

COLLECTIVE BARGAINING AGREEMENT

between

LOON LAKE SCHOOL DISTRICT #183

and the

LOON LAKE EDUCATION ASSOCIATION

September 1, 2018– August 31, 2021

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PREAMBLE

This Agreement is by and between the Loon Lake School District No. 183 and the Loon Lake Education Association, pursuant to RCW 41.59

ARTICLE I – RECOGNITION AND AGREEMENT

Section 1 – Definitions

- A. The term “District” shall mean the Loon Lake School District, Stevens County, Washington State; or its agents.
- B. The term “Board” shall mean the Board of Directors of the District.
- C. The term “Association” shall mean the Loon Lake Education Association, which is affiliated with the Washington Education Association, the National Education Association and WEA-Eastern Washington UniServ Council.
- D. The term “Parties” shall mean the District and the Association.
- E. The term “Agreement” shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term “Employee” or “Certificated Employee” shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term “Day” shall mean any day the district business office is open for business with the public.
- H. The term “Superintendent” shall mean the chief administrative officer of the District or his/her designee.
- I. The term “President” shall mean the President of the Association or his/her designee.
- J. The term “Contract” shall mean the individual personal services contract issued to and signed by each employee.
- K. The term “Seniority” shall mean length of service within state as defined by WAC 392-121-264. Ties in seniority shall be determined by the employees first working day in the district.
- L. The term “RCW” shall mean the Revised Code of Washington.
- M. The term “WAC” shall mean the Washington Administrative Code.
- N. The term “OSPI” shall mean the Washington State Office of the Superintendent of Public Instruction.
- O. The term “PERC” shall mean the Washington State Public Employment Relations Commission.

Section 2 – Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all professional personnel in certificated positions as employed by the District. Such representation shall exclude the Superintendent, principal, confidential employees and short-term substitutes (i.e. those who have not worked more than 20 consecutive days in the same assignment, or more than 30 days within any 12-month period ending during the current or immediately preceding school year). The term “certificated employee” or “employee, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the bargaining unit as defined.

Section 3 – Contract Compliance

All regular individual certificated employee contracts between the Board and any individual certificated employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual certificated employee contract contains any language inconsistent with this Agreement this Agreement during its duration shall be controlling. If there is a conflict between this Agreement and any resolution, rule, policy or regulation of the District or its agents, the terms of the collective bargaining agreement shall prevail. RCW 41.59.910

Section 4 – Conformity to Law

The Agreement shall be governed by the Constitution and Laws of the United States, the Constitution and Laws of the state of Washington, and the rules and regulation of the Washington Administrative Code. If any provision or application shall have effect only to the extent permitted by law; all other provisions of the Agreement shall continue in effect.

Section 5 – Distribution of Agreement

- A. No later than thirty (30) days after the ratification and signing of the Agreement, the Association shall provide the District with a final proof of the Agreement for electronic distribution.
- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.
- C. The Agreement will be distributed electronically unless otherwise mutually agreed upon by the parties.
- D. All certificated individuals making application to the District may, in the District Office, examine a printed copy of this agreement. Newly hired employees shall be informed of how to access the agreement and may be provided a printed copy of the agreement upon request.

E. The Agreement shall be posted on the Loon Lake School District website.

Section 6 – Individual Contracts

- A. Each employee shall be issued an individual employment contract no later than May 15th of the current year, which shall be in conformity with Washington State law, State Board of Education regulations, and this Agreement.
- B. The employee will be issued the original contract for signature and return to the District. After the Board of Directors has signed contracts, a copy of said contract will be returned to the employee.
- C. An employee shall have ten (10) workdays to sign and return his/her contract after receipt of the contract.
- D. An employee under contract shall be released from the obligation of the contract upon request under the following conditions:
 - 1. A letter of resignation must be submitted to the School Board.
 - 2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
 - 3. A release from contract may be granted after July 1, provided a satisfactory replacement is obtained.
 - 4. A release from contract may be granted in case of illness or other personal matters, which make it impossible or impractical for the employee to continue in the District.

Section 7 – Employment of Certificated Employees

The Board shall in all instances employ certificated employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code, and by other such requirements as specified by the Office of the State Superintendent of Public Instruction.

Section 8 – District/Association Meetings

Association representative(s) shall meet with the Superintendent designee at mutually agreeable times during the school year to review the administration of this Agreement and other issues of mutual interest. The responsibility for scheduling these meetings shall be shared by the District and the Association.

Section 9 – Management Rights

All management rights, powers, authority and functions, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise shall be vested exclusively in the District.

ARTICLE II –BUSINESS

Section 1 – Dues Deduction and Representation Fees

- A. Upon receipt of written authorization from an employee, the District shall deduct dues and fees from an employee's monthly salary installments and shall continue to do so unless and until it receives notice to discontinue such deductions from the Washington Education Association.
- B. The District shall promptly notify the Association in writing of any new hires.

Section 3 – President Release Time

The Association President or designee, at his or her discretion, shall have five (5) days leave per year for Association business. The Association shall pay the cost of the substitute if one is required.

Section 3 – Association Rights

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. **Use of School Equipment:** The Association shall have the right to use district equipment at reasonable times when such equipment is not otherwise in use.
- B. **Association Business:** The Association shall have the right to transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations. Association representative shall suffer no intervention, undue delays, or harassment by the employer's representatives while representing an employee or while on Association business.
- C. **Use of District Bulletin Boards:** The Association shall have the right to post notices on District bulletin boards to be provided by the District in each faculty lounge, lunchrooms and other locations in each building in which employees are assigned.
- D. **Use of District Mail System:** The Association shall have the right to use the District mail system and employee mailboxes for communication purposes.
- E. **Use of District Facilities:** With District approval, the Association shall have the right to use District facilities provided there shall be no interference with the District's educational program and is subject to District facilities policy.
- F. **Exclusivity:** In recognition of the Association's status as the officially recognized legal bargaining representative of employees, the rights granted in this Agreement to the Association shall not be granted to any competing labor organization.

- G. **School District Budget, Financial Reporting, Board Agenda and Minutes:** The District shall provide the President with a copy of the District's proposed annual budget at the same time it is available to the public two (2) weeks prior to the budget hearing. The Association shall then be given the opportunity to make such recommendations and comments as it deems appropriate to the Board concerning the proposed budget prior to the adoption of said budget. The District shall provide the President with a copy of the adopted budget immediately following its adoption.

Additionally, the District shall provide the President with at least one (1) copy of the Board meeting agenda at the time it is given to Board members. Attached to the agenda shall be all non-confidential materials given to board members.

- H. **New Employees:** By September 1 or within three (3) days of hire for employees hired after September 1, the District shall provide the Association with a list of names of newly hired employees and their contact information. The Association shall be able to meet with new employees ninety (90) days after their hire date for a minimum of thirty (30) minutes during regular work hours.

