

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

GRAND COULEE DAM BOARD OF DIRECTORS

AND THE

GRAND COULEE DAM EDUCATION ASSOCIATION

Effective

September 1, 2021 - August 31, 2024

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PREAMBLE

Pursuant to RCW 41.59 this Agreement is made and entered into by and between the Grand Coulee Dam School District No. 301J Board of Directors, hereinafter called the "Board" or "District," and the Grand Coulee Dam Education Association, hereinafter called the "Association."

ARTICLE I - ADMINISTRATION

Section 1 - Exclusive Recognition

The Board recognizes the Association as the exclusive representative for all certificated personnel employed or to be employed by the Board except for the Superintendent, administrative personnel, principals, and any other certificated employees who may be excluded by law. The Board shall not negotiate with nor recognize any "employee organization" other than the Association as representing the certificated and conditional certificated employees of the District unless such organization has been certified as exclusive representative as provided by law.

When used hereinafter the term "employee" shall refer to all certificated and conditional certificated employees represented by the Association in the bargaining unit.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.

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

Except for the salary/compensation matters noted in this section, no other provisions of this Agreement shall apply to any category of substitute employee(s).

1. Long-Term Substitute

A long-term substitute is a temporary employee who has been employed as a substitute teacher in the same assignment for twenty (20) consecutive days in the District. Beginning on the twenty-first (21st) consecutive day of employment in the same assignment, the employee shall be considered a long-term substitute and a member of the bargaining unit. The long-term substitute shall be appropriately placed upon and paid pursuant to the Grand Coulee Dam EA Salary Schedule. If a break in consecutive days in the same assignment is caused by order of the County Public Health District the days will not affect or interrupt days of service during the first twenty (20) consecutive days.

2. Thirty-Day Substitute

A thirty (30) day substitute is a temporary employee who has been employed as an employee in various assignments including long-term substitute days for more than thirty (30) days within any twelve (12) month period ending during the current or immediately preceding school year, and who continues to be available as a substitute teacher in the District. Thirty (30) day substitutes shall be compensated at 70% of the first step of the current Grand Coulee Dam EA Salary Schedule beginning on the thirty-first (31st) day.

- If a substitute has at least thirty (30) days in the previous school year, he/she will remain at the thirty (30) day substitute rate for the school year.
- If a substitute has twenty (20) or more days in the previous school year, he/she will be able to carry over the days into the current school year.

- If a substitute has less than twenty (20) days in the previous school year, the days will not carry over and the days will start over.

Section 2 - Status of Agreement

This Agreement shall become effective when ratified by the Board and the Association and signed by authorized representatives thereof. This Agreement shall supersede any rules, regulations, policies, or resolutions of the District which is contrary to, or inconsistent with, its terms.

Section 3 - Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of the state of Washington. If any provision of this Agreement, or any application of the 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, but all other provisions and applications of the Agreement shall continue in full force and effect and such provisions shall be negotiated.

Section 4 - Agreement Compliance

All contracts shall be subject to and consistent with the terms and conditions of this Agreement or are subject to amendment and adjustment to conform with the immediate successor Agreements. If any contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 5 - Issuance of Contracts

Contracts shall be issued on or before the last academic day of the current school year. A contract with a standard rider shall be issued by the District to each employee eligible for continued reemployment. Contracts shall be delivered personally by supervisor or designee or sent by registered or certified mail. After receipt of the contract, employees shall have ten (10) days to return the contract to the site administrator or the School District Office.

ARTICLE II - BUSINESS

Section 1 - Association Rights

- A. The District shall make available to the Association President or designee a roster of all certified staff upon request.
- B. 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. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or assigned duties. It is the responsibility of the above mentioned Association representative to report to the building principal's office prior to contacting employees in individual buildings.
- C. The Association may use school equipment normally available to employees after school hours, provided that such equipment shall not be removed from school property. The building principal's office shall be notified prior to use of school equipment. Expendable supplies, in connection with such equipment use, shall be furnished or paid for by the Association.
- D. The Association may use school facilities during non-school hours provided that such use shall not interfere with normal school operations and that the Association shall give prior notice for any such activity or property use. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of District facilities and equipment. Any charges shall be at the same rental rate charged other groups.
- E. The Association shall be responsible for claims arising from accidents, theft, and loss or damage resulting from Association use of facilities and equipment.
- F. The Board agrees to furnish to the Association, in response to reasonable requests, all information which is public record.
- G. Inter-school and/or inter-district mail facilities and e-mail may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official and are not defaming to any individual or group.
- H. The Association may post notices of activities and matters of Association concern on designated employee bulletin boards, one of which shall be provided in each faculty lounge; provided such notices are labeled as Association materials and contain the name of the authorizing Association official and are not defaming to any individual or group.

Section 2 - Management Rights

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the District administration. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the

District operation by determining the methods, the means, and the personnel by which such operation is conducted.

All terms and conditions of employment not covered nor expressly limited by this Agreement shall remain under the District's direction and control.

Section 3 - No Strike/No Lockout

The Association agrees that during the term of this Agreement, it shall not cause or encourage its members to engage in any strike or other work stoppage. The District agrees it shall not lockout its employees.

In the event of a strike, sit-down, slow-down or picket against the District, all terms and conditions of this Agreement shall be suspended for the duration of such activities.

Section 4 - Distribution of Agreement

Within thirty (30) days following the ratification and signing of this Agreement the Association shall print and distribute copies of this Agreement to all employees. Additional copies shall be provided to the District. The cost of printing and distribution of the Agreement shall be borne equally by the District and Association. A copy of the Agreement shall be given each new employee by the District at the time his/her contract is signed.

Section 5 - Payroll Deductions

The Association shall have the exclusive right of automatic payroll deduction of membership dues for employees. Dues will be remitted to WEA.

Any employee who is a member of the Association, or who has applied for membership, shall sign and deliver an authorization form to the Association. Such membership authorization shall continue in effect from year to year. As stated on the membership form, members may revoke their membership in writing to WEA.

The Association shall submit a copy of each signed authorization form to the District office for processing. Amounts of annual dues deductions shall be made known by the Association to the District office by September 15 of each year.

Dues deductions for employees employed after the commencement of the school year shall be appropriately prorated.

Upon appropriate written authorization from an employee, the Board shall deduct from the salary of any employee, and make appropriate remittance for WEA-PAC, annuities, or any other plans or programs jointly agreed to by the Association and the Board.

Upon written authorization from an employee, the Board shall directly deposit the employee's check to the financial institution of the employee's choice.

Section 6 - Agency Shop

The Association shall indemnify and hold the District harmless for any and all costs of enforcement of this provision.

Section 7 - District/Citizens Advisory Committee

The Association shall have the right to represent employees of the District on committees within, and/or pertaining to the District, including but not limited to study committees and citizen's advisory committees. The Association shall have the opportunity and option to appoint members to participate on any such committee as defined herein.

ARTICLE III - PERSONNEL

Section 1 - Right to Due Process and Just Cause (see Appendix E)

An employee shall be entitled to have present a representative of the Association during any disciplinary action excluding informal warnings, criticism, or suggestions for improvement which independently do not form basis for formal action. Any formal action shall be in writing to the employee and shall state the specific ground forming the basis for disciplinary action.

When a request for Association representation is made, no action shall be taken with respect to the employee until such representative of the Association is present or until two (2) days have passed after such request. In cases where the health, safety and well-being of students, other District employees or District patrons necessitates immediate disciplinary action, the District shall notify the Association immediately that action has been taken. No employee shall be formally disciplined without just cause.

The District agrees to follow a policy of progressive discipline unless the severity or nature of the employee behavior warrants more serious and immediate actions. The progressive steps shall normally be as follows:

1. Oral warning
2. Written warning
3. Written reprimand
4. Suspension with pay
5. Suspension without pay
6. Discharge

Section 2 - Transcripts on File

All employees must provide the District office with a complete official transcript of all college credits earned and CECH credits earned. Salary schedule placement shall be based on the credits recorded on filed transcripts.

Section 3 - Credentials

All employees are required to keep their credentials and teaching certificates up-to-date and on file in the District office.

Section 4 - Nondiscrimination

The Board and Association agree that neither shall unlawfully discriminate against any employee of the District on the basis of race, color, sex, marital status, age, national origin, disability, religious or political belief, membership or non-membership in the Association.

