION/EVALUATION
APPENDIX C - GRIEVANCE REVIEW REQUEST
Distribution of Form
APPENDIX D-1 - CALENDAR 2018-2019
APPENDIX D-2 - CALENDAR 2019-2020
APPENDIX E - JUST CAUSE/SEVEN KEY TESTS
SIGNATORIES
DATED: _____
DATED: _____

PREAMBLE

This document is an Agreement between the District and the Association, which has been recognized as the exclusive bargaining representative for certain certificated employees, primarily teachers.

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.

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ARTICLE I - ADMINISTRATION

SECTION 1. DEFINITIONS

- A. *District/Board* shall mean the Wishram School District No. 94, County of Klickitat, State of Washington.
- B. *Association* shall mean the Wishram Education Association which is affiliated with the Washington Education Association and with the National Education Association.
- C. *Parties* shall mean the District and the Association as co-signers of the Agreement.
- D. *Agreement* shall mean the Collective Bargaining Agreement signed by the parties.
- E. *Employee* shall mean a member of the bargaining unit.
- F. *Day* shall mean school day, except during summer when it shall mean week day except for holidays.
- G. *Superintendent* shall mean the chief administrative officer of the District.
- H. *President* shall mean the presiding officer of the Association.
- I. *Contract* shall mean the individual contract issued to each employee.

SECTION 2. RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining representative for all full and regular part-time certificated employees of the Wishram School District, excluding the Superintendent-principal.

Employees who substitute in the District for twenty (20) consecutive or thirty (30) cumulative days shall have those rights according to law.

SECTION 3. STATUS OF THE AGREEMENT

- A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.
- B. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

SECTION 4. CONFORMING TO LAW

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

Any Agreement clause altered by law will be re-negotiated at the request of either party.

SECTION 5. PRINTING/DISTRIBUTION OF AGREEMENT

Following the ratification and proofreading of this Agreement, the District shall print this Agreement. The Association shall distribute a copy of this Agreement to each employee. Additional copies shall be provided to the Association and to the District. All employees new to the District shall be provided a copy of the Agreement by the Association upon issuance of their contract, and such Agreement shall be available to all applicants for bargaining unit positions.

SECTION 6. SUBCONTRACTING

The duties of any employee or the responsibilities of any position in the bargaining unit will not be assigned to a person not a member of the bargaining unit without prior negotiation with the Association.

SECTION 7. CONTRACT COMPLIANCE

All contracts shall be expressly made subject to and consistent with the terms of this Agreement. If any contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

SECTION 8. MAINTENANCE OF STANDARDS

- A. All conditions of employment affecting the Agreement will be maintained for the length of the Agreement. All conditions of work that either party desires to add to, alter, delete, or change in any manner shall be bargained.
- B. The duties of any employee or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association.

ARTICLE II - BUSINESS

SECTION 1. ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use District buildings to transact Association business.
- B. The Association shall have the right to use District facilities and equipment at reasonable times when such equipment is not otherwise in use.
- C. The Association shall have the right to use the District mail service and employee mail boxes for communication purposes.
- D. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in the faculty lounge.
- F. The District shall provide the exclusive bargaining representative reasonable access to the new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and the exclusive bargaining representative.

No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

“Reasonable access” for the purposes of this section means:

- The access to the new employee occurs within ninety days of the employee’s start date within the bargaining unit;
- The access is for no less than thirty minutes; and
- The access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the District and the exclusive bargaining representative.
- Nothing in this section prohibits the District from agreeing to longer or more frequent new employee access, but in no case may the District agree to less access than required in this section.

SECTION 2. DUES DEDUCTIONS AND REPRESENTATION FEES

- A- The Association, which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to have deducted from the salary of enrolled members of the Association an amount equal to the dues and fees required for membership in the Wishram Education Association, WEA and NEA. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.
- B. Each employee who chooses to become a member of the Association shall provide the District with a payroll authorization to deduct said dues and assessments of the Association. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period.
- C. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. When WEA receives a member revocation, the membership department will notify all parties that the change is to take effect.
- D. Even though a certificated employee may not wish to become an Association member, he/she is required to pay an Agency Fee. The amount of this Agency Fee will be determined by the Washington Education Association. Employees employed in the Wishram School District during the 2006-07 school year will be exempt from this provision.

SECTION 3. ASSOCIATION LEAVE

Up to nine (9) days of paid leave per school year shall be provided for Association business. Leave shall be granted upon Association request. Whenever possible, notification of the leave shall be submitted by the President in writing to the Superintendent five (5) days before the leave is to take effect. The President and the employee shall be informed of the arrangements made for the leave. The Superintendent shall be responsible for securing a substitute where necessary and the cost of the substitute shall be borne by the Association.

ARTICLE III - EMPLOYEE RIGHTS

SECTION 1. HIRING PRACTICES

- 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. Non-certificated personnel shall not be assigned to perform work in the instructional setting which will substitute on a full-time basis and/or replace an employee in his/her assignment or employment. All certificated employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Agreement.

SECTION 2. ISSUANCE OF CONTRACTS

- A. The District shall provide each employee a copy of his/her contract for regular assignments inconformity with Washington State Law, State Board of Education regulations and this Agreement. Employees shall sign a copy and return it to the District. The contract shall be signed by the Board. A copy shall be returned to the employee and one (1) shall be placed in the employee's personnel file.
- B. The District shall provide each employee a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement.
- C. An employee under contract shall be released from the obligations of the contract upon request under the following conditions:
 - 1. A letter of resignation must be submitted to the Superintendent's office.
 - 2. A release from contract, prior to June 15, shall be granted provided a letter of resignation is submitted prior to that date.
 - 3. A release from contract shall be granted after June 15, provided a satisfactory replacement can be obtained.
 - 4. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.

SECTION 3. NON-DISCRIMINATION

- A. The provisions of this Agreement shall be applied without regard to sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained guide dog or service animal except as required in accordance with this Agreement or as otherwise provided by law.
- B. The employees shall be entitled to full rights of citizenship and no religious or political activities 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 4. DUE PROCESS/JUST CAUSE

- A. No employee shall be disciplined without just and sufficient cause (*See Appendix E*). The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- B. No employee will be reprimanded publicly, or in the presence of students, or in a manner which is humiliating to the employee.
- C. The Board agrees to follow a policy of progressive discipline. Both parties agree that there are exceptional cases where progressive discipline may not apply.
- D. An employee shall be entitled to have a representative from the Association present when being formally reprimanded or disciplined. A "formal reprimand" shall be when an incident is reduced to writing and placed in the employee's personnel file. When a request for such representation is made, no action shall be taken with respect to the employee until such representation is present. A request for an Association representative shall not be made to delay any disciplinary proceedings and shall not be used as such.

Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the agreement prior to the action being taken.

An employee has the right to have an individual representative from the Association and/or legal counsel present when formally being reprimanded, warned, disciplined or adversely affected or during the evaluation conference. All information forming the basis of any reprimand, warning, discipline or adverse effect shall be made available to the employee prior to any action being taken.

- E. In cases where disciplinary action is anticipated, such as suspension and discharge, an employee shall be advised of his/her right to Association representation.
- F. Any complaint made against an employee or person to whom the employee is administratively responsible, by any parent, student or other person, will be promptly called to the attention of the employee, with the exception of complaints which result in criminal investigations. Any complaint not brought to the attention of the employee within ten (10) working days of the receipt of said complaint shall not form the basis for disciplinary action against said employee.
- G. Any employee who receives a notice of discharge or adverse effect on his/her contract is hereby advised of his/her right to request a hearing within ten (10) days after receipt of such notice. Discharges and adverse effects on contracts are heard before a hearing officer at District expense as outlined in RCW 28A.405.
- H. Non-renewals for performance deficiencies for continuing employees are to be reviewed according to RCW 28A.405.
- I. Any continuing employee who receives a notice of probable cause of non-renewal due to an enrollment decline or revenue loss shall be afforded due process in accordance with RCW 28A.405.210. Provisional employees shall be afforded due process under RCW 28A.405.220. Any employee whose contract is adversely affected must elect only one method of challenge to the adverse affect, that is: 1) Arbitration, 2) Hearing Officer, or 3) Court. In no case will the District be obligated to provide multiple remedies to challenge adverse affect on contracts.