ARTICLE III – EMPLOYEE RIGHTS

Section 1 – Due Process

- A. **Just Cause:** No employee shall be disciplined without just cause.
- B. **Due Process:** Any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action. Such action may include verbal warning, written reprimands and suspension with or without pay, except in situation where the gravity of the problem or the severity of the employee's conduct warrants different action.
- C. **Right to Representation:** In any disciplinary action to which an employee is a party, that employee shall be afforded the right to representation at such action. The specific reasons for the proposed action shall be given to the employee prior to any action being taken by the administration.

Section 2 – Notice of Probation and Disciplinary Action

In the event any employee is placed on probation or is given a formal disciplinary action, the District shall provide the President with notice of such action.

Section 3 – Personnel Files

- A. Certificated employees shall, upon request, have the right to inspect all contents of their complete personnel file kept at the District Office.

Anyone, at the certificated employee's request, may be present in this review.

- B. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be placed in the personnel file without the affected employee's knowledge and opportunity to attach his/her own comments. No material that makes derogatory reference to an employee's competence, character or manner and is not shared with the employee within ten (10) days of its receipt shall be used as the basis for any discipline or other adverse personnel action and shall not be admissible in to evidence by the District in any grievance, arbitration or other adjudicatory proceeding.
- C. Certificated employees who wish documents removed from their personnel file may submit a written request to the administration identifying the objectionable document. The document may be removed after one (1) year unless there is a legitimate reason for retention.
- D. No processed grievances may be placed in the personnel file.
- D. Principals' working files will be available for review by the employee at the employee's request. Said files shall be purged at the end of each school year or no later than June 30, except for the employee's previous year's evaluation and goals.

Section 4 – Academic Freedom

Employees shall be entitled to freedom of discussion, methods and practices within the classroom on all matters that are within the District approved methods and practices, relevant to the subject matter under study and within their professional competence. Whenever an employee intends to inject into course items that might reasonably be anticipated as controversial, the administration should be consulted for their advice.

Section 5 – 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 Loon Lake School. 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 requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measure 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 specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

- C. Instances where student behavior warrants suspension or expulsion from school, such student shall be afforded an opportunity for a hearing and due process in accordance with federal and state laws and adopted Board policies. Such disruptions or distractions shall be carefully documented specifying dates of occurrence and specific acts. Before re-admittance to class, there shall be a meeting between the student, parent or guardian, principal and the employee specifying the future behavior expectations of the student.
- E. Consistent with RCW 28A.600.020, any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an employee's immediate supervision may be excluded by the employee from the individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two (2) days, or until the principal or designee and employee have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.
- F. Discipline procedures are covered in the Student Handbook.
- G. The Superintendent will meet with the certified staff annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
- H. The District will notify a teacher at least one (1) day prior to placing into his/her class a new student whom they have reason to believe may cause security or safety problems.

Section 6 – Staff Protection

- A. **Liability:** Employees shall be included as insured on District liability policies, as provided by RCW 28A.400.360 and 28A.400.370, subject to the terms of such policies. Administrative procedures shall be developed for the protection of the District's employees. Such procedures will provide guidelines for employees who, in the performance of their assigned duties, are threatened by individual or groups.
- B. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. The Superintendent shall report precautionary measures for the employee's safety to the employee and the President at the earliest possible time.
- C. **Legal Assistance:** Legal counsel shall be provided, through insurance, to any employee against whom a lawsuit is initiated, provided such employee at the time of the act or omission

complained of was acting within the scope of his/her employment or under the direction of the District.

- D. **Absence Due to Assault or On-the Job Injury:** Whenever an employee is absent from employment and unable to perform his/her duties as a result of injuries sustained in the course of employment, or in the event that an employee has been physically disabled because of an assault of his/her person in the course of his/her employment, the District may grant the injured employee leave for a period not to exceed one (1) year. During such a period of disability, the employee may utilize his/her sick leave account to compensate for the difference in the amount of worker's compensation, if applicable, of his/her regular salary to the limits of his/her accrued sick leave account. Sick leave account shall be reduced in the same ratio as the pay-out bears to his/her total salary. All benefits such as retirement, social security, sick leave, and salary placement may be maintained by the District.
- E. **Professional Liability:** The District shall hold employees harmless and defend from any financial loss, including reasonable attorney fees for any actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee within or without District building, provided employee, at the time of the act or omission complained of, was acting within the scope of his/her employment under the direction of the District.
- F. **Self-Protection:** Employees may use reasonable measures with a student, patron or other person as is necessary to protect him/her self from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.
- G. **Property Replacement:** The District shall reimburse employees for replacement of personal property damaged, destroyed or stolen while the employee is engaged in the duties of his/her employment. The employee shall provide the District written notification when such personal property is used by the employee.
- H. **Dangerous Students:** The District shall inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms or behaviors that could present a health or safety problem to the employee or other students. The District shall present specific information about known symptoms and/or behavior pattern(s) of such student(s) to employees in advance of assigning such students to employee supervision. The District shall meet in advance of assigning such students to employee supervision. The District shall meet with employee(s) in advance of such assignment(s) to discuss strategies for managing these situations and for outlining District resources and assistance that shall be available to such employee(s) prior to such assignments being implemented.
- I. **Short Term Removal:** Employees shall have the right to exclude a disruptive or violent student from their classroom for the balance of any class period. Such student may not be returned to that classroom without a conference between the employee, the student, the appropriate administrator and, if appropriate, the parent or guardian of the student; and until

a satisfactory program has been established to prevent re-occurrences, to assure health and safety of everyone involved, or that otherwise satisfactorily deals with the problem.

Section 7 – Nondiscrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, sexual orientation including gender identity, marital status, race, color, creed, national origin, religion, political affiliation, personal and private life, honorably discharged veteran or military status, use of a trained dog guide or service animal or the presence of any sensory, mental or physical disability unless such factors prevent the employee from performing the duties of the position.

Section 8 – Harassment

- A. For purposes of this Agreement the terms “harass” and “harassment” shall mean words, gestures (including offensive touching) and/or other actions which threaten the individual and serve no legitimate professional purpose.

- B. The District shall investigate and take appropriate action, including the possibility of disciplinary action when an individual or group of individuals complains that he/she/they have been harassed (including sexual harassment) by a member or members of the District or Association respectively. The Parties shall cooperate in conducting investigations of alleged harassment. Following the investigation, the District shall produce a written report, which shall be shared with the Association and shall include finding and recommendations. The term “sexual harassment” shall mean deliberate verbal, visual or physical advances, including touches and gestures, made within the work setting which are unwelcome by the person to whom they are intended. Such unwelcome conduct shall constitute harassment when submission to the conduct:
 - 1. Is made as term or condition of employment, or
 - 2. Results in a denial of a promotion or other career enhancing opportunities, or
 - 3. Interferes with work performance or otherwise creates an intimidating, hostile or abusive working environment.