Section 5 - Academic Freedom

Employees shall be free to use their own methods of instruction, while following established District curriculum and state learning standards. Further, employees shall be authorized to supplement District provided materials with outside sources and materials. Such sources and materials which may reasonably be considered controversial shall be subject to prior approval by the Superintendent or his/her designee.

Provided the above procedures and the District curriculum are followed, employees shall not be personally liable for any liability which results from their presentations or interpretations of facts.

Nothing in the above paragraphs shall abridge the rights of the Board pursuant to RCW 28A.410.

Section 6 - Personnel File

Employees and former employees shall have the right to inspect all contents of their personnel files except confidential placement records. The contents and procedures governing the availability of files shall be only those specifically granted by statute. No secret, duplicate or other personnel file shall be kept anywhere in the District. Anyone at the employee's request may be present at the review. Review will be allowable during normal District business hours and a representative of the District shall be present.

Any derogatory material not shown to an employee prior to the inclusion in his/her personnel file shall not be used for future disciplinary action against that employee. An employee shall sign such material verifying he/she has read such material.

Copies of all written material originated by the employee's principal, or other administrator will be forwarded to the employee at the time it is placed in the District's personnel file. Employees may attach written comments to any such documents.

Written material from sources outside the District (e.g. complaint from parents, etc.) will not be placed in the employee's personnel file, except as supporting documentation to written material previously submitted by a principal or other administrator.

The contents of an employee's personnel file shall remain with the District in accordance with applicable statute(s) and shall not be forwarded unless required to do so by law or court action. This paragraph is not intended to prevent the District from making the customary and normal job and/or placement file recommendations.

Section 7 - Assignments and Transfers

The District retains the right to hire, assign, and transfer the personnel of the District to meet the educational programs and needs of the District subject to the terms of this Agreement.

A good faith effort shall be made by the Board to have all employees teach within their certificated areas by having elementary employees teach at the elementary level and by having secondary employees teach at least sixty percent (60%) of their teaching load in their certificated area(s).

The District shall notify employees, in writing, no later than June 1, of any changes in their programs and schedules for the ensuing school year, including general teaching areas and any special assignments.

Where transfer or reassignment becomes necessary after June 1, the affected employee shall be notified in writing of the transfer or reassignment as soon as possible.

In-district personnel shall be allowed to apply for any District position before out-of-district applicants will be contacted for employment. Exceptions may occur in emergencies when the waiting period would interfere with the orderly continuance of the school programs. It is the responsibility of the Superintendent/designee to keep the employees advised of vacancies as they occur.

To assure that employees are given every consideration in filling any vacancies which occur within the District, the following procedures and definitions shall apply:

- A. All vacancies shall be publicized to the employees through a written notice which shall be distributed to each employee five (5) days prior to posting the vacancy outside of the district.
- B. Said notice of any vacancy shall set forth the procedure for applying.
- C. All vacancies shall be filled on the basis of qualifications for the position. The District shall make every effort to hire the person best qualified for the position. The qualifications may include but are not limited to the following criteria; training, endorsements(s), recommended grade placement of certificate, official recommendations, transcripts, background and/or experience, certification, and if interviewed, the personal interview.
- D. The District shall interview present employees who apply for vacancies.
- E. An employee who desires a voluntary transfer shall file a written request with the Superintendent/designee indicating the vacancy for which they are applying. A voluntary transfer may be considered for the vacancy if the employee and receiving building administrator have met and the employee is the person best qualified for the position. Employees shall have the right to request a meeting with the Superintendent/designee after the selection process has concluded.
- F. Involuntary transfers shall occur only after voluntary transfers have occurred. Involuntary transfers shall not occur until the affected employee has been consulted.

Assignment and Transfers Definitions:

Assignment – The initial placement of an employee to a position within a building or within a program (i.e. Special Education).

Reassignment – The changing of the employee's assignment within a building or a program (i.e. Special Education).

Vacancy - An assignment that has been vacated and is scheduled to be refilled or an assignment that has been newly created by the District following in-building reassignments of employees.

Transfer – The changing of an employee's assignment to another building.

Voluntary - At the employee's request and/or with the employee's consent.

Involuntary – Against the employee's consent.

Section 8 – Extracurricular Activities

If the District determines an Extracurricular Activity (Appendix B-2) opening, it would be considered a vacancy, and Assignment and Transfer language will apply. Employees shall be considered for all extracurricular positions in Appendix B-2.

ARTICLE IV - LEAVES

Section 1 - Leave Policy

The District realizes that for reasons of personal illness and personal emergencies, employees will of necessity be absent from work from time to time. The Association realizes that employees have an obligation to the District, the students, and the taxpayers to keep absence to a minimum.

Leaves granted at District discretion shall not be unreasonably withheld.

The District will follow all laws related to FMLA and PFML.

Section 2 - Sick Leave

At the beginning of each school year each employee shall be credited with an advance sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, maternity, or quarantine. Such leaves shall be cumulative. Once each year, the District shall furnish employees with a statement of accrued sick leave.

Sick leave shall only be granted for bona fide cases of personal injury and illness. Upon request employees shall submit to the Superintendent a statement from a licensed physician as to the cause of their taking sick leave if the absence is in excess of five (5) consecutive days and/or five (5) days within a calendar month.

Section 3 - Sick Leave Cash-Out

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

At the time of separation from school district employment per WAC 392-136-065, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued sick leave.

Sick leave cash-out shall be in accordance with current law.

Section 4 - Sick Leave Sharing

Leave sharing plan will be run according to District policy and procedures in accordance with RCW 41.04.665 and WAC 392-126-104.

If leave sharing is requested, the District policies and procedures will be provided to the employee(s) by the District.

Section 5 - Maternity Leave

Disability immediately related to child bearing shall be considered sick leave.

Section 6 - Emergency Leave

Emergency leave of absence shall be granted for any of the reasons listed below. Emergency leave shall be deducted from sick leave.

1. Family Illness - When such absence is occasioned by the illness of any relative residing in the household of the employee and/or the following family members which necessitates the presence of the employee: spouse, parents, children, or siblings.
2. Paternity
3. Legal Matters - When an employee is to appear in a court of law or meet with legal counsel.
4. Emergency Situations - Personal matters or emergency situations due to a problem that has suddenly precipitated or is unplanned or where preplanning could not relieve the necessity for the employee's absence.
5. Adoption

Section 7 - Sabbatical Leave

An employee may, upon request, be granted sabbatical leave up to one year without pay. Sabbatical leaves may be renewed annually only upon approval by the Board. Applications for sabbatical leave and application for a renewal of a sabbatical leave shall be made in writing to the Superintendent.

Section 8 - Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted when an employee is subpoenaed as a non-moving party to appear in a court of law, or when summoned for jury duty. As per WAC 357-31-315, employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay.

Section 9 - Military Leave

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits 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.

Section 10 - Attendance at Meetings and Conferences

Leaves of absence without deduction of pay and with reimbursement of certain expenses may be granted to attend professional meetings or visit other schools upon written request to the

Superintendent. When necessary, the District shall provide substitute employees to perform the duties of employees who have been granted leave to attend professional meetings.

Section 11 - Association Leave

The Association President or designee, negotiator, grievance representative, Washington Education Association Representative Assembly delegates, and legislative representatives shall be allowed up to a cumulative total of ten (10) days of absence each year for professional meetings and business of national, state, and local education association.

Requests for leave shall be submitted by the Association President in writing to the Superintendent. The purpose of the leave shall be clearly stated.

Decisions regarding requests for leaves shall be made by the Board. The Association President, the principal, and the employee requesting leave shall be informed of the decision. The principal shall be responsible for securing a substitute where necessary. Upon return from leave the employee shall complete the proper leave form provided by the District. Such leave shall be granted with the Association paying the cost of the substitute's salary.

Section 12 - Personal Leave

Each employee shall be awarded three (3) personal leave days with pay per year to be used for personal, business, household, or family matters which require absence during the school hours. Leave is not to be taken on the first five (5) and on the last five (5) class days of the work year. Prior notification to the employee's principal or other immediate superior for personal leave shall be made at least one day before taking such leave. The applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. Two (2) days of unused personal leave may be carried over annually for a maximum of five (5) days per year. In the event an employee does not take all of his/her personal leave, an employee shall be reimbursed, at a substitute's rate of pay, for all unused personal days, earned each year.

Section 13 - Bereavement Leave

Absence for a funeral in the immediate family (immediate family is defined as mother-in-law, father-in-law, parent, sibling, spouse, child, or other person with whom one has had association equivalent to these family ties) shall be classified as bereavement leave. A maximum of five (5) days per year including travel time shall be allowed for each occurrence.