SECTION 5. PERSONNEL FILE

- A. Employees shall upon request have the right to inspect all contents of his/her complete personnel file kept within the District, as well as non-confidential employment references leaving the District, in the presence of a District official. Upon request, one (1) copy of any documents contained therein shall be afforded the employee at District expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.
- B. Another person at the employee's request may be present in this review.
- C. Any derogatory material not shown to an employee within ten (10) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee, except in cases of criminal investigation.
- D. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.
- E. Statements from nonprofessional sources shall not be included in any file without the employee's knowledge and opportunity to attach his/her own comments.
- F. All derogatory materials shall be expunged every three (3) years upon request provided there are no subsequent violations or problems.
- G. Upon request by the employee the Superintendent shall sign to verify contents. Upon request a file inventory of the contents of the file shall be provided.

SECTION 6. EMPLOYEE PROTECTION

The District shall provide liability insurance as set forth in RCW 28A.400.360 covering injury to employees and their property, and insurance protecting employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof while acting within the legal scope of their responsibilities.

Any case of an assault upon an employee shall be promptly reported to the Superintendent. The District shall assist the employee with the handling of the incident by law enforcement authorities.

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health, safety, or well-being. The superintendent or other school official shall make the determination as to the safety of the building.

Subject to law, employees may use such reasonable physical force with a student as is necessary to protect him/herself, a fellow employee, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to District property. No employee will be required to remain in any building or area that has been evacuated because of potentially hazardous conditions.

SECTION 7. ASSIGNMENT, VACANCIES, PROMOTION AND TRANSFER

- A. Employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside of an area in which he/she would be considered 'highly qualified'. Employees shall be notified in writing no later than August 1 of any changes in their programs and schedules for the ensuing school year, including teaching assignments, and any special assignments. Employees whose assignments change during the month of August shall be notified as soon as possible. The District understands the need of employees to prepare for new assignments.
- B. In the determination of assignments and transfers, the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer or reassignment, the following procedure shall be used:
 - 1. The employee shall submit a request by February 15 which shall be kept on file by the District for a period of one year.
 - 2. Employment of any new employee for a specific position shall not be made until all those employees who have a pending request for transfer or reassignment have been found by the Superintendent to be less qualified than the successful candidate for the position.
 - 3. Prior to the beginning of the school year, upon request, the Superintendent shall notify in writing or by personal conference each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request.
- C. To assure that employees are given every consideration in filling any vacancies, promotions or newly created positions which occur at any time within the District, the following procedure shall be used:
 - 1. All vacancies, promotions and new positions shall be publicized to the staff and Association through a written notice which shall be posted as far in advance of the date of the opening of any vacancy or new position as possible, and if possible, not less than two (2) weeks in advance. Employees must notify the District of summer addresses.
 - 2. Said notice of vacancy, promotion or new position shall clearly set forth the qualifications for the position and the procedures for applying.
 - 3. All vacancies, promotions or new positions shall be filled on the basis of qualifications for the position.
 - 4. The District shall make all possible effort to fill vacancies, promotions and new positions with their present employees before out-of-district hiring can occur.

SECTION 8. EMPLOYEE RESPONSIBILITIES

Employees shall care for school property and be responsible for the supervision of students under school-related circumstances.

Employees shall care for instructional materials and equipment and shall promptly report damage, loss and theft of equipment, furniture or fixtures.

All teachers will complete year-end checkout procedures [as per each individual's checkout sheet] by 3:00 on Friday of the week following the last day of school.

Each year a school calendar will be prepared with the assistance of the entire staff for presentation to the Board. The WEA representatives will take responsibility to ensure that the calendar presented represents the desires of the staff.

SECTION 9. INTELLECTUAL PROPERTIES

Items created on certificated staff's personal time will be owned by that staff member. Any profit or accolades received from those said creations will be owned by that staff member. Intellectual Properties may be, but are not exclusive to, written documents such as books, periodical articles, theatrical plays and inventive devices.

SECTION 10. New Hire Orientation

Paid Orientation: Up to 8 hours paid district directed orientation time for new teachers, of which, Wishram EA would be allowed 30 minutes for membership presentation.

ARTICLE IV - EVALUATION AND PROCEDURES

SECTION 1. PURPOSE

The purpose of evaluation is to provide support for professional growth in teaching and learning through the use of clear, objective performance standards and authentic assessment processes. The evaluation process is intended to be respectful, meaningful, helpful, and emphasize positive interaction between the evaluator and the person being evaluated, and as otherwise defined in defined in RCW 28A.405.110 and WAC 392-191-025.

SECTION 2. EVALUATOR QUALIFICATIONS

All certified teacher evaluations will be performed by a certified administrator employed by the Wishram School District. All assigned evaluators shall have been trained in the evaluation processes they will be assigned to conduct that are contained in Article IV of the Agreement and related appendices. By September 15 each year, or within fifteen (15) days of the beginning of the school year, whichever is later, the District shall provide the Association with dates and content of the training that each Evaluator has completed.

Beginning in the 2014-15 school year, the District shall report to the Association the prior year's principal summative evaluation score for each administrator conducting evaluations of employees. No employee will be evaluated by an evaluator with a performance score less than Proficient (3) on the Principal Evaluation.

Upon request, employees shall be assigned an alternative evaluator. Requests must be submitted in writing by October 1st.

SECTION 3. APPLICABILITY FOR EVALUATION PROCESSES

The evaluation processes to be utilized for employees shall be as follows:

1. Classroom Teacher Evaluation Process (Article IV, Section 4)

This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term "classroom teachers" does not include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Classroom Teachers is delineated in **Section 4.**

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2. Non-Classroom Teacher Evaluation Process (Section Article IV, Section 5):

Educational staff associates (e.g. Speech and Language Pathologists, Psychologists, Counselors, Librarians, Media Specialists, Teachers on Special Assignment, Instructional Coaches, and Curriculum Specialists) who do not meet the definition of “Classroom Teacher” will be evaluated using best practices for their profession, (e.g. American School Counselor Association Professional Standards and Competencies/School Counselor Performance Appraisal which will be added to the Current CBA’s Appendix)

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 as further defined in 1 above.

1. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process. A minimum of sixteen (16) hours of professional development shall be provided during scheduled workdays to each classroom teacher employee annually for this purpose. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

Each employee by September 15th, or within fifteen (15) days of employment, whichever is later, 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. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

A. Definitions

1. Criteria shall mean one of the eight (8) state defined categories to be scored.

2. Component shall mean the sub-section of each criterion.

3. 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. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support and resources.

4. 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.

5. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence.

6. Not Satisfactory shall mean:

Level 1: Unsatisfactory – Receiving a summative score 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 summative score 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.

7. Student Growth Data shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher. Assessments used to demonstrate growth must originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

8. **Observe/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 in relation to the negotiated instructional framework.

B. State Evaluation Criteria:

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.

C. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by the University of Washington Center for Education Leadership (CEL) Five Dimensions of Teaching and Learning (5D+). The instructional framework is included in Appendix #.

If the adopted instructional framework is contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement, the Agreement shall prevail.

D. Criterion Performance Scoring

1. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
2. Each rating will be assigned the following numeric values:
Unsatisfactory – 1
Basic – 2
Proficient – 3
Distinguished – 4
3. The final criterion score shall be determined by the Overall Rating Range as set forth in Appendix B

E. Summative Performance Rating

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative 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

F. Student Growth Criterion Score

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1 (UW CEL 5 D+ Framework). Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
5-12—Low
13-17—Average
18-20—High
2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher’s assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher’s

student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers.

3. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher will agree to engage in one of the following, as mutually agreed to by the teacher and the evaluator:

1. Compare student growth measure with other evidence (including observation, artifacts and student evidence) and/or additional levels of student growth based on classroom, school, District and state-based tools;
2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
4. Create and implement a professional development plan to address student growth areas.
5. Work with a mentor teacher;
6. Additional options, as mutually determined by the teacher and evaluator.

9. PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified by September 15th each year ,or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Student Growth Goal Setting:

After September 15th or 15 days after of the start of the school year, whichever is later, the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal.

C. Artifacts and Evidence:

1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher’s professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher

shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

3. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation.

D. Record-Keeping

The District shall adhere to the following:

1. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
2. Teachers shall have access to their eVAL account in subsequent years.
3. Evaluators shall notify the teacher of any additional evidence submitted to eVAL within forty-eight (48) hours.
4. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
5. Teachers shall not be required to use the eVAL tool; an acceptable alternative will be made available. *
6. Any and all data entered into eVAL shall be considered confidential, and not be subject to public disclosure.

*An acceptable alternative may be:

All physical documents, including final framework rubric, artifacts, teacher's written comments, if applicable, and above forms, shall be moved to the teacher's personnel file at the end of the school year.

4. COMPREHENSIVE SUMMATIVE EVALUATION PROCESS

The comprehensive summative evaluation must assess all eight evaluation criteria and all criteria must contribute to the comprehensive summative evaluation performance rating. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six years.

A. Required Observations

During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. The total annual observation time shall not be less than sixty (60) minutes. 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.

B. Pre-Observation Conference:

The pre-observation conference shall be held prior to the first 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.

C. 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. Any formal observation shall not be less than 30 minutes in length. All observations shall be conducted openly. Mechanical or electronic devices may be used to listen to or record the procedures of any class, if mutually agreed.
2. Formal observations will occur no later than five (5) days after the pre-observation meeting.
3. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.
4. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in D., below.
5. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

D. Post-Observation Conference

1. The purpose of the post-observation conference is to review the evaluator's evidence and teacher's artifacts related to the scoring criteria during the observation, and to discuss the teacher's performance.
2. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.

3. The teacher shall be provided the opportunity to submit additional artifacts or evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score.

4. 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.

5. Each teacher shall sign the observation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach written comments to the observation report.

E. Informal Observations

Informal observations may be conducted; however any information gathered in informal observations can only be used as a coaching tool and not as a part of the formal evaluation process (unless mutually agreed upon by the evaluator and the staff member).

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. All informal observations will be documented in writing with a copy provided to the teacher within three (3) work days of the observation. Any time after an informal observation, a teacher or evaluator may request a post informal observation conference to discuss what was observed.

F. Final Summative Evaluation Conference

1. No later than May 10th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence and artifacts. This analysis will take a holistic assessment of the teacher's performance over the course of the year.

2. The teacher has the right to provide additional evidence/artifacts for each criterion to be scored.

3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

4. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence from at least two (2) artifacts.

5. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored, they shall be granted any of the following:

1. An additional formal observation by June 1st;

2. An alternative evaluator scoring of evidence whom is mutually agreed upon by the teacher and the Association;
3. Assignment of a new evaluator for the ensuing school year;
4. Assignment of a mentor_
1. Nothing prohibits an evaluator from evaluating all teachers as Distinguished -4 within a school year.
2. The teacher will sign two (2) copies of the Final Summative Evaluation Report. to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach written comments to the final annual evaluation report.

5. FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

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

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. The request of the teacher must be received in writing prior to September 15 or within the first fifteen (15) days of the school year, whichever is later. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns during the classroom observations.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
- D. Observations and conferences for the focused evaluation shall follow the process set forth in Section 4.3, Procedural Components of Evaluation, and Section 4.4, Comprehensive Summative Evaluation Process, above.
- E. When a teacher is on a focused evaluation, that teacher's summative score is their recent comprehensive summative evaluation score. An evaluator may award a teacher who has not already scored Level 4 – distinguished, the Level 4 rating if the teacher provided evidence of exemplary practice on the chosen focused criterion.

- F. 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.

6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. The Association will be notified when any teacher is judged below Proficient -3, within five (5) school days.
- B. When a teacher is judged below Proficient, the following conditions and provisions shall be granted, at the employee's discretion, to the employee to support their professional development:
 - 1. The teacher's class size will not exceed the limits established in this Agreement;
 - 2. The teacher shall be granted up to four (4) days of district funded release time to observe colleagues' instruction;
 - 3. The teacher shall be granted an additional/different certificated employee evaluator;
 - 4. The teacher will be assigned only one (1) work location, i.e., one classroom;
 - 5. A mentor will be assigned;
 - 6. The teacher may choose to participate in a voluntary structured support plan;
 - 7. 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).
 - 8. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
- C. In such cases when a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1st First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

7. PROVISIONAL EMPLOYEES

- A. A second year Provisional teacher who receives a summative rating of 3- Proficient or 4- Distinguished will be granted continuing contract status for the subsequent school year.
- B. When there is concern about progress of a provisional employee as documented on an observation report form, the provisional employee and the evaluator shall schedule a meeting with an Association representative to occur within five (5) days after the post-observation conference, unless a longer time frame is mutually agreed to, to review the expectations for the employee's current position. At that time, there will be developed a

plan whereby the employee will be assisted in improving his/her performance to an acceptable level. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

8. 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 and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score 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.

B. Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 4. 4. above.

C. 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.

D. 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:

1. The evaluation report prepared pursuant to the provisions of Article IV Section 4, and,
2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

E. 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, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
2. A suggested specific and reasonable plan for improvement;
3. 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.

F. A reasonable plan of improvement will be developed and will 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 will include supports provided and funded by the district, and the dates those supports will be put in place. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.

G. Evaluation During the Probationary Period

1. 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.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. 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, if any, made by the teacher. The provisions of Section 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. 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 assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.

H. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.

I. 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 28.A.405.300 or 28A.405.210.

J. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator 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 teacher has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

2. That the teacher 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
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- K. Action by the Superintendent
Following a review of the report submitted pursuant to paragraph J. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- L. 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.
- M. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory evaluation is made in the interim, be removed and destroyed:
1. Final Evaluation
 2. Notice of Probation
 3. Notice of Removal from Probation and/or Notice of Superintendent Action

9. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

10. 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 or by this Agreement.

11. EVALUATION RESULTS

- A. Evaluation results shall be used:
1. To acknowledge, recognize, and encourage excellence in professional performance
 2. To document the level of performance by a teacher of his/her assigned duties.
 3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.

4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- B. Evaluation results shall not be:
1. Shared or published with any teacher identifying information.
 2. Shared or published without notification to the individual and Association.
 3. Used to determine any type of base or additional compensation.
 4. Used as a form of progressive discipline.

SECTION 5. NON-CLASSROOM TEACHER EVALUATION PROCESS

This process applies to Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional and all other certificated employees who are not classroom teachers. The process also applies to those classroom teachers who have not transitioned to the new teacher evaluation process under Section 4.

EVALUATION OF CERTIFICATED STAFF

The performance of non-classroom teachers shall be evaluated at least once per year in accordance with the specific categories for evaluation, except that new staff shall be evaluated within ninety (90) calendar days after commencement of employment. At least one evaluation shall be completed by May 15.

Any staff member whose performance does not meet minimum requirements based upon the specific categories for evaluation shall be placed in a probationary status by February 1 and shall be given 60 teaching days to demonstrate improvement in his/her area of deficiency.