ARTICLE IV – CONDITIONS OF WORK

Section 1 – Class Size

A. The District shall take steps to limit class size as follows:

Grades K-3	25
Grades 4-6	27

In the event class size exceeds the numbers as listed above, the Superintendent and the affected classroom teacher shall meet and choose of the options below:

Option One: One (1) hour of para-educator time per day for the first student over the number listed above, one-half (1/2) hour of para-educator time per day for additional students above the number listed above based on student enrollment determined on a monthly basis.

Option Two: Five dollars (\$5.00) per student per day over the number listed above based on student enrollment determined on a monthly basis. This option shall not apply if the employee accepts the combination class stipend provided for in B. **Certificated** specialists shall receive \$3.00 per student over the class size number as listed above for each half hour of instruction.

B. Combination Classes

If the District determines that a combination classroom is necessary due to student numbers and budgetary constraints, the District agrees to consult with the association leadership to review the reasons for the combination assignment. The District retains the authority to do combination classes, and the obligation to consult shall not prevent or delay the District's decision.

Teachers who lead combination classrooms, including specialist and physical education instructors, shall receive a stipend of \$3,000 for the school year that they teach the class. Should a combination class be dissolved after the beginning of the year, this stipend will be prorated on a monthly basis. Should an employee be assigned to lead a combination class for less than a full day or week, this stipend shall be prorated accordingly.

Section 4 – Instructional Materials and Professional Development (Article IV, Section 4)

A. Kindergarten through sixth grades, special education, physical education, music, and home-link weekly on-site classes shall be allotted One Hundred Fifty Dollars (\$150.00) for classroom supplies each year. Beyond this, individual employees shall have access to Five Hundred Dollars (\$500.00) per year, beginning August 1st and submitted no later than June 15th, for:

1. The purchase of supplies for supplemental instructional use in the classroom;

2. The cost of professional development classes excluding those required or approved by the District; or
 3. A combination of both.
- B. The District and Association will work together to create a form for employees to track expenses, and receipts must be submitted with such forms.

Section 5 – In-service Training

The District shall provide in-service training for district programs including but not limited to STEM, curriculum, instruction or other identified educational topics. Employees and the District will work to plan and conduct activities related to staff development needs. Attendance is voluntary.

Section 6 – Preparation Time

Employees shall be guaranteed a minimum of 880 minutes of preparation time during each school month, divided as much as is practical into equal blocks of preparation time for each student contact day, excluding field trips. If an employee loses preparation time due to District requirements such as filling in for another employee or mandatory meetings, the employee shall be compensated for such time at his/her prorated rate of compensation, excluding field trips.

Section 7 – Early Release Time

The District will provide one hundred eighty (180) student contact days. Three (3) days (one per trimester) will require early release for the preparation of report cards. In order to provide time to prepare report cards, students will be released at 12:30 p.m. at the end of each report card grading period.

Section 8 – Employee Facilities

In order to permit certificated employees to enhance and better prepare their classroom instructional program, the District shall provide and maintain the following in good working order:

1. Space for storage of instructional materials and supplies,
2. Materials and supplies for the preparation of instructional materials,
3. Desk, chair and filing cabinet for each classroom,
4. A Computer for each employee,
5. Phone system

6. Keys for required areas needed in the instructional program. The employee shall replace last keys.
7. Appropriate devices and equipment to record, view and store audio and video materials.

Section 9 – Non-instructional Duties

The District will not require employees to supervise before school, mid-morning recess or during the student lunch period.

Section 10 – Staff Development

- A. Effective staff development is necessary in providing continuing opportunities for employees. To that end, the District may from time to time implement employee development activities. Curriculum days, half or full, will be devoted to enhancing teacher development. Staff development activities may involve the following:
 1. Released time for classroom observation and visitation,
 2. Released time for staff development workshops,
 3. Released time for workshops and classes developed to meet student needs,
 4. Released time for assistance for staff involved in curriculum innovation and change,
 5. Released time for compliance with certification requirements.
- B. The Association may recommend to the District topics for after school courses, workshops, conferences and programs designed to improve instruction.

ARTICE V –FISCAL

Section 1 – Employee Work Year

The employee work year shall be one hundred-eighty (180) teaching days and seven (7) TRI days as defined below.

Section 2 – Time, Responsibility, and Incentive (TRI) Pay, Supplemental Contracts

1. **Time/Days:** Employees shall have seven (7) days available, paid at the employee's per diem rate of pay.
2. **Use:** TRI pay must be used and claimed between September 1st and August 31st of the current year. TRI pay shall be used for:
 - a. One (1) day, prior to the first student day, for set up and preparation
 - b. One (1) day, prior to the first student day, for District directed staff meetings.
 - c. One (1) day for other District directed staff meetings, activities, or events outside of the 180 contact days that can be scheduled before, after, or during the student school year, to be paid during the month of said staff meeting, activity, or event. The day shall be mutually agreed upon by the parties. Employees shall be notified of the date of this day at least thirty (30) days in advance. If the District chooses not to direct a staff meeting, activity, or event, this day can be paid in June, July, or August for professional responsibilities outside the regular work day after submittal hours as required by the District process.
 - d. One (1) day for end-of-the-year classroom tasks.
 - e. Three (3) days for professional responsibilities outside the regular work day. Payment will be made after submittal hours as required by the District process.

Section 3 – Employee Workday

- A. Employees shall be in their building one-half hour prior to the start of the student day and shall remain one-half hour after the end of the student day. The length of the assigned work day shall be substantially the same for all teachers and will consist of seven and one-half (7 ½) consecutive hours including thirty (30) continuous minutes duty free lunch.
- B. In addition to regular building hours, faculty meetings after the student day will be held within the half-hour provision.

- C. Consistent with the requirements of being available for a specific student or parent conference (WAC 180-44-050), an individual educator may, upon specific approval of the District:
 - 1. arrive late or leave directly after the end of the student day in order to attend a class, professional meeting or activity;
 - 2. for personal reasons not possible to complete at a different time that requires his/her attendance;
 - 3. for those voluntary extended day program services, he/she has or will provide to the students or to the District for which substantially extended the work day;
 - 4. for meetings or duties which the employees are requested or directed to attend.
- D. Employees will be allowed to leave their assigned duty site immediately after the close of the student day prior to the beginning of a scheduled holiday period, and on days they have been requested to return to school or another site to attend a scheduled evening meeting event (i.e. PTA, holiday programs, etc.).

Section 4 – Calendar and Emergency Closure

- A. The District will consult with the Association prior to adopting the school calendar or making changes to it due to emergency school closures.
- B. In the event of school closure by state or local agencies, the District will abide by SPI's determination of whether the time needs to be made up, and if the state pays the apportionment for the days missed, the District will pay the employees for those days.