Absence for funeral due to death of a near relative in the employee's family shall be for a maximum of three (3) days for each occurrence. Near relative is defined as nephew, niece, aunt, uncle, cousin, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or grandparents.

Bereavement leave is non-accumulative and is not deducted from sick leave.

Section 14 - Other Leaves

Leaves of absence without pay may be granted by the Board to employees for the purpose of study, travel, teaching in an employee Exchange Program, working in a professionally related field or approved activities. Applications shall be submitted to the Superintendent in writing stating in detail the purpose of the leave. Such leave may be renewed by action of the Board.

Section 15 - Extended Leave

An employee who is unable to perform the duties because of personal illness, child rearing, legal adoption of a child, or disability may, upon request, be granted leave of absence up to one (1) year without pay. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of leave of absence for such conditions shall be made in writing to the Superintendent. An employee may return to service during the period of leave granted, if mutually agreed upon by the employee and the Board.

ARTICLE V - INSTRUCTION

Section 1 - Class Size

In grades 7-12, every effort shall be made to assure that classes involving special facilities (laboratories, shop classes, home economics, music) have no more students than the facilities will permit.

In those classes not specifically mentioned above, the District may add no more than two (2) additional students beyond the maximum, for fifteen (15) consecutive school days. However, the District will make a good faith effort to exhaust all other classroom assignments before an overload can exist.

On the sixteenth (16th) day, if the overload continues to exist, the District and Association (after conferring with the employee(s) involved) will agree to one of the following:

- A. The employee's class size will remain above the maximum not to exceed two (2) for the remainder of the current school year. Compensation will be based on the monthly P223 enrollment count form and the following:
- \$8 per student, per period, per day
 - \$8 per student, per hour, per day

The SPED employee's IEP caseload will remain above the maximum not to exceed two (2) for the remainder of the current school year. Compensation will be based on the monthly 223H enrollment count form and the following:

- \$8 per student, per IEP service area, per day, based on the student(s) which caused the overload to exist.

If compensation is chosen, the pay shall be retroactive to the first (1st) day of the overload.

- B. The District may assign/hire support personnel.
- C. Student(s) may be reassigned to adjust class loads.

The District will hire a substitute employee for certificated SPED and SPED ESA for one (1) day per month (maximum of nine (9) days per school year). These days will be scheduled at the employee's discretion and used for District SPED responsibilities and paperwork.

The District will pay SPED employees at the average rate of pay for the current school year (as determined by the OSPI review) for parent IEP meetings that must be scheduled beyond the contracted workday.

The District shall make every effort to meet the following optimum standards in all grades throughout the District:

<u>Regular</u>	<u>Optimum</u>	<u>Maximum</u>
K-6	24	28
7-8	25	30
9-12	25	32
Multi-age Classes	24	28
Combination Classes:		
K-4	20	24
5-6	22	26
<u>Special Education</u>	<u>Optimum</u>	<u>Maximum</u>
K-12	30	35

A Multi-age Classroom teaching assignment must be agreed upon by both the employee and the principal.

A Combination Classroom is defined as two distinct grade levels and curriculums being taught by one employee in the same classroom.

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:

1. Visitors to a school shall obtain the approval of the principal. If the visit is to a classroom, the time shall be arranged after the principal has conferred with the employee.
2. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 3 - Student Discipline and Employee Protections

District and Building Administrator Support

The Board and superintendent shall support and uphold its teachers in their efforts to maintain discipline and a safe learning environment in accordance with district discipline rules, building rules and written teacher rules. Further it shall be understood that the authority of teachers to use prudent disciplinary measures for the safety and well-being of pupils and employees is supported by the Board. In the exercise of authority by a teacher to control and maintain order

and discipline, the teacher may use professional judgement concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws and regulations

- 1) Prior to the first student day, the district or buildings shall conduct instructional meetings for teachers concerning district rules, regulations and procedures pertaining to student rights, due process and the processing of student discipline.
- 2) Teachers shall receive district discipline policies and classroom discipline flow charts prior to beginning of assignment.

Classroom Exclusion – Process and Procedures

Teachers are authorized as described in RCW 28A.600.020 to exclude any student who creates a disruption of the educational process in violation of the building student discipline policy and identified by the written rules of the classroom teacher. The student may be excluded by the teacher from the immediate class period or activity, or for up to the balance of the school day, balance of the activity period, or up to the following two days, or until the principal or designee and employee have conferred. As part of the conference between the principal or designee and the teacher, a plan of support shall be agreed upon.

Additionally, the following shall apply:

- Except in emergency situations, the teacher must attempt at least one or two other forms of discipline.
- Another form of discipline may include but is not limited to: teacher directed intervention, contacting parents via digital or telephonic communication, student detention, referral to counselor/dean of students or behavioral specialist, building administration, or parent conference.
- Upon the teacher's request, a conference between student, parent/guardian, principal or designee, and the teacher shall be held to discuss and create a future behavior plan. If the parent does not attend the meeting, the plan shall be created between the principal and the teacher.
- It shall be the responsibility of the principal or designee to contact the excluded student's parent(s) or guardian.

It is understood that administration shall enforce the rules of the classroom teacher, building discipline plans, and board policies and procedures.

Teacher Role in the Student Grievance Process

Each teacher shall be advised within (2) two working days of any complaint or grievance made regarding the teacher's role in student discipline. At the teacher's discretion, they shall be given the opportunity to present information regarding the student's behavior and discipline in a meeting with the complaining party. Meetings shall be scheduled within the regular workday when possible.

District and Building Student Discipline Plans – Process and Procedures

Discipline shall be enforced fairly and consistently. The Board and the Superintendent shall support and uphold teachers in their efforts to maintain discipline in the district and shall give timely response to all teachers' requests regarding discipline problems provided the teacher

has followed established District policy. Copies of the District policy shall be available to each teacher on or before the first student day.

The District shall advise those employees working directly with a student when the District possesses information that the student's disciplinary history poses a possible threat to the safety of others. Employees shall have access to students' disciplinary records if they have a legitimate need to know.

Professional Development Support

Staff shall receive professional development regarding discipline procedures for students receiving special education services.

- The district shall provide additional resources when appropriate to teachers who deal with violent or aggressive students.
- When appropriate, the teacher and building administrator shall meet to discuss a plan which provides for the safety and well-being of staff and other students.
- General education teachers assigned students with 504 plans or IEPs shall have an opportunity to participate in the development of any discipline plans of any such students assigned to them.

Legal Redress and Support of Employees

The district shall support any teacher in seeking legal redress for violations of the law committed by students, members of the public, or staff who verbally or physically abuse staff while he/she is performing contracted duties. Such support shall be evidenced through aiding the teacher in obtaining the services of the County Prosecutor for purposes of processing the case.

Injury, Loss, or Damage of Property Due to Assault

- 1) The School District shall provide Employees with insurance protection covering those Employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include at a minimum liability insurance covering injury to persons and property, and insurance protecting those Employees from loss or damage of their personal property incurred while so engaged. (RCW 28A.400.370)
- 2) Whenever an Employee is absent from employment or unable to perform currently contracted duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated sick leave.
- 3) Whenever a teacher is absent from employment and unable to perform contracted duties as a result of personal injury sustained in the course of employment, the teacher will be paid full salary for the period of absence, less the amount of any workman's compensation award made for disability due to said injury.

Protections from Physical and Verbal Assault

Any case of assault upon an Employee shall be promptly reported to his immediate supervisor. Any student committing any act under RCW 9A.36 – Assault – Physical Harm, RCW 9A.40 – Kidnapping, Unlawful Imprisonment, Custodial Interference, Luring, Trafficking,

and Coercion of Involuntary Servitude, RCW 9A.46 – Harassment, or RCW 9A.48 RCW – Arson, reckless burning, and malicious mischief when the act is directed towards the teacher/ employee shall not be placed in that teacher or employee's classroom and/ or caseload.

The District shall provide legal representation and assistance to employees who are the victims of stalking, harassment, bullying, slander, libel, and/ or defamation by students, parents, or community members, when the employee is targeted because of his or her status as an employee of the School District.

Any employee who is the victim of any of the acts above shall have the right to:

- a. meet with his or her supervisor within two (2) days of the incident or as soon as possible. The employee may also elect to meet with the superintendent during that same period of time.
- b. meet with the Special Education Director, if appropriate, within two (2) days of the incident or as soon as possible.
- c. be provided access to the Employee Assistance Program.
- d. in the case of student receiving special education services, initiate the IEP review process.
- e. receive additional training if requested by the teacher.
- f. be provided other available assistance as needed at the time of the incident, including but not limited to leave with pay on the day of the incident which will not be charged to any accumulated leave.