After a staff member has three (3) years of satisfactory evaluations in the district using the long form evaluation, the teacher may choose the Professional Growth option or the short form for evaluation. The Professional Growth or the Short Form option may be used for two consecutive years. Every third year, the Long Form will be used for all certified teachers. The Professional Growth option requires the teacher to prepare a Professional Growth Option Plan, including areas that are designed to extend his/her capacity to positively impact student learning and enhance advanced practice, knowledge and skills described in career-long standards and criteria as described in the Washington State Professional Development Planning Guide.

A short form of evaluation includes either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on established criteria and based on at least two (2) observation periods totaling at least sixty (60) minutes without a written summary of such observations. In no instance may the short form as described above be used as a basis for determining that a staff member's work is unsatisfactory or serve as the basis for determining that there is probable cause for nonrenewal.

During each school year staff shall be observed at least twice for the purpose of evaluation of the performance of their assigned duties. Total observation time for each staff member for each school year shall be not less than sixty (60) minutes of which one observation shall be at least thirty (30) minutes in length.

2. PROBATION

At any time after October 15, a certificated employee whose work is judged not satisfactory based on the evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement. Staff considered for probationary action shall be evaluated no later than January 15.

The probation process will follow the procedures in Section 4.8 D through G and I through M; Section 4.9; and Section 4.10 above.

ARTICLE V - LAYOFF AND RECALL

SECTION 1. DEFINITION

The term “*layoff*” as used herein refers to action by the Board reducing the number of teachers in the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.

SECTION 2. CRITERIA

Employees with valid contracts shall not be laid off during any school year. All layoffs shall be effectuated at the start of the following school year. In the event of layoff, the Board shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which layoff would occur.

In the event that the Board anticipates a layoff of employees, the Board shall notify the Association as early as possible and shall provide the Association with a detailed report on the financial affairs of the District.

SECTION 3. SENIORITY

Layoff shall be by seniority providing the senior employee is highly qualified as determined by HOUSSE criteria, experience and endorsement. Seniority is defined as length of service within the District as of the employee’s first working day; provided that any employee employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for teaching experience from any district(s) in the State of Washington. Employees who may be subject to layoff may retain employment by replacing a junior employee providing the senior employee is qualified as above. This process is known as bumping.

By November 1 of each school year the Board will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority.

In the event of more than one employee having the same seniority ranking, all employees so affected will be ranked in accordance with the number of education credits beyond the BA Degree from greatest to least.

In the event of more than one employee having the same number of credits after applying the above provisions, all employees so affected shall participate in a drawing by lot, to determine position on the seniority list.

SECTION 4. PROCEDURE

An employee receiving written notification of layoff shall be automatically placed on layoff and recall status and in the re-employment pool for two years from the date of the layoff which shall in no case be prior to the end of the school year. The exception shall be if the employee submits a written resignation.

Credit for any education acquired during that period will be granted. Acceptance of employment as a full-time employee in any other school district while on layoff status shall constitute an automatic termination of the recall relationship as provided herein. No employee from outside of the bargaining unit shall be hired until all employees on layoff status have been rehired or unless these employees are not properly certificated by the State of Washington. Employment of substitutes shall come from those employees on layoff except when none of these employees are available or they are not properly certificated.

SECTION 5. RECALL

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee, at his/her last known address. A copy shall be sent to the Association. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.

SECTION 6. LAYOFF BENEFITS

All benefits to which a continually hired, contracted employee is entitled to at the time of recall will be granted to the employee upon his/her 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.

All employees in the layoff pool shall be allowed to purchase insurance as allowed under COBRA. The district will not cover the expense of health insurance premiums (COBRA or other) after separation of employment.

ARTICLE VI - INSTRUCTIONAL

SECTION 1. 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, sex or status. 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, and 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. Disruptions or distractions leading to suspension or expulsion shall be carefully documented, specifying dates of occurrence and specific acts. Before a student is re-admitted to class, the administrative authority shall meet with the teacher and communicate in writing the future behavior expectations of the student.

SECTION 2. CLASSROOM VISITATION

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

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

SECTION 3. CONTROVERSIAL TOPICS/ACADEMIC FREEDOM

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 students. Unusual and questionable matters shall be referred to the Superintendent for decision.

In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.

In discussing controversial issues, the employee will encourage students to express their own views, assuring that it can be done in a manner that gives due respect to each other's rights and opinions.

When discussing controversial issues, the employee will respect positions other than his/her own.

Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

No mechanical or electronic device shall be used in any classroom to listen to or record the procedures of any class without the prior knowledge of the employee.

SECTION 4. NON-PROFESSIONAL DUTIES

Employees shall not be required to drive students to activities which take place away from the school building. Any approved travel shall be compensated at the state rate per mile for all driving done in their own automobile.

SECTION 5. IN-SERVICE AND PROFESSIONAL DEVELOPMENT

It is recognized that an effective employee development program is necessary to provide continuing opportunities for the professional growth of employees. Therefore, the District shall periodically survey employees to determine their development needs. Such surveying, planning and implementation may be with the assistance of the Association, other agencies, or colleges and universities.

- A. Employee development activities may cover the following areas:
 - 1. Released time for classroom observation and visitation.
 - 2. Released time for employee development workshops.
 - 3. Workshops and classes designed to meet student needs.
 - 4. Consultant and material assistance for employee involved in curriculum innovation and change.
- B. The Association may recommend to the District topics for after school courses, workshops, conferences and programs designed to improve the quality of instruction.
- C. In the implementation of new curriculum, the District may develop and implement an in-service training program for any employee(s) who will be responsible for the new curricular program.
- D. The Board will allocate funds from the District's budget for the purpose of implementing mutually developed programs. As such, the district will allocate \$5000, in total, to be shared annually, for the purpose of professional development for non-administrative certificated teachers and/or counselors. These funds will be accessed on a first come, first served basis, and must be directly related to the content areas in which the certificated employees currently work.
 - A. E. If any employee is requested or requests to take an Inservice training or other professional development workshop the District agrees to pay registration fees, lodging, meals and pre-arranged mileage for said employee(s) so long as the

opportunity is approved by the district and doesn't exceed the annual professional development allocation of \$5000.

- F. When an employee takes a course that directly impacts their teaching certification, assignment, and/or based on district need, in their highly-qualified area, the District agrees to pay for ½ the cost of college credit, so long as the expense is approved by the district and doesn't exceed the annual professional development allocation.
- G. District agrees to pay all clock hours.
- H. The District will make every attempt to ensure the acquisition of clock hours for all book studies assigned.

SECTION 6. REPLACEMENT EMPLOYEES

Certificated employees who are hired to replace regular employees or serve as replacement employees for a period in excess of twenty (20) continuous working days shall be considered as replacement employees and shall be for the period of their actual service considered as members of the bargaining unit subject to all the rights, privileges, and obligations therein and subject further to the provisions of this section concerning replacement employees; provided, however insurance benefits will be regulated by SEBB. Provided further, that replacement employees shall not bring in out-of-District benefits and shall accrue benefits on a pro rata basis and shall not accrue seniority within the District.

Replacement employees shall only be entitled to any continuing contract laws as provided by law if the District provides in writing that the replacement employee's employment shall be extended to a permanent basis. If no such written notice is given to the replacement employee prior to the end of the school year in which the replacement employee is working, such replacement employee is terminated.

ARTICLE VII - LEAVES

The Board realizes that employees will of necessity be absent from work from time to time. The Board recognizes the following types of leaves:

SECTION 1. SICK LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, maternity, quarantine or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.
- B. Absence due to injury incurred in the course of the teacher's employment shall be compensated for in the following manner: For absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a pro-rated portion of sick leave may be used, which when added to any of the above compensation shall equal but not exceed the employee's normal salary.
- C. At the end of each calendar year the District will provide each employee with an accounting of his/her accumulated sick leave and all transactions concerning his/her sick leave days within that time period.
- D. An employee who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for such leave and renewal of leave for such conditions shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after giving thirty (30) days written notice to the Superintendent and with written permission of his/her personal physician.