Section 5 – Method of Salary Payment

- A. **Salary Schedule:** The employee's salary schedule shall be as found in Appendix A
- B. **Payment:** All regular contracted employees shall be paid in twelve (12) monthly equal installments. Payroll checks shall be issued on the last business day of each month.
- C. **Retroactively:** Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement.
- D. **Initial Placement:**

Certificate: All employees must possess a valid Washington State teaching certificate and endorsement(s).

- E. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an over payment or underpayment, the District and the employee shall work out a mutually agreeable plan for payback.

Section 6 – Insurance Benefits

- A. **Contribution:** The District shall provide the State funded allocation amount for Health Insurance Benefits as provided by the legislature.
- B. The District shall pay the Health Care Retiree Contribution on behalf of each employee as required by the state.
- C. **Sequence:** Dental, vision, group long-term disability and group term life insurance shall be the first dollar obligation for each employee working four (4) hours per day or more. Medical insurance may be purchased with the remaining dollars. Supplemental insurance may be purchased at the employee's option by employee payroll deduction.
- D. **Carriers:** Carriers for insurance coverage shall be mutually agreed upon annually by the Association and the District.
- E. Should the number of employee groups participating in the District's insurance program be reduced and thereby cause a negative impact on the overall insurance coverage of the District, the parties will meet to bargain insurance benefits prior to implementing any changes to the insurance program.
- F. **Annuities:** Each employee may participate in annuities and utilize payroll deductions to District recognized credit unions, health clubs, and other mutually agreed to establishments.
- G. **IRS Section 125 Plan:** The District will provide an IRS Section 125 plan for use by individual employees. The scope of this plan will be determined by the Association and the District.
- H. The parties may exchange information and ideas concerning health and other insurance benefits at District/Association meetings, but the terms and conditions for the provision of such insurance benefits shall be bargained by the parties.
- I. If any changes to the provisions of this Agreement shall become necessary to comply with state law, the parties shall reopen the agreement and bargain any such changes.

Section 7 – Other Deductions

Upon appropriate written authorization from an employee, the District shall deduct from the salary of any employee and make remittance for any jointly agreed to plan to annuities. Said remittance to be completed the last business day of the month.

Section 8 – Certificated Transportation Reimbursement

When acting in accordance with assigned duties, and with the approval in advance of the appropriate supervisor, transportation reimbursement for use of a person car by certificated employees shall be at the IRS rate per mile.

ARTICLE VI –LEAVES

Section 1 - Employee Absence

The District shall make a bona fide effort, whenever an instructional certificated employee is absent to hire a substitute certificated employee to fill the position during the absence of the regular employee.

Section 2 – Sick Leave

Employees shall be allowed twelve (12) days per year that may be used for illness, injury or emergency. The twelve (12) days for sick leave may accumulate to a total of 180 days or the maximum allowable by State law. Sick leave shall be granted for illness in the employee's immediate family, Immediate family shall be defined as the employee's child, spouse, domestic partner, parent, parent-in-law, or grandparent in accordance with state and federal laws.

Section 3 - Emergency Leave

Emergency leave is defined as a problem that has suddenly precipitated, is unplanned and where preplanning could not have relieved the necessity for the employee's absence. Immediate notification shall be given to the administration for such emergency leave.

Section 4 – Maternity Leave

- A. Absences for reasons of maternity will be treated as normal sick leave. Leave of absence without pay may be granted by the District after accumulated sick leave is exhausted. An employee shall notify the District in writing of the expected date of leave.
- B. As soon as an employee becomes aware of her pregnancy, it is appropriate for her to inform the administration of her condition so that they may make plans for possible alternative staffing. The employee may apply to the administration for maternity leave to take effect on a date upon which she will be unable to carry out her teaching assignment. A physician's recommendation will be the determining factor in deciding the last day of work and the first day to return to work.

Section 5 – Parental Leave

Up to ten (10) days of non-maternal childbirth leave shall be available for the father, parent and/or grandparent to be with the child during the time of birth or adoption of a child. Parenting leave shall be charged against the employee's sick leave balance.

Section 6 – Family Leave (unpaid)

Employees shall have access up to twelve (12) weeks for family leave.

Section 6 – Annual Sick Leave Buy-Back Option

Employees may cash in unused sick leave days above an accumulation of sixty (60) days of sick leave at a ratio of one full day's pay for each four days of accumulated unused sick leave (accumulated in the previous calendar year), in January of each year following any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one day per month.

Section 7 – Sick Leave Sharing

- A. The District shall provide employees with access to leave sharing (sick leave bank) in accordance with state law. An employee who has exhausted their sick leave shall be allowed to apply for shared sick leave. The employee will have a written estimate of days needed from a medical provider.
- B. The value of the leave transferred will be calculated on a day donated and day received basis. Any unused leave donated to this bank will be returned to the original employee who donated it on a prorated basis based on original contribution.
- C. Status of employees using Bank Days: Employees on leave using days from the Sick Leave Bank shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accumulated sick leave.
- D. Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability for the purpose of parental leave to bond with a newborn, adoptive or foster child.

Section 8 – Sick Leave Buy Back at Retirement or Death Conversion

- A. At the time of separation from employment due to retirement or death, an eligible employee or employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury. (RCW 28A.400.210) Finance – Conversion of Accumulated Sick Leave.
- B. The administration of this plan shall be in accordance with RCW 28A.400.210 – Employee attendance incentive program – Remuneration or benefit plan for unused sick leave and WAC 392-136 Finance – Conversion of Accumulated Sick Leave

Section 9 – Personal Leave

Employees shall be granted up to three (3) days of paid personal leave. Employees shall have the option to pay the substitute cost for one (1) additional personal day. An employee may carry over one (1) personal day in a school year for use in the following school year.

Section 10 – Bereavement Leave

- A. Up to five (5) days of bereavement leave with pay will be granted for each occurrence of death of immediate family. Immediate family for this purpose is defined as: spouse, parent, child, in-laws, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, or a person living in the same household as the employee. Up to three (3) days of bereavement leave with pay will be granted for each occurrence of death of a friend.
- B. If additional days are requested and approved due to extenuating circumstances, they will be deducted from the employee's sick leave.

Section 11 - Jury Duty and Subpoena Leave

Leave of absence with pay is allowed for jury duty or when required by subpoena to testify in a District related matter.

Section 12 – Military Leave

- A. Employees shall be granted military leaves of absence when required by law. While on leave, the teacher shall retain all benefits including seniority as though employment had been continuous in the District. Upon return from leave, the teacher shall be placed in the position last held or a similar position in the District.
- B. 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 employee's teaching assignment for a period not exceeding (21) calendar days beginning October 1st and ending the following September 30th. The employee shall receive normal District pay, however, there shall be no loss of privileges, vacations or sick leave to which the employer might otherwise be entitled according to RCW38.40.060.

Section 13– Leave of Absence (unpaid)

A leave of absence for one (1) year may be granted employees for study, teaching in another country, travel, child rearing or health condition. Upon return, the employee shall be placed in the position last held or a similar one.