Section 4 - Substitutes

The District shall give due consideration to the employee's preference in assigning substitutes. Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom) which shall substitute or replace an employee in his/her assignment or employment.

ARTICLE VI - FISCAL

Section 1 - Workday

All employees may be assigned appropriate starting and dismissal times, providing their total workday shall be no longer than seven hours and forty minutes (7 hours and 40 minutes), including a continuous thirty (30) minute duty-free lunch period. The length of the assigned workday shall be substantially equivalent for all employees (8:00 a.m. to 3:40 p.m.).

Kindergarten through sixth grade employees directly involved in classroom instruction shall have 45 consecutive minutes preparation time during the workday. Elementary employees shall have two (2) 15-minute duty-free breaks to be taken while students are at recess.

Seventh through twelfth grade employees directly involved in classroom instruction shall have one preparation period per day. Preparation time shall not be assigned to other duties without consent of the employee.

Any employee who voluntarily gives up a planning period and/or 30-minute duty-free lunch period to substitute shall be compensated at the average rate of pay for the current school year (as determined by the OSPI review).

Employees shall retain the right to refuse to give up their planning period and/or 30-minute duty-free lunch period without penalty.

When an Administrator requires an employee to attend meetings beyond the school day, said employee shall be compensated at the average rate of pay for the current school year (as determined by the OSPI review).

In regard to delayed opening and/or early dismissal days due to emergency conditions, the workday of employees shall begin twenty (20) minutes before the scheduled student starting time on each day and shall end twenty (20) minutes after scheduled student dismissal time on each day.

Early release days shall be provided the day before Thanksgiving break and the day before winter break (if the break begins on the 20th or later).

Section 2 - Work Year

The length of the work year shall be 180 student days.

Employees must sign up for any additional days on the District Supplemental Contract.

Additional days may be worked at the employee's full per diem rate of pay. Per diem rate of pay will be computed at 1/180th of the employee's salary.

- A. Day 1 –The content shall be professional activities and/or professional development at the discretion of the Superintendent. (To be worked prior to the start of school with at least 2 weeks' notice.)

- B. Day 2 – the content shall be professional activities and/or professional development at the discretion of the Superintendent. (To be worked prior to the start of school with at least 2 weeks' notice.)
- C. Day 3 – the content of professional activity shall be in-service at the discretion of the Superintendent (Day before 1st day of school "Superintendent day")
- D. Day 4 – the content of the professional activities shall be classroom set-up and/or planning at the discretion of the employee.
- E. Day 5 – The content of the professional activities and the time frame (which shall be beyond the work day) shall be at the discretion of the employee. The professional activities to be performed may include:
 - a. Additional counseling of students
 - b. Home visits
 - c. Parent conferencing
 - d. Student assistance
 - e. Curriculum development
- F. Day 6 – the content shall be end of year wrap-up and classroom closure at the discretion of the employee (which shall be beyond the work day).

The district will provide time between the end of each grading period and when grades are due for professional activities. Professional activities shall consist of grading and end of quarter wrap up.

Section 3 - Salary Payment

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 employment. Such request shall be made prior to June 1. An employee desiring to have all summer salary paid in a lump sum on the last working day in June shall make such a request prior to May 10. Payment shall be subject to available funds. Employees shall be paid on the last workday of each month, excluding the months of June, July, August, and December, which shall be paid on the last business day of the month.

Section 4 - Salary Schedule Placement Policy

Bargaining unit members will be placed on the Grand Coulee Dam EA Salary Schedule in accordance with WAC 392-121-264 and the reporting standards on S-275 in place as of August 2018, except as may be otherwise described in this section.

1. Clock hours will continue to be counted as college credit for placement purposes, with ten (10) clock hours equaling one (1) quarter credit hour.
2. The calculation of years of service for occupational therapists, physical therapists, speech language pathologists, audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech language pathologists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service.
3. The calculation for years of service for Career and Technical Education instructors will include all years worked within the instructor's career field, regardless of whether the service occurred within an educational setting.

4. For the purpose of computing a year of experience in items 2 and 3 above, a full year will be deemed to be 1,395 or more hours within a twelve-month period.
5. Conditional certificated employees will be assigned to step 0, column BA+0 of the salary schedule for the first two (2) years of the conditional certification. If the conditional certificate is renewed after two (2) years of employment with GCDSD, the employee will be placed on step 1, column BA+0 of the salary schedule.
6. Any non-substitute classroom teacher shall be assigned at no less than step 0, column BA+0 of the salary schedule.

Section 5 - Fall Salary Schedule Advancement

Employees who earn sufficient credits in summer session to advance on the salary schedule must have complete transcripts of credits earned on file in the District office by September 10, unless the college is not able to furnish completed transcripts by that time. In that event, a grade report showing completion of the course(s), a letter from the college stating that the work has been completed, or a phone call from the District office to the college, confirming completion of the work claimed, shall suffice until the completed transcript is received. This extension of time shall be for one month only. Credits earned or reported after September 10 shall apply toward advancement the following year. Employees who qualify for advancement on the schedule shall be issued a revised contract.

Section 6 - Travel and Education Reimbursement

- A. The District shall reimburse an employee on District approved business at the state rate per mile and district policy per day for meals and lodging.
- B. Employees who have reached the top of the salary schedule (MA+90 or PhD) for educational increments and who wish to take additional classes, shall be paid tuition reimbursement at up to \$100 per quarter college credit. Classes must have District approval.
- D. Employees shall have up to \$250 each year to use towards District-approved professional development.

Section 7 - Insurance Benefits

School Employees Benefit Board (SEBB) Program

Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for employee health insurance for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

Benefits provided by the SEBB will include but not be limited to:

1. Basic Life and accidental death and dismemberment insurance (AD&D)
2. Basic Long-term Disability
3. Vision

4. Dental including orthodontia
5. Medical Plan

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected. Employees will be able to utilize payroll deduction for any applicable supplemental insurance that they choose to enroll in through SEBB (e.g. increased AD&D, Long-term disability, etc.).

Dependent Coverage

Employees who are eligible as of December 31, 2019 and who are no longer eligible under the new rules of SEBB (630 hours in paid status or as expanded under the local CBA) may pay the full cost of the medical plans (employee + employer) to continue to cover themselves and their dependents for a period of 18 months (as per COBRA).

Eligibility

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

Paid Leave

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) program shall continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA and RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA.

Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive years, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

Continuity of Coverage

New employees previously covered through SEBB from a previous employer and eligible for SEBB coverage will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

Benefit Termination/End

Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31.

Section 8 - Tax Sheltered Annuity

Employees may participate in tax sheltered annuity programs approved by the Association and the Board. The District shall service these programs through automatic payroll authorization (APA). A minimum of five (5) annuitants in any one program is required for District participation.

ARTICLE VII - EVALUATION

Section 1 – Purpose

The parties agree that the following evaluation system for all classroom teachers in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined 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, in consultation with classroom teachers, 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 – Qualifications of Evaluators

The term Evaluator shall mean the building principal or assistant principal of the classroom teacher being evaluated. The evaluator shall be made known to the classroom teacher within fifteen (15) working days of the beginning of the school year or within fifteen (15) working days of the first day of employment. In the event the teacher being evaluated does not work under the direct supervision of a building principal or assistant principal, a certificated administrator as designated by the Superintendent shall serve as evaluator. A classroom teacher who is assigned to two (2) or more schools shall be assigned a primary evaluator.

If a teacher is transferred to another position, not under the supervisor's jurisdiction, the final evaluation shall be made by the supervisor at the time of transfer or by the new supervisor. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

Principals and administrators who have evaluation responsibilities shall engage in professional development designed to implement the evaluation system and maximize rater agreement. No teacher shall be evaluated by an administrator who has not been trained in the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. (RCW 28A.405.120)

Section 3 – General Definitions

1. Artifacts - anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Artifacts should not be created specifically for the evaluation system.
2. Classroom Teacher - certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term "classroom teacher" does not include: Counselors, Librarians, Instructional Coaches, Education Specialists, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet this definition. Non-Classroom Employees who do not meet the definition of classroom teacher will be evaluated using the evaluation requirements, as per state law and as written in Section 12.