SECTION 2. SHARED SICK LEAVE

- A. Employees may request and/or share sick leave on a case-by-case basis using the following guidelines which will be administered in accordance with RCW 41.04.650 through 41.04.665 and WAC 392-126-085 through 392-126-104.
 1. Employees may request shared leave when they have a qualifying event and anticipate needing sick leave. The leave sharing process may only commence once they have depleted or will shortly deplete all available sick and annual leave in their personal account. "Shortly Deplete" means that the employee will have forty hours or less of available sick leave. However, the employee is not required to deplete all the employee's leave and can maintain up to forty hours of sick leave in reserve.
 2. An employee may request leave for the following reasons
 1. The employee suffers from an illness, injury, impairment, or extraordinary or severe physical or mental condition
 2. The employee is sick or temporarily disabled because of pregnancy disability or for care and bonding after birth of a child.
 3. The employee has a household member or relative who suffers from one of those conditions in (a) above;

4. The employee is a victim of domestic violence, sexual assault, or stalking
 5. The employee has been called for service in the uniformed services or volunteers to assist in a state of emergency declared by the state or federal government
3. The employer determines the amount of shared leave that the employees may receive and generally may not receive more than 522 days of shared leave unless circumstances exist.
1. Employees who have accumulated more than twenty-two (22) sick leave days may donate specified amount of sick leave to another employee authorized to receive leave under this section. In no event, may the specified amount result in the employee's sick leave balance going below twenty-two days.
 2. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave shall be returned to the donors
 3. Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out

SECTION 3. SICK LEAVE CASH OUT

Sick leave cash out shall be granted according to the provisions of WAC 392-136-070 and RCW 28A.400.210 as below, or the successor laws and/or rules.

RCW 28A.400.210 Employee attendance incentive program—Remuneration for unused sick leave. Every school district board of directors may, in accordance with chapters 41.56 RCW, establish an attendance incentive program for all certificated and non-certificated employees in the following manner, including covering persons who were employed during the 1982-83 school year: (1) In January of the year following any year in which a minimum of sixty 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 day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty 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 days for every one 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 day per month. (2) At the time of separation from school district employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury.

Moneys received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

The Superintendent of Public Instruction in its administration hereof, shall promulgate uniform rules and regulations to carry out the purposes of this section.

Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right [1983 c 275 * 2.]

WAC 392-136-070 School districts—Basis of accounting for accumulated sick leave balance for buy out purpose. Sick leave for buy out purpose shall be earned, used, and converted to monetary compensation on a last-in first-out (LIFO) basis in accordance with the provisions of this chapter. The reduction to one hundred eighty days on December 31, 1983, and each year thereafter, as provided in WAC 392-136-075, shall be on a LIFO basis, after the December 31 balance has first been reduced for any front end loaded unearned days which may be posted for sick leave purpose but not earned for sick leave buy out purpose. **WAC 392-136-075 School districts—Annual one hundred eighty-day limitation on accumulated sick leave balance for buy out purpose.** The maximum accumulated sick leave balance for buy out purpose shall be controlled as follows:

- 1) Commencing at midnight December 31, 1983 and on each midnight December 31 thereafter, and prior to the addition of sick leave earned for January, but after the transactions for sick leave earned and used for December and after reductions of sick leave balance due to conversion of sick leave during January, each employee of a school district shall be limited for sick leave buy out purpose to a maximum earned sick leave balance of one hundred eighty days on such date and time. This balance does not include any front end loaded or other days which may be posted for sick leave purpose but not earned for sick leave buy out purpose.
- 2) Commencing on January 31, 1984, and on the end of each month thereafter there shall be added to the accumulated sick leave balance of each employee for sick leave buyout purpose sick leave earned during that month.
 - 3) Each employee whose sick leave balance for buyout purpose exceeds one hundred eighty days on midnight December 31, computed in accordance with the first paragraph of this section, shall lose days accumulated that are in excess of this maximum in January of each year if such employee fails to exercise the annual buy out option provided for in this chapter or if such employee's sick leave buy out balance exceeds this maximum for any other reason.

SECTION 4. BEREAVEMENT LEAVE

Employees shall, upon request, be granted a leave of absence with pay for up to five (5) days during a contract year when such absence is occasioned by the death of any relative or close friend. Leave taken beyond the above five (5) days will be taken from sick leave.

SECTION 5. MATERNITY/PATERNITY LEAVE

Compensated leave for the purposes of child-bearing shall be granted and regarded as sick leave. In the event that sick leave has been exhausted and the health of the

mother or child precludes her returning to work, an unpaid leave of absence shall be granted.

In the event of a birth of a child of the employee's spouse, sick leave will be allowed to care for the spouse and for care and bonding of a newborn .

WASHINGTON STATE PAID FAMILY and MEDICAL LEAVE

1. The District will comply with Chapter 50A.04 RCW Family and Medical Leave Program. As directed in Chapter 50A.04.020 RCW commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise.

SECTION 6. EMERGENCY LEAVE

Emergency leave of five (5) days shall be granted with pay. Such leave shall be taken from sick leave. Emergency leave may be taken at the employee's discretion, due to a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence.

SECTION 7. MILITARY LEAVE

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. 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. 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 his/her 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 his/her normal District pay, and, there shall be no loss of privileges, vacations or sick leave to which he/she might otherwise be entitled according to RCW 38.40.060.

SECTION 8. JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay shall be granted to employees for jury duty. Any compensation received for jury duty performed on contracted days shall be reimbursed to the District. The employee shall notify the District when notification to serve on jury duty is received.

An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary less any compensation received for his/her services, excluding transportation and per diem expenses when the employee is the party in such action while in the performance of his/her employment duties or if subpoenaed by a public agency.

SECTION 9. PERSONAL LEAVE

Employees shall have three (3) days personal leave per year. Requests with less than (3) days notice may be granted at the Districts discretion. Personal leave may be accumulated up to seven (10) days. Any days beyond the seven (10) accumulated days must be utilized or cashed out at District certificated substitute rate of pay. In July each year, up to four (4) days will be rolled over to the next school year and any remaining days will be cashed out and reflected on the July payroll. Requests to cash out personal days instead of accumulate days must be submitted before July 10th. No more than three (3) days may be cashed out per school year. Upon retirement, all unused personal days will be cashed out at district certificated substitute rate of pay. Personal days will not be taken on scheduled District Directed days. Extenuating circumstances will be evaluated by the district administration.

SECTION 10. ATTENDANCE AT MEETINGS AND CONFERENCES

All requests by employees to attend meetings and conferences or to visit other schools may be granted to employees upon written request to the Superintendent. Such leaves shall be granted without deduction of pay and with reimbursement of approved expenses. When necessary, the District shall provide substitute teachers to perform the duties of employees who have been granted leave to attend professional meetings.

SECTION 11. PRE-ADOPTION LEAVE

An employee legally adopting a child may take up to three (3) days of pre-adoption leave per child. This leave is granted upon request and is granted with full pay.

SECTION 12. ADOPTION LEAVE

An employee legally adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected date of commencement of leave and expected date of return to employment. Available sick leave can be used for care and bonding with the newly adopted child.

Adoption leave without pay shall be granted for a period not to exceed one year. An employee returning from adoption leave shall be placed in the position last held or in a similar position in the District.

SECTION 13. - FAMILY ILLNESS LEAVE

Family illness leave shall be allowed from sick leave for employees who need to care for their minor children as per RCW 49.12.270.

SECTION 14. OTHER LEAVES

Leaves of absence up to one (1) year without pay will be granted employees for the purpose of study, travel, recuperation, teaching in another school district, working in a professionally related field, Association or Association related business.