ARTICLE – ASSIGNMENT, TRANSFER AND VACANCIES

- A. The District shall make every effort to assign employees and notify them of their assignments prior to June 1. In the event that an assignment must be made after that date, the Superintendent will notify the employee as soon as possible.
- B. In the determination of assignment and transfers, interests of the employees, certification and needs of the District shall serve as criteria.
- C. For employees who desire a transfer or reassignment, the following procedure shall be used:
 - 1. Any employee desiring to make a transfer in grade, subject, school or activity assignment must submit a written request to the Superintendent on or before May 15, in order to be eligible for consideration for such transfer to be effective the following year.
 - 2. The Superintendent designee shall notify each employee when a position is open.
- D. Employees will be given consideration in filling vacancies that occur within the District in accordance with the following procedure:
 - 1. Vacancies shall be publicized to the staff.
 - 2. The District shall give priority to fill vacancies and new positions with their present employees by guaranteeing an interview for present employees who are interested in the vacancy or new position.

ARTICLE VI – LAYOFF AND RECALL

Section 1 – Definitions

- A. **Layoff** – an action by the Board reducing the number of employees in the District due to financial emergency; it does not refer to decisions to discharge or non-renew an employee for cause.
- B. **Financial Emergency** – a significant loss of funding that requires the involuntary separation of employees.
- C. **Reduction in Force** – reduction of employees resulting from a financial emergency. Any employee placed on layoff status shall retain all accrued benefits as are regularly extended to any employee on leave.
- D. **Qualifications** – the appropriate Washington State Certificate for the subject and/or grade level to which the employee will be assigned.
- E. **Seniority** – length of service within the Loon Lake School District as of the employee’s first working day.
- F. **Voluntary leave** – leave requested and granted during a time of financial emergency for a period of up to one year.

Section 2 - Criteria for Reduction in Force

- A. Not later than May 15 of each year, or if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, then notification shall be no later than June 15th, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational program and services substantially at the same level for the next school year. The Board, due to limited financial resources, or levy loss, or elimination of the inter-district program, or projected drop in student enrollment, may adopt a modified or reduced educational program and identify those certificated employees who will be retained to implement such a modified program and those certificated employees, if any, whose contracts will not be renewed.
- B. In adopting a reduced educational program which will require reduction, modification, or elimination of positions involving certificated employees, the certificated employees required to implement the modified or reduced educational program or services shall be selected as hereinafter provided for each affected District.
- C. In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort shall be made to ascertain the number of certificated positions which will be open as a result of (a) voluntary or mandatory requirements, (b) normal resignations, (c) other transfers, and (d) leaves of absence.

Section 3- Procedure

- A. Certificated employees retained shall possess valid Washington State certificates as may be required for the position being filled. Qualifications for purposes of this section shall be those certification and qualifications on file and verified by the District as of May 1 each year.
- B. Employees will be grouped district-wide as to classroom categories and specialties. Specialties are defined as academic areas within the District curriculum.
- C. Certificated employees will be retained for available positions on the basis of seniority (years of experience within the Loon Lake School District) as long as the employee meets the needs of the District's modified or reduced education program.
- D. Each certificated employee will be evaluated for retention in any category or specialty in which he/she is qualified, without loss of seniority regardless of whether the employee was employed in such a position at the time of the reduced or modified educational program was adopted.
- E. If seniority rankings for a given position are equal the position shall be filled by "lot."

Section 4 - Reemployment

- A. All certificated employees who are not recommended for retention in accordance with these procedures and who are given a notice of non-renewal of contract shall be placed in an "employment pool" for possible reemployment for a period of two (2) years. Employment pool personnel will be given the first opportunity to fill open positions within their qualifications under the guidelines hereinbefore set forth. Members of the employment pool will also have first priority for substitute positions.
- B. Employees on layoff status shall be recalled in the order of most seniority, and must possess an appropriate Washington State Certificate for the subject and/or grade level and/or assignment to which the employee will be assigned.
- C. Employees who possess the appropriate Washington State Certificate may, in the discretion of the District, be placed in a position outside of their endorsed area should they agree to complete state endorsement requirements for that position, pursuant to WAC 181.82.105 and WAC 181.82.110.
- D. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing recall status for any full-time position. It is expressly understood that the failure of an employee to accept a position of less FTE than the position held prior to the layoff shall not remove the employee from the reemployment pool.

Section 5 - Layoff Benefits

- A. All long-term substitute positions shall be offered first to qualified employees on layoff status.
- B. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored 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.

- C. Those teachers placed on layoff status will be members of the employee pool as described in this contract.
- D. Insurance eligibility and benefits may be continued at the employee's own expense if allowed by the insurance carrier.

Section 6 - Employee Rights

Nothing in this provision shall preclude the employee's grievance and/or right to due process of law.

ARTICLE – EVALUATION

Section 1 - Purpose of Evaluation

- A. The purpose of evaluation is to encourage improvements in teaching and learning through the use of clear performance standards and authentic assessment practices. The evaluation process is intended to be respectful, meaningful, helpful, emphasize positive interaction between the evaluator and the person being evaluated, and provide support for professional growth. Certificated classroom teachers shall be evaluated during each school year in accordance with the following procedures and criteria.
- B. The parties agree that the following evaluation system for all classroom teachers is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:
1. An evaluation system must be meaningful, helpful, and objective;
 2. An evaluation system must encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
 3. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
 4. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.
- C. Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191A-050:
1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
 2. To identify particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance.
 3. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

Section 2 – Evaluator Qualifications

Each administrator, each principal, or other supervisory personnel who has responsibility for evaluating classroom teachers is required to have training in evaluation procedures. Before implementation of the revised evaluation systems required under RCW 28A.405.100, principals and administrators who have evaluation responsibilities must engage in professional

development designed to implement the revised systems and maximize rater agreement. (RCW 28A.405.120)

Section 3 – Classroom Teacher vs Non-Classroom Teacher

‘Classroom Teacher’ means a certificated employee who provides academically focused instruction to students. The term does not include school speech pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, school social workers, coaches, TOSAs who do not directly teach students, and other bargaining members who do not meet this definition. (WAC 392-191A-030)

Section 4 – Professional Development

Professional Development will be made available to support each teacher in learning the framework and the evaluation process (comprehensive and focused).

Section 5 – Definitions

- A. Criteria – the eight (8) State criteria
- B. Components – the sub-section of each criterion, based on instructional framework
- C. Evaluator - certificated administrator who has been trained per Section 2 and RCW 28A.405.120.
- D. Evidence - observed practice, products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator, including conversations between evaluator and teacher
- E. Artifact – A tangible product of learning.
- F. Not Satisfactory –
 - Level 1: Unsatisfactory – receiving a summative score of one (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 (5) years of teaching experience and if a summative score of two (2) has been received two (2) years in a row or two (2) years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level
- G. Student Growth – the change in student achievement between two points in time
- H. The term “**Observation**” shall mean the gathering of evidence made through classroom or worksite visits, activities outside of the classroom or worksite, or evidence provided by the teacher, for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.
 - 1. A “**Formal Observation**” shall mean a documented observation that is prescheduled.