3. Component - the sub-section of each criterion.
4. Evaluation - the ongoing process of identifying, gathering and using information to improve professional performance and assess total job effectiveness.
5. Evaluation Criteria - the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191A-060.
6. Evaluation Report - that document which becomes a part of the teacher's personnel file.
7. Evidence - any artifact, observed practice or results of the classroom teacher's work that demonstrates the teacher's ability and skills in relation to the instructional framework rubric. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher's level of performance. It should be gathered from the normal course of employment.
8. Instructional Framework - the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
9. Not Satisfactory shall mean:
 - a. Provisional Teachers and Non-provisional Teachers with five (5) years or less teaching experience in the State of Washington.
 1. Receiving a summative score of Unsatisfactory is not considered satisfactory performance.
 - b. Non-provisional Teachers with more than five (5) years teaching experience in the State of Washington.
 1. Receiving a summative score of Unsatisfactory is not considered satisfactory performance.
 2. Receiving a summative score of Basic, for two (2) years in a row or two (2) years within a consecutive three-year period, is not considered satisfactory performance.
10. Observation – the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section.
 - a. Formal Observation - a documented observation that is pre-scheduled.
 - b. Informal Observation - a documented observation that is not required to be pre-scheduled.
11. Rubrics - the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.

12. Scoring Band - the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

Level 1 Unsatisfactory	=	8-14
Level 2 Basic	=	15-21
Level 3 Proficient	=	22-28
Level 4 Distinguished	=	29-32

Component scores within a criterion will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below 0.50 will be rounded down and all fractions 0.50 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

13. Student Growth - the change in student achievement in subject-matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.

14. Student Growth Data - data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures.

Assessments used to demonstrate student growth shall be appropriate, relevant and initiated by the classroom teacher. Evaluation of student progress may include formative and summative measures. Evaluation of student progress may include formative measures, summative measures, school-wide and district-wide assessments.

15. Summative Performance Ratings - the four performance levels applied using the four-level rating system:

- Level 1 = Unsatisfactory
- Level 2 = Basic
- Level 3 = Proficient
- Level 4 = Distinguished

Section 4 - Provisional Teachers

A. Definition: The term Provisional Teacher shall mean any teacher in a teaching or other nonsupervisory certificated position. Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the teacher has received an evaluation rating below Basic on the four-level rating system established under RCW 28A.405.100 during the third year of employment, in which case the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a Basic rating. This shall include any teacher who is re-employed with the District after a break in service.

B. Evaluation Option: Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in Section 6 Comprehensive Evaluation Option.

- C. Ninety (90) day Observation: Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
- D. Additional Observations: In the third year of provisional status, teachers shall be observed for a minimum of ninety (90) minutes during the evaluation year.

Section 5 – Evaluation Process

- A. Notification: Within the first fifteen (15) working days of each school year, or within fifteen (15) working days of the first day of employment, the classroom teacher will be notified whether the teacher will be evaluated using the comprehensive or focused evaluation system. When appropriate, evaluators may use group meetings for this purpose.
- B. Teacher Self-Assessment: All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator.
- 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 at the time of the post-observation conference and be used to determine the final evaluation score.
 - 3. Artifacts should not be created specifically for the evaluation process but should be "a natural harvest" of products generated in the course of the teacher's practice.
 - 4. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.
- D. Documentation:

The District shall adhere to the following:

- 1. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file and removed after three (3) years.
- 2. Classroom teachers shall have access to their data collection account in subsequent years as long as they remain employed in the District. Upon separation of employment from the District this account shall be closed and no longer maintained by the District.
- 3. Evaluators shall notify the teacher of any additional evidence submitted to the data collection account within three (3) working days.
- 4. Teachers shall not be required to use the data collection system; an acceptable alternative will be made available.

5. Any and all data entered into the data collection system shall be considered confidential, and not be subject to public disclosure.
- E. Electronic Monitoring: All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, unless it is initiated and submitted by the teacher or mutually agreed to by the evaluator and the teacher. Such recordings shall be used for evaluation purposes only and will not be shared without the teacher's written consent. Recordings of observations shall not be used in disciplinary matters.

Section 6 – Comprehensive Evaluation Option

A comprehensive evaluation will be required for all teachers who are provisional teachers or who have received an Unsatisfactory or Basic rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every six (6) years.

1. Professional Goals – Comprehensive Evaluation: Teachers on a comprehensive evaluation will develop professional goals and timelines, will monitor their progress, and make adaptations as needed. The plan will be guided by the teacher's self-assessment or the prior year's comprehensive evaluation and must include the three (3) student growth goals (3.1, 6.1, and 8.1) and one (1) instructional goal (8.4). The evaluator and teacher shall mutually agree on the professional growth and development plan and goals for the year.
2. Pre-Observation Conference – Formal Observation: A pre-observation conference shall be held prior to a formal observation or series of observations. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation(s), and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
3. Formal Observations:
 - a. At least one (1) formal observation shall be conducted within the first ninety (90) calendar days for provisional teachers. Non-provisional teachers shall be formally observed within the first ninety (90) work days of the school year. The first formal observation for both provisional and non-provisional teachers shall be prearranged. The total annual observation time cannot be less than sixty (60) minutes.
 - b. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
 - c. As defined in RCW 28A.405.220, teachers in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time of no less than ninety (90) minutes.
 - d. 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 teacher, and on days of an

assembly or a modified schedule, unless mutually agreed upon by the teacher and the evaluator.

- e. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework.
 - f. The teacher may provide 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 observation document prior to or during the post-observation conference and be used to determine the final evaluation score.
 - g. The final formal observation shall occur prior to May 1st.
4. Post-Observation Conference – Formal Observation: The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.

A post-observation conference shall be held within five (5) working days following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one (1) post-observation conference will be required for that series of observations.

If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.

5. Informal Observations:

- a. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
- b. If the evidence is to be used in the evaluation process, the teacher will be notified in writing.
- c. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and support of professional growth of teachers, which shall not be used as the basis for teacher evaluations.

6. Final Summative Evaluation Conference:

- a. Prior to May 15th, 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. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- b. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date.

- c. If the evaluator judges the teacher to be below Proficient, the evaluator must articulate multiple points of evidence that deemed the score less than Proficient.
 - d. When a final summative score is below Proficient, and the teacher believes certain teacher evaluator evidence was not considered and/or the criteria were not objectively scored the teacher and evaluator shall mutually agree on one of the following:
 - 1. An additional formal observation by June 1st.
 - 2. An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the Association and the District.
 - 3. Assignment of a new evaluator for the ensuing school year.
 - 4. An additional observation by a different evaluator.
 - e. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
 - f. 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.
 - g. Upon completion of the Final Summative Evaluation Report by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within three (3) working days.
 - h. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Personnel Office; or the comments may be forwarded to the Personnel Office within seven (7) working days following the evaluation conference.
7. Comprehensive Evaluation Summative Score: A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher's criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 392-191A-090.

The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follow:

Level 1 – Unsatisfactory	=	8-14
Level 2 – Basic	=	15-21
Level 3 – Proficient	=	22-28
Level 4 – Distinguished	=	29-32

- 8. Student Growth Impact Rating: 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 teacher is given a score of low, average, or high based on the scores below.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher's student growth impact rating.

The following scoring band will be used to determine the student growth impact rating.

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

9. Impact of Low Student Growth Score: A student growth score of "1" in any of the student growth rubrics (SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1) will result in an overall low student growth impact rating.

A classroom teacher with a preliminary rating of Distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with the evaluator, in a student growth inquiry.

10. Student Growth Inquiry: Within two (2) months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps:
- The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided.
 - If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.

If after the above examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development plan to address student growth areas, a copy of which will be given to the teacher. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement and progress, and/or best practices related to student growth data collection and interpretation.

Section 7 – Focused Evaluation Option

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

The teacher may select from any of the eight (8) state criterion for each year they are assessed using the Focused Evaluation. 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.

The teacher will develop a plan based on a self-assessment of the selected criteria, develop written professional goals and timelines, monitor progress and make adaptations as needed. The evaluator and teacher shall mutually agree on the teacher's professional goal(s) for the year.

Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time before December 15th.