Upon return from leave the employee shall be placed in the position last held or in a similar position in the District. Upon request by the employee such leave shall be renewed for up to one (1) additional year. An employee on a leave of absence must confirm in writing his/her intent to return for future employment not later than March

15. The requests for leave of absence or renewal of leave of absence requires Board approval.

ARTICLE VIII – FISCAL

SECTION 1. WORK DAY

- A. Employees shall have an eight (8) hour day which shall include thirty (15) minutes before the students’ school day begins, thirty (45) minutes after the students’ school day ends, and a continuous forty-five (45) minute duty-free lunch period. (Removed language)
- B. Each secondary employee shall be provided one class period of preparation time each work day during the students’ day. Each elementary employee shall be provided a total of no less than two hundred fifty (250) minutes of preparation time during a normal instructional week to fall within the student day.
- C. If it becomes necessary, at the direction of the administrator, to cover a class during a planning period, and/or during ones lunch time the employee covering will receive compensation at the employee’s per diem rate for each preparation period lost. Employee understands that paid time for teaching during ones lunch will be paid on according to actual time worked. (i.e., 15 minutes of lunch duty will be paid at 1/4th the teachers hourly pay rate).

SECTION 2. CALENDAR/WORK YEAR

- A. The employee contracted work year shall be 180 student days, one (1) mandatory district directed day plus any Professional Learning Days (PLD) provided by the legislature. The 1 district directed day will be paid at per diem rate and must be performed the workday prior to the first student day.
- B. If available, the district shall schedule PLD days on non-student attendance days and shall be reflected on the District calendar in whole or half-day increments. These days shall be used in approved activities related to collaboratively improving student learning and shall comply with the OSPI funding guidelines for use.
- C. Per diem shall be computed on 1/180 of each employee’s base salary schedule placement All employees shall have the option of working the following five (5) additional days at their individual per diem rate of pay with the following specifications:
- D. Optional day / hours worked Sept-July can be submitted by the 5th of the following month to be approved for payment. Payment will be in the following month in accordance with current practice. For example, September work hours submitted by Oct 5th will be included in October payroll. For August- all hours must be worked AND submitted by August 15th. The hours submitted in August (and turned in by August 15th) will be included in August payroll. August optional day hours worked after 8/15 will be drawn from the following fiscal year’s optional day allotment. They will be submitted by September 5th and will be included in September payroll. Essentially the use range is August 16 20xx - August 15 20yy which is a full year and aligns with the fiscal year.

DAY	WHAT	WHEN	Approval
Day # 1	Class/Classroom preparation. Certificated Educational Staff Associates (non-teaching positions) may use pre/post optional days for training and/or other supervisory	Within 2 weeks prior to the district	None needed – submit electronic timesheet

	situations, including but not limited to: driving students to college visits, etc. Must be approved by a district administrator.	directed day in Section 2.B	
Day # 2	Class/classroom closure-end of year. Certificated Educational Staff Associates (non-teaching positions) may use pre/post optional days for training and/or other supervisory situations, including but not limited to: driving students to college visits, etc. Must be approved by a district administrator.	Prior to cut off date for June payroll	None needed – submit timesheet
Day # 3	Professional development, and/or individual or team teacher activities related to preparation, planning or to assist at school events outside of regular work day.	At employee’s discretion in full-day, half-day or 2-hour increments.	Complete “Optional Day/hours electronic” form - Submit electronic form to payroll after payable work has been performed.
Day # 4	Professional development, and/or individual or team teacher activities related to preparation, planning or to assist at school events outside of regular work day	At employee’s discretion in full-day, half-day or 2-hour increments.	Complete “Optional Day/hours electronic” form- Submit electronic form to payroll after payable work has been performed.
*Day # 5	Professional development, and/or individual or team teacher activities related to preparation, planning or to assist at school events outside of regular work day	At employee’s discretion in full-day, half-day or 2-hour increments.	Complete “Optional Day/hours electronic” form- Submit electronic form to payroll after payable work has been performed.

E. An employee who submits an irrevocable letter of **resignation** or retirement effective **for the end of that school year** to the District by February 1st shall receive a stipend of **\$1000.00**

F. New hires to the district will receive a **\$2000** bonus when the hiring process is completed.

SECTION 3. SALARY SCHEDULE

A. The negotiated base salary schedules are attached as Appendix A. Current employees will be placed on the **2023-2024** salary schedule using their placement

information from the 2022-2023 giving additional credit for the year of experience and any credits submitted for the 2022-2023 school year.

B. Employees shall initially be placed on the salary schedule in accordance with their highest degree and educational credits earned after the granting of that degree. The salary schedule is based on quarter credits. The 2023/2024 salary schedule shall include a 3.7% IPD + 2% increase. The salary schedules for 2024/2025 and 2025/2026 will be increased annually by the state generated IPD + .75%.

C. Increments for experience and education shall be in accordance with the labels shown on the salary schedule. Incremental changes, where applicable, shall be paid in the September payroll.

D. Employees shall be given full step credit for certificated or license work experience with each year worth one (1) step. Experience shall be cumulative. Employees who have experience that totals more than a half year shall be credited with a full year of experience. Experience in the schools in foreign countries, military schools and the American school may be given credit with District approval.

E. Employees hired from out-of-state or from private schools shall be given the same credit consideration, rights and benefits as those hired from within the state or those presently working for the District.

C. Education credits shall be granted for college or university work from a four-year-degree-granting institution, for courses taken at community colleges, and for clock hours from approved providers. Clock hours will be counted as credit in the ratio of ten (10) clock hours for one (1) quarter credit. Employees must submit official college transcripts or clock hour reports. Placement steps will be given for approved credits earned after the BA degree was granted. Educational steps (*increments*) will be given for completed courses which are approved by the SPI in computing District funding. Acceptable evidence of successful completion of courses must be delivered to the Business Office no later than September 15. Upon request, all employees will be required to turn in to the administrative office all completed courses earned after the highest degree was granted.

D. The base salary schedule shall be increased by no less than the state determined inflationary rate on a annual basis.

SECTION 4. PAYMENT

All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.

Payroll checks shall be issued to the employee on the last business day of each month. In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made on or before the next pay day. Cumulative errors shall be corrected at the rate they accumulate.

All compensation owed to an employee who is leaving the District shall, upon request, be paid within thirty (30) days after the final day of work. Employees shall be paid in accordance with the salary schedule contained in Appendix A and incorporated herein.

SECTION 5. INSURANCE

- A. The Board agrees to furnish to all employees the following insurance protection to the extent authorized by the state. Such moneys shall be pooled and shall be used first for plans requiring 100% participation and then whatever is left for health insurance until the State converts school employees to the SCHOOL EMPLOYEES BENEFITS BOARD (SEBB) PROGRAM.
- B. The Board shall make payments of all premiums for each employee to assure coverage for the full twelve-month period commencing September 1 and ending August 31. If an employee terminates his/her employment prior to June, coverage of insurance shall terminate at the end of the month in which termination occurred. During and after June, premiums on behalf of the employee shall be made to assure uninterrupted participation and coverage subject to approval of the insurance company. Out-of-pocket premiums paid by the employee shall be reimbursed when insurance coverage is not allowed.
- C. Employees may participate in tax sheltered annuity programs approved by the Parties. Employees may participate in tax sheltered annuity programs at their own expense or the District shall at the District's expense provide the annuity program in lieu of the maximum insurance contribution.
- D. Starting with the 2007-08 school year, federal forest revenue, if any, will be added to the certificated medical insurance pool. The maximum amount that can be added to the pool in any given year will be the amount of the out-of-pocket premiums of certificated staff.
- E. The district will distribute federal forestry dollars, up to \$3300 (actual amount fluctuates year to year, historically from \$0-\$1500), to be shared equally amongst all employees during the fiscal year that runs September through August.