2. An “**Informal Observation**” shall mean a documented observation that is not required to be pre-scheduled.

Section 6 – State Criteria

The Eight (8) State Criteria are as follows:

- A. Centering instruction on high expectations for student achievement,
- B. Demonstrating effective teaching practices,
- C. Recognizing individual student learning needs and developing strategies to address those needs,
- D. Providing clear and intentional focus on subject matter content and curriculum,
- E. Fostering and managing a safe, positive learning environment,
- F. Using multiple data elements to modify instruction and improve student learning,
- G. Communicating and collaborating with parents and the school community, and
- H. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

Section 7 – Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Danielson.

Section 8 – Criterion Performance Scoring

Each rating will be assigned the following numeric values:

- A. Unsatisfactory – 1
- B. Basic – 2
- C. Proficient – 3
- D. Distinguished – 4

Section 9 – Summative Performance Rating

A classroom teacher on comprehensive evaluation 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 per the OSPI summative evaluation scoring bands as follows:

- A. 8-14—Unsatisfactory
- B. 15-21—Basic
- C. 22-28—Proficient
- D. 29-32—Distinguished

Section 10 – Student Growth (SG) Criterion Score

- A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the OSPI student impact scoring band as follows:
1. 5-12—Low
 2. 13-17—Average
 3. 18-20—High
- B. The process for student growth goal setting will follow the language set forth in the Washington State Criteria for Teachers.
- C. Criteria SG 3.2 and SG 6.2 clarify language to be used in goal setting. Use of specific percentages will not be required in establishing goals.
1. Unsatisfactory - No evidence of growth for most students
 2. Basic - Some evidence of growth for some students
 3. Proficient - Clear evidence of growth for most students
 4. Distinguished - Evidence of high growth for nearly all students
- D. Criterion SG 6.1 clarifies group size for goal setting for this criterion. Goals are set for a “whole classroom.”
- E. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate. As used in this subsection, "student growth" means the change in student achievement between two points in time. (RCW 28A.405.100)
- F. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, he/she must be automatically moved to the 3 – Proficient level for his/her summative score. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating. Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator (WAC 392-191A-080, WAC 392-191A-100):
1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on classroom, school, District and state-based tools and practices;
 2. Examine extenuating circumstances possibly including: goal setting process; content and expectations, student attendance, and the extent to which curriculum, standards and assessment are aligned;

3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
4. Create and implement a professional development plan to address student growth areas. (WAC 392-191A-100)

Section 11 – Procedural Components of Evaluation

- A. Notification: The teacher will be notified by October 1st each year of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.
- B. Evidence:
 1. The evaluator and employee 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 artifacts and evidence provided by the teacher may be used to determine the final evaluation score.

Section 12 – Electronic Monitoring

Electronic devices will not be used to listen to or record the procedures of a class for evaluation purposes without teacher permission.

Section 13 – Comprehensive Evaluation Process

- A. A comprehensive evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four years. Provisional teachers shall be evaluated using the comprehensive process during each year of their provisional status.
- B. Evaluators must observe all classroom teachers for the purposes of a comprehensive evaluation at least twice each school year in the performance of their assigned duties. Evaluators must observe all employees who are subject to a comprehensive evaluation for a period of no less than sixty minutes during each school year.
- C. Evaluators must observe new employees at least once for a total observation time of thirty minutes during the first ninety calendar days of the new employee's employment period.
- D. Evaluators must observe employees in the third year of provisional status at least three times in the performance of the employee. The total observation time for the school year must not be less than ninety minutes for such employees.
- E. Following each observation, or series of observations, the principal or his/her designee must:
 1. Promptly document the results of the observation in writing; and
 2. Provide the employee with a copy of the written observation report within three days after such report is prepared.

- F. Each classroom teacher will have the opportunity for a minimum of two (2) confidential conferences during each school year with his/her principal or principal's designee either:
 - 1. Following receipt of the written evaluation results; or
 - 2. At a time mutually satisfactory to the participants.

- F. The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics. (WAC 392-191A-070)

Section 14 – Final Summative Evaluation

An overall summative score shall be derived by a calculation of all criterion scores and determine the final four-level rating based on the superintendent of public instruction's determined summative evaluation scoring band. Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence. Evaluators must analyze the student growth score in light of the overall summative score and determine outcomes. (WAC 392-191A-080)

Section 15 – Focused Evaluation Process

- A. The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process and will include evaluation of one (1) of the eight (8) State criteria. If a non-provisional teacher has scored at Proficient or higher the previous year on the comprehensive evaluation, he/she may be evaluated using the Focused Evaluation, provided that the teacher may only remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation.
- B. 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.
- C. One (1) of the eight (8) evaluation criteria must be assessed in a focused evaluation. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. (WAC 392-191A-120)
- D. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- E. 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. The criterion may be an area of expertise to be further developed or a criterion that would benefit from additional attention. If the teacher selects criterion 3, 6, or 8, the student growth rubrics within those criterion, shall be scored. If criterion 1, 2, 4, 5, or 7 is chosen, the teacher must complete the student growth components in criterion 3 or 6 as per WAC 392-191A-120.

1. If the evaluation of the certificated classroom teacher includes an assessment of a criterion that requires observation the following shall apply: School districts must observe all classroom teachers for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. School districts must observe all employees who are subject to a focused evaluation for a period of no less than sixty minutes during each school year. (WAC 392-191A-110)
 2. Observations for the focused evaluation shall follow the process set forth in the Comprehensive Evaluation Process, above.
- F. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide the evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
- G. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th. (WAC 392-191A-120)

Section 16 – Support for Basic and Unsatisfactory Performance

When a teacher with more than five years of experience receives a summative evaluation score below proficient, the following options for support from the District and Association, as agreed between the employee and evaluator, may include:

- A. Workshops
- B. In-service Training (may be required as per RCW 28A.405.140)
- C. Peer coaching
- D. Reading materials
- E. Mentorship (may be required as per RCW 28A.405.140)
- F. Release time to observe colleagues' instruction

Section 17 – Probation

- A. Any time after October 15th a classroom teacher whose work is judged not satisfactory based on the scoring criteria the employee shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.
- B. The purpose of the probationary period is to give the employee opportunity to demonstrate improvement in the area of deficiency.
 1. The following comprehensive summative evaluation performance ratings mean a classroom teacher's performance is judged not satisfactory:

- a. Level 1 – Unsatisfactory or
 - b. Level 2 – Basic – if the teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.
- 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 evaluation of their teaching effectiveness in the out-of-endorsement assignments per WAC 181-82-110.
- D. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
- E. A probationary period of sixty (60) school days will be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Level 2.
- F. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300.
- G. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
- H. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
- I. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by ESD 101 and selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.
- J. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

- K. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.
- L. A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a provisional employee or a continuing contract employee with five (5) or fewer years of experience, or of Level 3 or above for a continuing contract employee with more than five (5) years of experience. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
- M. When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below Level 2 for two (2) consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive [comprehensive summative] evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.
- N. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and plan of improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. In the case of a classroom teacher who has been transitioned to the revised evaluation system, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings required to be removed from probation per RCW 28A.405.100.
- O. This reassignment may not displace another employee, nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term. (RCW 28A.405.100)
- P. 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. (RCW 28A.405.300)

Section 18 – Evaluation Results

Evaluation results shall be used:

- A. To acknowledge, recognize, and encourage excellence in professional performance.