1. Observations and Conferences: Observations and conferences for the focused evaluation shall follow the process set forth in Section 6, 2-5 (with the exception of Section 6 #3.c – provisional employees).
2. Final Summative Score – Focused Evaluation: 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 evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

Section 8 – Support for Basic and Unsatisfactory Performance

1. Prior to the start of school, the Association will be notified if a continuing contract teacher with five (5) or more years of teaching is judged below Proficient.
2. When a teacher's summative score falls below Proficient, at least one (1) of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:
 - a. The teacher shall be granted up to five (5) days of district funded release time to observe colleagues' instruction.
 - b. The teacher shall be granted an additional/alternative certificated employee evaluator.
 - c. The teacher will be assigned to only one (1) work location, i.e., one classroom.
 - d. A mentor will be assigned.
 - e. The teacher may choose to participate in a voluntary structured support plan.
 - f. Additional supports may include, but are not limited to: 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).
 - g. 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.

In such cases that 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 first 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) working days following the first Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

Section 9 - Probation

1. **Purpose:** The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.200.
2. **Not Satisfactory:** Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative score of Unsatisfactory are considered not satisfactory.

Continuing contract teachers with five (5) or more years of teaching experience in the state of Washington receiving a summative score of Basic for two (2) years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.

Teachers may only be placed on probation from the Comprehensive Evaluation Process.

3. **Notice:** At any time after October 15th, a teacher whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 20th of the academic year. The notice to the teacher shall be signed by the Superintendent/Designee.
4. **Probationary Period:** A probationary period of sixty (60) school days shall 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 1st of the same school year.
5. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the teacher twice monthly to supervise and make written evaluations of the progress made by the teacher.

The principal or supervisor may authorize one additional certificated administrator to evaluate and assist the teacher in improving his or her areas of deficiency. Should the evaluator or supervisor not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.

A teacher on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

6. **Transfers:** The teacher may not be transferred from the supervision of the original evaluator during the period of probation. 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 may occur.

7. Removal From Probationary Status: The teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic or above for a continuing contract teacher with five (5) or fewer years of experience or of Proficient or above for a continuing contract teacher with more than five (5) years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than May 15th.
8. Failure to Improve: If the probationary teacher has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes ground for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 28A.405.300.

Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term.

9. Procedural Errors: 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.
10. Provisional Teachers: Provisional teachers whose performance is deemed unsatisfactory after the probation period shall be notified by May 15th if his/her contract is to be nonrenewed. An employee appeal of this evaluation procedure through the grievance procedure shall be limited to the procedural application except in cases of gross misinformation.

Section 10 – General Requirements

1. Work Site Limit: All observations for the purpose of evaluation must be conducted with the knowledge of the teacher at the teacher's normal work site.
2. Signatures: The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the teacher, provided that the teacher's signature shall indicate only that he/she has received a copy of the observation and/or evaluation report, not that he/she necessarily agrees with its content.
3. Copy and Response: A copy of each observation shall be given to the observed teacher within five (5) working days of the observation. A copy of the Final Summative Evaluation Report shall be given to the teacher within three (3) working days of completion. Within seven (7) working days, the teacher may submit written comments concerning the report which shall be attached to the report in the teacher's file.

4. Principals' Yearly Evaluation Files: The principal's yearly evaluation files shall be purged at the end of each school year or no later than June 30th.
5. Surprise Bar: Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the teacher in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

Section 11 – Use of Evaluation Results

Evaluation results shall be private and confidential and shall be used:

1. To Document Satisfactory Performance: To document the satisfactory performance by a teacher of his/her assigned duties;
2. To Identify Areas for Professional Growth: To identify area(s) for professional growth according to the criteria included on the evaluation instrument;
3. To Document Unsatisfactory Performance: To document performance by a teacher judged unsatisfactory, based on the adopted evaluation criteria.

Section 12 – Non-Classroom Employees

Non-classroom employees (as defined in Section 3), shall be evaluated using the evaluation instrument incorporated in Appendix A-1 and the following:

1. Responsibility for Evaluation: Within each school the principal shall be responsible for the evaluation of employees assigned to that school. Evaluations shall be made by the principal or his/her administrative designee. Any employee assigned to more than one school shall be evaluated in each such school. Evaluations for employees not regularly assigned to any specific school shall be made by the administrative supervisor having the most direct contact and responsibility under the District organizational structure.
2. Required Evaluations:
 - a. All employees newly employed by the District shall be evaluated within the first ninety (90) calendar days after the commencement of their employment.
 - b. All employees, including new employees, shall be evaluated annually; such evaluations shall be completed no later than May 15th of the year in which the evaluation takes place.
3. Other Evaluations: Principals may direct observations and evaluations, other than those specifically required, at any time during the school year. Observations for the purpose of other evaluations shall be documented and identify the date, time, and length of observation. Evaluation reports based on such observations shall be completed in the same manner as in Section 12, #5.

4. Observations for Required Evaluations:

- a. Each employee shall be observed for the purpose of evaluation at least twice each school year in the performance of assigned duties.
- b. The principal shall strive (good faith effort) to hold a conference with the employee within three (3) days after each observation used for the purpose of evaluation.
- c. Observation time for the purpose of evaluation shall total not less than sixty (60) minutes during each school year.
- d. Employees newly employed by the District shall be observed at least once during the first ninety (90) calendar days of their employment period for a total observation time of not less than thirty (30) minutes.

5. Procedures:

- a. Following each required evaluation observation, the principal or other evaluator shall promptly document the results thereof using the appropriate evaluation report form. The employee shall be provided with a copy of the evaluation report within fifteen (15) days after such report is prepared.
- b. The employee shall sign the District's copy of the evaluation report to indicate receipt of a copy, provided however, the signature of the employee does not indicate agreement with or approval of the report.
- c. All required and final evaluation reports shall be promptly forwarded to the District office for filing in the employee's personnel file.
- d. After completion of each required evaluation report, a conference shall be held between the evaluating supervisor and the employee to discuss the report. If the employee disagrees with the report, the employee shall be entitled to amend comments or explanations as he/she deems necessary.
- e. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the service of available resource personnel to work with the employee in improving his/her performance. If the supervisor and the employee are unable to agree on a mutually acceptable plan, the supervisor shall prepare and deliver such a plan to the employee.

6. Employer Responsibilities: The employer agrees that in the application of this procedure, adverse evaluations shall only be given when good cause exists, and the evaluation procedure shall be applied fairly and consistently. Any complaint made against an employee by any parent, student, or other person which may be used in evaluating the employee shall be immediately called to the attention of the employee affording the employee the right to answer such complaint.

7. Probation (non-provisional employee):

a. In the event the principal or evaluating supervisor determines that, based on the evaluation criteria, the performance of a non-provisional employee is unsatisfactory, the principal or evaluating supervisor shall report the same to the Superintendent. The report shall include:

1. The evaluation reports on which unsatisfactory performance has been indicated.
2. Identification of specific areas of deficiency.
3. A specific and reasonable program designed to assist the employee in improving his/her performance and remedying his/her deficiency.
4. Other pertinent information.

b. Within five (5) days after the delivery of the probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee and his/her representative to discuss performance deficiencies and the remedial measures to be taken. During the probationary period, the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall be documented on the regular evaluation report form in the appendices, in accordance with the procedure set out in Section 12, #5.

8. Removal From Probation: The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically set forth in the notice of probation.

9. Nonrenewal: If the probationary employee has not been previously removed from probation, the principal or evaluating supervisor shall submit a written report to the Superintendent. The written report shall indicate the employee's performance during the probationary period and contain a recommended course of action to be taken by the Superintendent. If the employee has demonstrated an acceptable level of performance, the report shall include a recommendation for renewal of contract. In any case, the Superintendent shall notify the employee in writing not later than May 15th if his/her contract is to be nonrenewed.

10. Appeal: An employee appeal of this evaluation procedure through the grievance procedure shall be limited to the procedural application except in cases of gross misinformation.

ARTICLE VIII - LAYOFF AND RECALL

Section 1 - Initiation of Layoff

Prior to May 15, the Board shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year. If it is determined that such financial resources are not reasonably assured for the following school year, the Board shall adopt a modified educational program and identify those employees who shall be retained to implement such a modified program and those employees, if any, whose contract shall not be renewed.

Section 2 - Notice and Appeal

In the event the Board determines that probable cause for reduction in force exists based on a lack of sufficient funds or a loss of levy election, the nonrenewed employees shall receive a notice of probable cause pursuant to RCW 28A.450.300 or 28A.405.210. Said employees, with the exception of a provisional employee, may appeal any said probable cause determination directly to the Superior Court of Grant County. Such appeal shall not impede the District from continuing its implementation.