SECTION 6. TRAVEL REIMBURSEMENT

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

SECTION 7. FLEXIBLE BENEFIT PLAN

Employees shall have access to one Section 125 Flexible Benefits Plan. The current vendor, American Fidelity Assurance Co., shall be maintained until such time as an alternate vendor is mutually agreed to.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- A. A “*grievant*” shall mean an employee or group of employees or the Association filing a grievance.
- B. A “*grievance*” shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement.
- C. A “*party in interest*” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

SECTION 2. RIGHTS

- A. The District shall authorize an Association representative to be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented.
- B. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the Superintendent and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.
- C. A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

SECTION 3. PROCEDURE

- A. **STEP 1.** The parties in interest acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within a reasonable amount of time following knowledge of the act or condition which is the basis of the grievance, the grievant may present the grievance to the Superintendent, who will arrange for a meeting to take place within five (5) days after requested. The Superintendent shall provide the grievant and the Association with a written answer to the grievance within two (2) days after the meeting (*see Appendix D*). Such answer shall include the reasons upon which the decision was based.
- B. **STEP 2.** If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred in writing to the Board by the grievant. The Board shall arrange for a hearing with the grievant and/or the Association, to take place on or before the next regular Board meeting. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have five (5) days to provide their written decision, together with the reasons for the decision to the grievant and the Association.

SECTION 4. BINDING ARBITRATION

1. If the grievant is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within five (5) days after he/she has first met with the Board, he/she may within five (5) days after a decision by the Board, or fifteen (15) days after he/she has first met with the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may give written notice to the Superintendent, within fifteen (15) days after receipt of the request from the grievant, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
2. Within ten (10) days after such written notice of submission to arbitration, the Parties will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the Parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association (AAA) by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.
3. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step 2.

SECTION 5. ARBITRATION

- A. The arbitrator selected will confer with the representatives of the Parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- B. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Parties and will be final and binding upon them.
- C. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Parties. All other costs will be borne by the party incurring them.

SECTION 6. ELECTION OF REMEDIES

Any matter which has an alternate form of resolution (*Superior Court, Human Rights Commission, PERC, OCR, etc.*) may be utilized by an employee in place of arbitration, but in no case will arbitration be allowed or utilized in addition to alternative remedies such as those illustrated above.

SECTION 7. TIME LIMITS

If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of procedure.

SECTION 8. NO REPRISALS

No reprisals of any kind will be taken by the Board or the Superintendent against any employee because of his/her participation in this grievance procedure.

SECTION 9. DISTRICT/ASSOCIATION COOPERATION

The Board and the Superintendent will cooperate with the Association in its investigation of any grievance; and further will furnish the Association such information as is requested for the processing of any grievance.

SECTION 10. GRIEVANCE FORMS

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Parties so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Association.

ARTICLE X – DURATION

A. This agreement shall be effective as of **September 1, 2023** and shall continue in effect until **August 31, 2026**

B. Effective **April 1, 2026** this agreement shall be opened for the purpose of negotiating the annual salary and fringe benefit changes.

APPENDIX A Part 2 SALARY SCHEDULE 2023-2024

WISHRAM SCHOOL DISTRICT #94

2023-2024 CERTIFICATED SALARY SCHEDULE

*Increased by 3.7% IPD +2%

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
\$0	\$51,297	\$52,685	\$54,118	\$55,559	\$60,175	\$61,502	\$66,119	\$69,095
\$1	\$51,990	\$53,395	\$54,848	\$56,349	\$61,015	\$62,187	\$66,851	\$69,807
\$2	\$52,647	\$54,065	\$55,535	\$57,153	\$61,804	\$62,874	\$67,525	\$70,514
\$3	\$53,324	\$54,757	\$56,242	\$57,911	\$62,554	\$63,527	\$68,166	\$71,228
\$4	\$53,989	\$55,485	\$56,978	\$58,705	\$63,377	\$64,212	\$68,881	\$71,965
\$5	\$56,427	\$57,058	\$57,687	\$59,511	\$64,161	\$64,906	\$69,559	\$72,704
\$6	\$57,136	\$57,775	\$58,412	\$60,326	\$64,957	\$65,618	\$70,250	\$73,408
\$7	\$58,393	\$59,044	\$59,694	\$61,713	\$66,410	\$66,954	\$71,649	\$74,901
\$8	\$60,284	\$60,957	\$61,628	\$63,816	\$68,575	\$69,052	\$73,817	\$77,183
\$9	\$60,284	\$62,979	\$63,673	\$65,938	\$70,811	\$71,174	\$76,052	\$79,534
\$10	\$60,284	\$62,979	\$65,743	\$68,170	\$73,109	\$73,409	\$78,351	\$81,947
\$11	\$60,284	\$62,979	\$65,743	\$70,468	\$75,515	\$75,708	\$80,755	\$84,422
\$12	\$60,284	\$62,979	\$65,743	\$72,694	\$77,985	\$78,097	\$83,225	\$87,007
\$13	\$60,284	\$62,979	\$65,743	\$72,694	\$80,516	\$80,569	\$85,755	\$89,647
\$14	\$60,284	\$62,979	\$65,743	\$72,694	\$83,060	\$83,113	\$88,465	\$92,390
\$15	\$60,284	\$62,979	\$65,743	\$72,694	\$85,220	\$85,276	\$90,766	\$94,794
\$16	\$60,284	\$62,979	\$65,743	\$72,694	\$86,924	\$86,980	\$92,579	\$96,688

APPENDIX A-3 - OPTIONAL DAY/HOURS APPROVAL FORM

Date_____

Wishram School
Optional Day/Hours Approval

Teacher name_____

Date extra work requested _____ Hours_____

Purpose of work

Teacher signature Date

Superintendent or Designee Approval Date

Actual time worked _____ (half/full day/ 2-HR increments)

Teacher signature Date

According to the CBA, 3 additional days may be used for professional development, and/or individual or team teacher activities related to preparation, planning or to assist at school events outside of regular work day, and can be performed in half day or full day or 2 hour increments.

Complete "Optional Day/hours Approval" form prior to performing additional payable hours. Submit approved form to payroll after payable work has been performed.

NOTIFICATION TO TEACHER OF EVALUATION PROCESS

Teacher Name: _____

Content/ Grade Level _____

FALL NOTIFICATION TO TEACHER OF EVALUATION PROCESS

Date:

_____ Comprehensive Summative Evaluation
Reason(s):

_____ Focused Summative Evaluation
Reason(s):

Evaluator: _____

Teacher: _____

SPRING NOTIFICATION TO TEACHER OF EVALUATION PROCESS

Date:

_____ Comprehensive Summative Evaluation
Reason(s):

_____ Focused Summative Evaluation
Reason(s):

Evaluator: _____

Teacher: _____

APPENDIX B

CLASSROOM TEACHER OBSERVATION/EVALUATION

<input type="checkbox"/>	Observation:	<input type="checkbox"/>	Evaluation:
<input type="checkbox"/>	First	<input type="checkbox"/>	Focused
<input type="checkbox"/>	Second	<input type="checkbox"/>	Comprehensive
<input type="checkbox"/>	Other	<input type="checkbox"/>	Probation

Teacher _____ Content/Grade Level(s) _____
 Evaluator _____ Date _____

Criterion 1: Centering Instruction On High Expectations For Student Achievement.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1.1 P1: Connection to standards, broader purpose and transferable skill					Add Scores From All Columns To Get a "Total Score"
1.2 P4: Communication of learning target(s)					
1.3 P5: Success criteria and performance task(s)					
1.4 SE3: Work of high cognitive demand					
1.5 CEC3: Discussion, collaboration and accountability					
Final Evaluation Rating Range Scored for Final Evaluation ONLY	1-5 Unsatisfactory	6-10 Basic	11-15 Proficient	16-20 Distinguished	

Comment:

CLASSROOM TEACHER OBSERVATION/EVALUATION

Criterion 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2.1 SE1: Quality of questioning					Add Scores From All Columns To