- B. To document the level of performance by a teacher of his/her assigned duties.
- C. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- D. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- E. As one (1) of multiple factors in making human resource and personnel decisions.

Section 19 – Implementation of the Law

Should any conflict arise between this procedure and the law, the law shall be controlling.

ARTICLE - GRIEVANCE

Section 1 – Purpose

The purpose of the grievance procedure shall be to provide a means of resolution of disagreements arising from the interpretation or application of this Agreement.

Section 2 - Definitions:

- A. A grievance is an alleged misinterpretation or misapplication of the terms and conditions of this Agreement.
- B. Grievant shall mean a certificated employee, a group of certificated employees or the Association.
- C. Days shall mean employee contracted work days. When a grievance has not been resolved by the end of the contracted work year, days shall mean any day on which the District Office is open for business with the public.

Section 3 – Time Limits

- A. Within twenty (20) working days following the act or condition which is the basis of the complaint, the grievant and/or Association may institute the procedure. The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum, and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended by mutual consent of the grievant/Association and the District. To the extent that time limits are expressed in days, the term days shall mean any day the district business office is open for business with the public.
- B. Failure to submit a written grievance within twenty (20) days following the act or condition which is the basis of the grievance shall result in a waiver of the grievance, and the grievance shall automatically be dismissed and withdrawn. For all other timelines, failure by the Grievant or the Association to appeal to the next step within the specified timeline shall result in withdrawal of the grievance based upon the last decision or response by the District. Failure by the District to respond to the grievance within the specified timeline shall entitle the Grievant or the Association to appeal to the next step.

Section 4 – Procedure:

- A. **Step One – Informal:** An employee with a grievance shall discuss it first with the Building Administrator. If the employee desires, he/she may be accompanied by a member of the

Association. Every effort shall be made to resolve the grievance at this level in an informal manner.

- B. **Step Two – Superintendent:** If within ten (10) working days of the informal meeting the grievance is not resolved, it may be reduced to writing per Appendix B of the Agreement and submitted to the Superintendent who will then have ten (10) days to respond.
- C. **Step Three – Appeal to the Board (Optional Step):** Within ten (10) working days following the receipt of the Superintendent’s decision, the grievant may appeal to the Board of Directors. The Board of Directors shall grant a hearing as soon as possible, but not more than twenty (20) days after receipt of the appeal.
- D. **Step Four – Arbitration:**
1. If within fifteen (15) days the grievant and/or Association is not satisfied with the disposition of the grievance at Step Two or the optional Step Three, the grievant may request in writing that the Association appeal the decision of the School Board to binding arbitration.
 2. The District and the Association agree to use the voluntary rules of the American Arbitration Association with the following exceptions:

If mutual agreement is not possible, an arbitrator will be chosen by the Association and the District from a list of arbitrators supplied by the American Arbitration Association by alternately striking one name at a time from the list. The first to strike a name shall be determined by lot. The arbitrator whose name remains on the list shall serve for the grievance.
 3. Upon agreement, the District and Association may elect to request an arbitrator either from the Public Employees Relations Commission (PERC) or the Federal Mediation Conciliation Services (FMCS).
 4. The decision of the arbitrator shall be final and binding on both parties.
 5. The arbitrator shall be without authority to modify, supplement, or amend any terms or conditions of this Agreement, nor to remand an issue back to the parties for negotiations as a part of any award.
 6. Employees subject to non-renewal, discharge or other adverse contract action under state law shall pursue his/her remedies through either the statutory appeal procedure or the grievance and arbitration procedures under this Agreement, but not both.

Section 5 – Arbitration Costs

The cost for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the District and the Association. All other costs, including attorney's fees, will be borne by the party incurring them.

Section 6 – Jurisdiction of the Arbitrator

The arbitrator shall have no power or authority to entertain any grievance or rule on any of the following; 1) the termination of services or failure to reemploy any provisional employee; 2) the termination of services or failure to reemploy any employee under a supplemental contract; 3) any matter involving employee evaluation or any matter relating thereto, provided that compliance with the evaluation procedures shall be subject to the grievance procedure; 4) any matter related to management rights.

Section 7 – Released Time

With the exception of the arbitration hearing, every effort will be made not to interfere with the education process. Should the mutually scheduled processing of any grievance require that an employee(s) be released from his/her assigned duties, he/she shall be released without loss of pay or benefits.

Section 8 – Representation

At each formal step in the procedure, the grievant may be represented by a representative of the recognized employee organization; however, the organization shall not be obligated to represent any grievant at any step of the procedure and whether it does so shall lie within its sole discretion. Any grievant shall have the right at any time to present grievances and to utilize each step of this procedure with counsel of his/her own choice. The Association is to be informed of any grievance procedure initiated by any individual represented by this Agreement.

Section 9 – Confidentiality

All matters pertaining to specific grievances shall be confidential information and shall not be disclosed or divulged by any participant in the grievance adjusting process or by any employee or director of the District. If the grievant so requests in writing, a record of the final adjustment of his/her grievance may be placed in his/her personnel file.

Section 10 – Freedom from Reprisals

Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, a representative of the recognized employee organization, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation in the grievance adjusting process.

Section 11 – Assistance in Investigation

During the course of any investigation by the recognized employee organization, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the organization and furnish to it such information germane to the grievance as the recognized employee organization may request.

Section 12 - Grievance Form

The form to be used when filing and processing any grievance(s) is incorporated herein and attached hereto as Appendix B.

ARTICLE VIII – TERM OF AGREEMENT

Section 1 – Term of Agreement

This Agreement shall be in force and effect from September 1, 2018 to August 31, 2021 and shall not be extended orally. Upon written notice given by the Association to the District in the spring of 2021, the Parties agree to exchange proposals and commence negotiations on a successor Agreement.

Section 2 – Re-opener Clause

This Agreement may be opened at any time for amendments by mutual consent of both parties.

In the event the State Legislature passes laws that effecting the terms and conditions of employment, and if such laws are subject to bargaining; negotiations shall be opened on such matters.