Section 3 - Programs and Services

If educational programs and services of the District are to be modified because of a lack of financial resources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified, or eliminated recognizing that the Association may make recommendations to the Board about possible program and service modifications:

- A. High priority shall be given to maintaining reasonable student-employee ratios in the classroom.
- B. Where revenues are categorical and depend on actual expenditures rather than budget amount, every effort shall be made to maintain these programs, where reasonable, to the limit of their categorical support; e.g., Vocational Education, federally supported programs, lunch room, etc.
- C. High school course offerings which are required for graduation shall be retained.
- D. Reductions shall be made in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services, and travel.

Section 4 - Retention

In the event there is modification of programs and services for financial reasons, the number of personnel which is required to implement the modified educational programs and services shall be determined as provided in this section.

In an effort to eliminate the necessity of nonrenewal or involuntary terminations, every reasonable effort shall be made to ascertain the number of positions which shall be open for the following year by reason of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated in C. below.

- A. Voluntary and mandatory personnel requirements.
- B. Normal personnel resignation.
- C. Vacant positions shall be filled by transferring currently employed employees within the District, unless by reason of certification, training or experience, no qualified person is available.

Section 5 – Categories

To insure that the employees recommended for retention shall be qualified to implement the educational program determined by the Board, all employees must possess such valid Washington State certificate(s) as may be required for the position(s) under consideration. In addition, the following categories are established to allow for the least disruption of the ongoing program and to provide for the least deviation from the present assignment of personnel:

- A. Elementary Grades K through 6
- B. Secondary Grades 7 through 12
- C. Specialties Defined as normally accepted
academic major/minor areas
and/or endorsements

Each employee shall, in accordance with the criteria set forth in this Section, be considered for retention in the category or specialty held at the time these procedures are implemented, and in addition, in such additional categories or specialties as any such employee may designate in writing to the Superintendent, provided that, in order to qualify for consideration in any such additional category or specialty, the employee:

- A. Must have had a minimum of one (1) year's full time professional experience teaching in each such additional category or specialty; or
- B. Must have the equivalent of a college major (45 quarter hours or 30 semester hours) or minor (15 quarter hours or 10 semester hours) in each such additional category or specialty.
- C. Any written designations for consideration in additional categories or specialties shall be submitted within five (5) days after any request for such information is made by the Superintendent. Employees shall only be considered for additional categories or specialties under this paragraph if they do not qualify for retention in the category or specialty held at the time of the implementation of these procedures.

Section 6 - Seniority

Employees shall be recommended for available positions within each category or specialty on the basis of seniority (years of experience) as an employee in education, within Washington State, as recorded in the District office. Within each category or specialty, the senior employee(s) shall be recommended for retention if the category or specialty is not eliminated.

If ties exist, the preference shall be given to employees on the basis of seniority (years of experience) in the Grand Coulee Dam School District. If ties still exist, total teaching experience (including out-of-state experience) shall govern. If ties still exist, total college credits earned after the BA plus those credits earned before the BA that were allowed to be applied to the fifth year shall govern. If ties still exist, the highest degree earned (BA, MA, or PhD) shall govern. If ties still exist, the preferences shall be given to the employee(s) by placing numbered pieces of paper in a hat and each employee within the tie situation drawing a piece of paper with a number on it. The person(s) with the lower numbers(s) shall be the person(s) considered for retention. If married couples are tied, they must go through the above process.

Section 7 - Layoff List

In the event the Board determines that probable cause for reduction in force exists, each employee in the District shall be listed in conformance with Article VIII, Section 5. The list shall be ordered from the highest rating (with respect to the criteria) to the lowest. Every employee to which this procedure applies shall be provided with the list upon which that employee's name appears, along with the number of employees projected to operate the District's proposed program.

Any employee may, in writing, and within five (5) days of receipt of the list, file with the Superintendent his/her objection to the ranking order. The employee may request consideration for the modification of the ranking order based on the information in the District's possession. Said individual must include in the request a full statement as to the facts on which he/she contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, he/she shall do so in writing and provide the individual and the Association with copies thereof.

Section 8 - Layoff Pool

Prior to May 15 of the year immediately preceding the school year in which the modified educational programs shall take effect, the name of personnel to be nonrenewed or terminated, if any, shall be identified and submitted to the Board for approval and action under RCW 28A.405.210.

All personnel who are not recommended for retention in accordance with these procedures shall be nonrenewed from employment and placed in an employment pool for possible reemployment. Employment pool personnel shall be given the opportunity to fill open positions within the categories or specialties for which they are qualified. If more than one such employee is qualified for an open position, the employee which was last nonrenewed shall be the first offered such position.

The District shall utilize employment pool personnel as substitutes on a first priority basis.

Personnel within the employment pool may pay their total medical insurance premium to the District, and in turn, the District shall forward the money to the appropriate medical payment center so that the employee in the employment pool and/or his/her dependents shall be included within the group medical insurance.

Section 9 - Recall

When a vacancy occurs for which any person in the employment pool qualifies, notification from the District to such individual shall be by certified or registered mail (addressee only), or personal contact by the Superintendent or his/her designee. Such individual shall have five (5) days (days the district office is open) from receipt of the letter or from the date of the personal contact to accept the position.

At the end of the school year in which any modified education program is to be implemented, employees remaining in the employment pool shall be offered contracts for available positions for which they are qualified. In the event that there are insufficient vacant positions to offer contracts to all employment pool employees, the employment pool shall be reestablished annually. The employee shall notify the District in writing on or before March 1 if he/she desires to be retained in the employment pool.

If an individual in the employment pool fails to accept a position for which he/she is eligible, pursuant to this policy, such individual shall be dropped from the employment pool. Any member of the employment pool who accepts or signs a contract with an educational institution shall disqualify himself/herself from the employment pool.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Association and of employee(s) of the District in matters related to the application and interpretation of this Agreement.

Section 2 - Definitions

- A. GRIEVANT - An employee, a group of employees, or the Association filing a grievance.
- B. GRIEVANCE - Shall be a written statement by a grievant that a disagreement exists over the interpretation or application of the expressed term or terms of this Agreement between the Association and the Board. All grievances shall contain a concise statement of the disagreement and the expressed contract provision which is alleged violated.
- C. DAYS - Shall be employee contract days except in the summer when they shall be those days on which the District office is open.

Section 3 - Representation

At least one Association representative may be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such a grievance shall be commenced at Step II. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step II.

Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified of the meeting in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of the Agreement.

A grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by an Association representative selected 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 4 - Confidentiality

All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance. All documents, communications, and records dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file. If the grievant so requests in writing a record of the final adjustments of his/her grievance may be placed in his/her personnel file.

Section 5 - No Reprisals

Employees involved in grievance adjustment proceedings, whether or not as a grievant, a witness, a representative of the Association or otherwise shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation in the proceedings.

Section 6 - Release Time

If attendance at any meetings, hearings, appeals, or other proceedings relative to the grievance adjustment process, whether as a grievant, a witness, a representative of the Association or otherwise requires an employee's absence from his/her regular assignment, he/she shall be released from such assignment without loss of pay or other penalty.

Section 7 - Joint Cooperation

The Board and the administration shall cooperate with the Association in its investigation of any grievance, and further, shall furnish the Association such related information as is requested for the processing of any grievance. The Association shall cooperate with the Board and the administration in its investigation of any grievance.

Section 8 - Timelines

In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II. In any event the thirty (30) day limit in Step I applies.

Time limits outlined in this procedure are to be considered as maximum and every effort shall be made to resolve the matter before the close of the school term or as soon as possible thereafter. Timelines may be extended by mutual agreement in writing.

Any grievance not advanced by the grievant from one step to the next, within the appropriate time limit, shall be deemed resolved by the employer's answer to the previous step. Any grievance not answered by the employer within the specified time limits may be advanced to the next step.

Section 9 - Procedures

A. Step I

The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free informal communications. Within thirty (30) days following the occurrence of the grievable act, the grievant may present the grievance in writing to the immediately involved supervisor, who shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

B. Step II

If the grievant is not satisfied with the disposition of his/her grievance at Step I, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his/her official designee. The Superintendent shall arrange for a hearing with the grievant and an Association representative to take place within five (5) days of his/her receipt of the appeal.

The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days to provide his/her written decision, together with the reasons for the decision to the Association.

C. Step III

If the grievance has not been resolved in Step II or if no decision has been rendered within ten (10) days after presentation of the grievance in Step II, appeal may be made to the Board through the Superintendent.