2.2 SE5: Expectation, support and opportunity for participation and meaning making					Get a "Total Score"
2.3 SE6: Substance of student talk					
2.4 CP6: Scaffolds the task					
2.5 CP7: Gradual release of responsibility					
Final Evaluation Rating Range Scored for Final Evaluation ONLY	1-5 Unsatisfactory	6-10 Basic	11-15 Proficient	16-20 Distinguished	

Comment:

CLASSROOM TEACHER OBSERVATION/EVALUTION

Criterion 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 P3: Teaching point(s) are based on students' learning needs					Add Scores From All Columns To Get a "Total Score"
3.2 SE2: Ownership of learning					
3.3 SE4: Strategies that capitalize on learning needs of students					
3.4 CP5: Differentiated instruction					
3.5 A6: Teacher use of formative assessment data					
3.6 SG3.1: Establish student growth goal(s)					
3.7 SG3.2: Achievement of student growth goal(s)					
Final Evaluation Rating Range Scored for Final Evaluation ONLY	1-7 Unsatisfactory	8-14 Basic	15-21 Proficient	22-28 Distinguished	

Comment:

CLASSROOM TEACHER OBSERVATION/EVALUTION

Criterion 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4.1 P2: Connection to previous and future lessons					Add Scores From All

4.2 CP1: Alignment of instructional materials and tasks					Columns To Get a "Total Score"
4.3 CP2: Discipline-specific conceptual understanding					
4.4 CP3: Pedagogical content knowledge					
4.5 CP4: Teacher knowledge of content					
Final Evaluation Rating Range Scored for Final Evaluation ONLY	1-5 Unsatisfactory	6-10 Basic	11-15 Proficient	16-20 Distinguished	

Comment:

CLASSROOM TEACHER OBSERVATION/EVALUTION

Criterion 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
5.1 CEC1: Arrangement of classroom					Add Scores From All Columns To Get a "Total Score"
5.2 CEC2: Accessibility and use of materials					
5.3 CEC4: Use of learning time					
5.4 CEC5: Managing student behavior					
5.5 CEC6: Student status					
5.6 CEC7: Norms for learning					
Final Evaluation Rating Range Scored for Final Evaluation ONLY	1-6 Unsatisfactory	7-12 Basic	13-18 Proficient	19-24 Distinguished	

Comment:

CLASSROOM TEACHER OBSERVATION/EVALUTION

Criterion 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
6.1 A1: Self-assessment of learning connected to the success criteria					Add Scores From All Columns To Get a "Total Score"
6.2 A2: Demonstration of learning					

6.3 A3: Formative assessment opportunities					
6.4 A4: Collection systems for formative assessment data					
6.5 A5: Student use of assessment data					
6.6 SG6.1: Establish student growth goal(s)					
6.7 SG6.2: Achievement of student growth goal(s)					
Final Evaluation Rating Range Scored for Final Evaluation ONLY	1-6 Unsatisfactory	7-12 Basic	13-18 Proficient	19-24 Distinguished	

Comment:

CLASSROOM TEACHER OBSERVATION/EVALUATION

Criterion 7: Communicating and Collaborating with Parents and the School Community.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
7.1 PCC3: Parents and guardians					Add Scores From All Columns To Get a "Total Score"
7.2 PCC4: Communication within the school community about student progress					
Final Evaluation Rating Range Scored for Final Evaluation ONLY	1-2 Unsatisfactory	3-4 Basic	5-6 Proficient	7-8 Distinguished	

Comment:

CLASSROOM TEACHER OBSERVATION/EVALUATION

Criterion 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
8.1 PCC1: Collaboration with peers and administrators to improve student learning					Add Scores From All Columns To Get a "Total Score"
8.2 PCC2: Professional and collegial relationships					
8.3 PCC5: Supports school, district and state curriculum. Policy and initiatives					

8.4 PCC6: Ethics and advocacy					
8.5 SG8.1: Establish student growth goal(s), implement, and monitor growth					
Final Evaluation Rating Range	1-5 Unsatisfactory	6-10 Basic	11-15 Proficient	16-20 Distinguished	

Comment:

Final Summative Evaluation Report

Final Summative Evaluation Report					Criteria Score
Criteria 1: Centering Instruction On High Expectations For Student Achievement.					
Criteria 2: Demonstrating Effective Teaching Practices					
Criteria 3: Recognizing Individual Student Learning					
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum					
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment					
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning					
Criteria 7: Communicating and Collaborating with Parents and the School Community.					
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning					
Enter "total criteria score"					
Preliminary summative rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Rating
Overall "Rating Range"	8-14	15-21	22-28	29-32	

Final Comprehensive Evaluation
Final Focused Evaluation

Student Growth Sub-Criteria	3.6	3.7	6.6	6.7	8.5	Total
Score						
			Low	Average	High	Student Growth Rating
Overall Student Growth "Rating Range"			5-12	13-17	18-20	

Final Summative Rating Chart

<i>CRITERION SCORE</i>	<i>STUDENT GROWTH SCORE</i>	<i>FINAL SUMMATIVE RATING</i>
DISTINGUISHED Criterion Score 29-32	HIGH 18-20 OR AVERAGE 13-17	DISTINGUISHED
	LOW 5-12	PROFICIENT 1 Year Student Growth Plan
PROFICIENT Criterion Score 22-28	HIGH 18-20 OR AVERAGE 13-17	PROFICIENT
	LOW 5-12	PROFICIENT 1 Year Student Growth Plan
BASIC Criterion Score 15-21	HIGH 18-20 OR AVERAGE 13-17	BASIC
	LOW 5-12	BASIC 1 Year Student Growth Plan
UNSATISFACTORY Criterion Score 8-14	HIGH 18-20 OR AVERAGE 13-17 OR LOW 5-12	UNSATISFACTORY Plan of Improvement

The teacher's final overall rating is (circle one): **Unsatisfactory** **Basic** **Proficient** **Distinguished**

Evaluator: _____ Date: _____

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

Employee: _____ Date: _____

The employee may add written comments in response to the evaluation report.

APPENDIX C - GRIEVANCE REVIEW REQUEST

Grievance # _____ School District _____

Distribution of Form

Expedited _____

1. Superintendent

yes no
Association

2.

3. Grievant Submit to Superintendent in duplicate:

Building

Assignment

Name of Grievant

Date Filed

STEP 1

A. *Date cause of grievance occurred:* _____

B. 1. *Statement of grievance:*

2. *Specific sections being grieved:* _____

3. *Relief sought:* _____

Signature of Grievant Date

C. *Disposition of Superintendent:*

Signature of Superintendent Date

D. *Disposition of Grievant:* _____

Signature of Grievant

Date

If additional space is needed in reporting, attach an additional sheet.

STEP 2

A. Date received by Board: _____

B. Disposition of Board: _____

Signature (Chairperson or designee) *Date*

C. Position of Association: _____

Signature (President or designee) *Date*

STEP 3

A. Date submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

_____ Date

APPENDIX E - JUST CAUSE/SEVEN KEY TESTS


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.

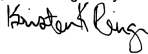
A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

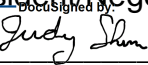
1. **NOTICE:** “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”
 2. **REASONABLE RULE OR ORDER:** “Was the Employer’s rules or managerial order reasonably related to (a) the orderly, efficient, and safe 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.

SIGNATORIES


WISHRAM EDUCATION ASSOCIATION

DocuSigned by:

 37DC0C70FEAA41B...
 President


DocuSigned by:

 86DF5C433FEA481...
 Vice President/Negotiating Team Member


DocuSigned by:

 C82638A5DF664D3...
 Secretary/Negotiating Team Member

BOARD OF EDUCATION

DocuSigned by:

 F77393B47E7D402

Chairman

DocuSigned by:

 2432648C0FA0418...
 Secretary of the Board

DocuSigned by:

 653E3ECE9EFD41A...
 Member of the Board

Member of the Board

Member of the Board

DATED: 7/7/2023
 Ratified by Wishram School Board

DATED: 7/5/2023
 Ratified by Wishram Education Association