EXECUTED THIS _____ day of _____, 2018, at Loon Lake, Stevens County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT

FOR THE ASSOCIATION

Board Chair

Association President

Superintendent

Association Representative

APPENDIX A – SALARY SCHEDULE

2018 - 2019 Certificated Salary Schedule							
STEP	BA-0	BA-15	BA-30	BA-45	BA-90 / MA-0	BA+135 / MA-45	MA-90
0	\$41,999	\$43,134	\$44,308	\$45,488	\$50,353	\$54,133	\$56,570
1	\$42,565	\$43,714	\$44,905	\$46,134	\$50,913	\$54,733	\$57,152
2	\$43,103	\$44,264	\$45,467	\$46,792	\$51,477	\$55,284	\$57,731
3	\$43,658	\$44,831	\$46,047	\$47,412	\$52,011	\$55,808	\$58,316
4	\$44,202	\$45,426	\$46,649	\$48,063	\$52,571	\$56,393	\$58,919
5	\$46,199	\$46,714	\$47,229	\$48,723	\$53,141	\$56,950	\$59,525
6	\$46,779	\$47,301	\$47,822	\$49,390	\$53,724	\$57,516	\$60,102
7	\$47,807	\$48,340	\$48,873	\$50,526	\$54,817	\$58,661	\$61,323
8	\$49,357	\$49,907	\$50,457	\$52,247	\$56,535	\$60,435	\$63,190
9	\$49,357	\$51,562	\$52,132	\$53,986	\$58,273	\$62,265	\$65,116
10	\$49,357	\$51,562	\$53,825	\$55,812	\$60,103	\$64,147	\$67,092
11	\$49,357	\$51,562	\$53,825	\$57,694	\$61,984	\$66,116	\$69,119
12	\$49,357	\$51,562	\$53,825	\$59,517	\$63,939	\$68,137	\$71,233
13	\$49,357	\$51,562	\$53,825	\$59,517	\$65,963	\$70,209	\$73,396
14	\$49,357	\$51,562	\$53,825	\$59,517	\$68,047	\$72,427	\$75,643
15	\$49,357	\$51,562	\$53,825	\$59,517	\$69,816	\$74,311	\$77,609
16	\$49,357	\$51,562	\$53,825	\$59,517	\$71,211	\$75,795	\$79,160

2019 - 2020 Certificated Salary Schedule							
STEP	BA-0	BA-15	BA-30	BA-45	BA-90 / MA-0	BA+135 / MA-45	MA-90
0	\$43,259	\$44,428	\$45,637	\$46,853	\$51,864	\$55,757	\$58,267
1	\$43,842	\$45,025	\$46,252	\$47,518	\$52,440	\$56,375	\$58,867
2	\$44,396	\$45,592	\$46,831	\$48,196	\$53,021	\$56,943	\$59,463
3	\$44,968	\$46,176	\$47,428	\$48,834	\$53,571	\$57,482	\$60,065
4	\$45,528	\$46,789	\$48,048	\$49,505	\$54,148	\$58,085	\$60,687
5	\$47,585	\$48,115	\$48,646	\$50,185	\$54,735	\$58,659	\$61,311
6	\$48,182	\$48,720	\$49,257	\$50,872	\$55,336	\$59,241	\$61,905
7	\$49,241	\$49,790	\$50,339	\$52,042	\$56,462	\$60,421	\$63,163
8	\$50,838	\$51,404	\$51,971	\$53,814	\$58,231	\$62,248	\$65,086
9	\$50,838	\$53,109	\$53,696	\$55,606	\$60,021	\$64,133	\$67,069
10	\$50,838	\$53,109	\$55,440	\$57,486	\$61,906	\$66,071	\$69,105
11	\$50,838	\$53,109	\$55,440	\$59,425	\$63,844	\$68,099	\$71,193
12	\$50,838	\$53,109	\$55,440	\$61,303	\$65,857	\$70,181	\$73,370
13	\$50,838	\$53,109	\$55,440	\$61,303	\$67,942	\$72,315	\$75,598
14	\$50,838	\$53,109	\$55,440	\$61,303	\$70,088	\$74,600	\$77,912
15	\$50,838	\$53,109	\$55,440	\$61,303	\$71,910	\$76,540	\$79,937
16	\$50,838	\$53,109	\$55,440	\$61,303	\$73,347	\$78,069	\$81,535

2020 - 2021 Certificated Salary Schedule

STEP	BA-0	BA-15	BA-30	BA-45	BA-90 / MA-0	BA+135 / MA-45	MA-90
0	\$44,557	\$45,761	\$47,006	\$48,258	\$53,419	\$57,430	\$60,015
1	\$45,157	\$46,376	\$47,640	\$48,944	\$54,014	\$58,066	\$60,633
2	\$45,728	\$46,960	\$48,236	\$49,642	\$54,612	\$58,651	\$61,247
3	\$46,317	\$47,561	\$48,851	\$50,299	\$55,178	\$59,207	\$61,867
4	\$46,894	\$48,192	\$49,490	\$50,990	\$55,773	\$59,827	\$62,507
5	\$49,013	\$49,559	\$50,105	\$51,690	\$56,377	\$60,418	\$63,150
6	\$49,628	\$50,182	\$50,734	\$52,398	\$56,996	\$61,019	\$63,762
7	\$50,718	\$51,284	\$51,849	\$53,603	\$58,155	\$62,233	\$65,058
8	\$52,363	\$52,946	\$53,530	\$55,429	\$59,978	\$64,115	\$67,038
9	\$52,363	\$54,702	\$55,307	\$57,274	\$61,822	\$66,057	\$69,082
10	\$52,363	\$54,702	\$57,103	\$59,211	\$63,763	\$68,054	\$71,178
11	\$52,363	\$54,702	\$57,103	\$61,208	\$65,759	\$70,142	\$73,328
12	\$52,363	\$54,702	\$57,103	\$63,142	\$67,833	\$72,287	\$75,571
13	\$52,363	\$54,702	\$57,103	\$63,142	\$69,980	\$74,485	\$77,866
14	\$52,363	\$54,702	\$57,103	\$63,142	\$72,191	\$76,838	\$80,250
15	\$52,363	\$54,702	\$57,103	\$63,142	\$74,068	\$78,837	\$82,335
16	\$52,363	\$54,702	\$57,103	\$63,142	\$75,548	\$80,411	\$83,981

Disposition by Personnel Director* _____

Signature of Personnel Director

Date

Position of Grievant _____

_____ Step I answer satisfactory

_____ Step II review desired

Signature of Grievant

Date

STEP III

A. Date received by School Board _____

B. Disposition of School Board* _____

Signature of Board Chairman

Date

STEP IV

Position of Grievant and Association _____

_____ Step II answer satisfactory

_____ Arbitration requested**

Signature of Association Representative

Date

*Add additional page if necessary

**Required signature of Association president or designee

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