Upon receipt of the appeal the Superintendent shall arrange a meeting of the Board to take place within ten (10) days or at the next regularly scheduled Board meeting, whichever time period is longer. A written decision shall be issued within five (5) days after the meeting.

D. Step IV

If no satisfactory settlement is reached at Step III, the grievant, within fifteen (15) working days of the receipt of the Step III decision, may appeal the final decision of the employer to the Association for consideration of arbitration. The Association, within ten (10) days, may appeal the grievance to the American Arbitration Association (AAA) for arbitration under the expedited rules with the following exceptions:

1. A list of arbitrators shall be provided to the parties.
2. All communications shall be directed through the AAA.
3. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her.

Section 10 - Arbitration

The decision of the arbitrator shall be final and binding upon the employer, the Association and the grievant.

The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The expenses of the arbitrator shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE X - DURATION

1. Annual contract reopeners shall be salary, benefits, legislative impact and three (3) items from each party.
2. This Agreement shall be effective as of September 1, 2021 to August 31, 2024.
3. This is the entire Agreement between the parties and concludes all bargaining for its term.

APPENDIX A1- CERTIFICATED SUPPORT PERSONNEL EVALUATION

Name _____ School _____

Assignment _____ Date(s) Observed _____

Code:

S - Satisfactory

NI - Needs Improvement

U - Unsatisfactory

N - Not Observed

S NI U N

I. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

- A. Provides a theoretical rationale for the use of various procedures. _____
- B. Demonstrates understanding of the basic principles of human growth and development. _____
- C. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals. _____
- D. Relates and applies knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services. _____

Comments:

II. SPECIALIZED SKILLS

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

- A. Designs and conducts a program providing specific and unique services within the individual's specific discipline. _____
- B. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student: _____
- C. Helps students integrate and assimilate data. _____
- D. Helps others involved with the student to interpret and to use data appropriately and accurately. _____
- E. Helps other specialists by providing case study materials. _____
- F. Administers assessment procedures or organizes and prepares those who will administer assessment procedures. _____
- G. Demonstrates ability to assist employees and administrators integrate specialized information into the regular curricular program. _____
- H. Develops goals and objectives consistent with District level goals and objectives which will facilitate the implementation of programs and services. _____

Comments:

III. Management of Special/Technical Environment

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

- A. Selects or recommends testing and non-testing devices, materials, equipment appropriate to student needs. _____
- B. Demonstrates the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc. _____
- C. Uses comparative and interpretive data. _____
- D. Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and District policies. _____

Comments:

IV. The Support Person as a Professional

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

- A. Demonstrates awareness of the law as it relates to area of specialization. _____
- B. Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the certificated support person's competence area. _____
- C. Demonstrates commitment to school and professional activities (attendance at District and state meetings, consortium activities, participation on special committees, etc.). _____
- D. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study. _____

Comments:

V. Involvement in Assisting Students, Parents, and Educational Personnel

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

- A. Consults with employees, other school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs. _____
- B. Plans and develops his/her support program to serve the preventive and developmental needs of the school population and the special needs for some students. _____
- C. Interprets characteristics and needs of students to parents, employees, other school personnel, and community, in group and individual settings via oral and written communications. _____

Comments:

It is my judgment that this certificated support person's overall performance has been _____ during the evaluation period.
(satisfactory or unsatisfactory)

Date _____

Signed _____
Principal

I have read this evaluation and have discussed it with my principal. My signature only signifies that I have received this evaluation. I do not necessarily agree with its contents.

Date _____

Signed _____
Certificated Support Employee

Certificated Support Person's Comments:

APPENDIX B-1 - EXTRACURRICULAR SALARY SCHEDULE

- A. Each employee's salary shall be determined by the driver of \$20,000 (\$20,000 x Percentage). The annual salary reopener opens this driver amount. The scheduled salary shall be paid for each position filled; however, the number of employees contracted for each activity shall be determined by the Board. The following salary schedule shall apply for all listed extracurricular activities.
- B. Placement on experience level to be determined by the number of years service in that position in a state accredited school.
- C. Salary placement into the appropriate row for new positions shall be handled through negotiations with the Association.

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
14.0%	14.6%	15.2%	15.8%	16.4%	17.0%
10.5%	11.1%	11.7%	12.3%	12.9%	13.5%
9.0%	9.4%	9.8%	10.2%	10.6%	11.0%
8.0%	8.4%	8.8%	9.2%	9.6%	10.0%
7.5%	7.9%	8.3%	8.7%	9.1%	9.5%
6.0%	6.4%	6.8%	7.2%	7.6%	8.0%
4.5%	4.7%	4.9%	5.1%	5.3%	5.5%
4.0%	4.2%	4.4%	4.6%	4.8%	5.0%
3.0%	3.2%	3.4%	3.6%	3.8%	4.0%
2.0%	2.1%	2.2%	2.3%	2.4%	2.5%
1.5%	1.6%	1.7%	1.8%	1.9%	2.0%
1.0%	1.1%	1.2%	1.3%	1.4%	1.5%

APPENDIX B-2 – EXTRACURRICULAR ACTIVITIES

High School:

Music: Band 9.0%
(Minimum performances: 2 Concerts, 1 Festival, 2 Parades, 3 Home Football Games, 5 Home Basketball Games, Graduation)

Choral 6.0%
(Minimum performances: 2 Concerts, 1 Festival)

Drama (per production up to 2) 4.0%

Journalism 2.0%

Annual 4.0%

Driver's Ed \$30/hour
(Behind the Wheel time)

Junior High:

Music 4.0%
(Minimum performances: 2 Concerts, 1 Festival, 1 Parade)

Choral 2.0%
(Minimum performances: 1 Concert)

Annual 4.0%

APPENDIX C-1 - SALARY

All employees shall be placed on the Grand Coulee Dam EA Salary Schedule in accordance with the criteria for salary schedule placement as contained in this Agreement.

District approved curriculum work performed beyond the work day shall be compensated per hour at .07% of the base pay for a beginning employee.

This salary schedule shall be adjusted annually to reflect the COLA/IPD from the state.

GRAND COULEE DAM EA SALARY SCHEDULE CERTIFICATED INSTRUCTIONAL STAFF 2021-2022

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	BA-135	MA-0	MA-45	MA-90 or PHD
0	44908	46120	47377	48637	52679	55278	53840	57883	60488
1	45514	46743	48016	49330	53414	56002	54439	58523	61110
2	46089	47331	48617	50032	54105	56720	55042	59114	61731
3	46683	47935	49236	50698	54761	57439	55614	59673	62355
4	47264	48572	49882	51393	55481	58179	56213	60300	63000
5	47866	49179	50500	52097	56169	58923	56822	60895	63648
6		49770	51135	52812	56863	59631	57444	61498	64264
7		50875	52258	54025	58138	60983	58612	62725	65570
8		52535	53952	55865	60034	62981	60451	64621	67568
9		54256	55742	57724	61991	65022	62308	66577	69628
10			57553	59679	64002	67153	64265	68590	71738
11				61691	66108	69322	66278	70696	73908
12				63637	68270	71579	68369	72857	76167
13					70487	73894	70534	75073	78480
14					72712	76296	72761	77445	80881
15					74605	78280	74653	79458	82985
16 or more					76096	79844	76145	81047	84645

APPENDIX D - GRIEVANCE REPORT FORM

Grievance # _____

DISTRIBUTION OF FORM

Grievance Representative
Immediate Supervisor
Association
Grievant

COMPLAINT BY THE AGGRIEVED

Aggrieved _____

Date of Occurrence _____

School _____

Date of Filing _____

Subject/Grade _____

Association
Grievance Rep. _____

Supervisor _____

Date of Informal Meeting _____

STEP I

A. 1. Statement of Grievance _____

2. Agreement Provisions Violated and How _____

3. Relief Sought _____

Signature

Date

B. Disposition by Principal/Supervisor _____

Signature of Principal/Supervisor

Date

C. Position of Grievant _____

Signature of Grievant

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant _____

Signature

Date

STEP III

A. Date Received by Board _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant _____

Signature

Date

STEP IV

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator are to be Attached.

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 risk to personal safety or the safety of others, which may merit immediate corrective action.

SIGNATORIES

FOR THE BOARD:



Superintendent

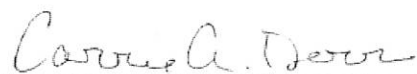
6/15/2021
Date



Board Chairperson


6/17/2021
Date

FOR THE ASSOCIATION:



President

6/15/2021
Date



Bargaining Chairperson

6/15/2021
Date

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