# COLLECTIVE BARGAINING AGREEMENT

Between

North Beach School District No. 64
and
North Beach Education Association

September 1, 2026 - August 31, 2028

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## PREAMBLE

This agreement is entered into between the North Beach School District Board of Directors, hereinafter referred to as the "District" and the North Beach Education Association, hereinafter referred to as the "Association." The term "employer" used hereinafter shall mean the Board of Directors or its lawfully delegated representative(s).

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

The Board and the Association recognize their mutual aim is to maintain effective employer/employee relationships. The parties having reached certain agreements pursuant to RCW 41.59 do hereby agree as follows:

# I. RECOGNITION OF NORTH BEACH EDUCATION ASSOCIATION

## A. Recognition

1. North Beach School District recognizes the North Beach Education Association as the sole and exclusive bargaining representative for all certificated personnel in positions requiring a teaching certificate and employed by the School District whether under contract or on leave, except the following:

    a. Superintendent

    b. Principals

    c. Vice-Principals

    d. Any other District employee excluded by definition under the terms of RCW 41.59

## B. Employer

1. The term "Employer" used hereinafter shall mean the Board of Directors, or its lawfully delegated representative(s). The term "Employee" shall mean any certificated employee represented by the Association in the bargaining unit as defined above when used hereinafter.

## C. Monthly Meetings

1. The District and Association shall determine a monthly meeting date for contract management and maintenance. The Association President and Superintendent will determine the need for the monthly meeting by the first Monday of each month. If no alternate times are picked by this date, the monthly meeting will be held on the second Tuesday of every month at 4:00 pm.

# II. ASSOCIATION PRIVILEGES

## A. Use of Buildings, Bulletin Boards and Distribution Service

1. The Association and its representatives shall have the privilege of using employer's buildings for meetings and to transact Association business.

   The Association shall have the privilege to post notices of activities and matters of Association concern on bulletin boards in the faculty lounge, the faculty lunch area, or another location frequented in each building by teachers in the employer's District.

2. The Association shall have the privilege to use the employer's distribution service, teacher mailboxes for communication purposes, and use of the District email for professional purposes.

## B. Access and Association Business

1. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

2. Association representatives shall suffer no intervention, undue delays, or harassment by the employer's representatives while representing any employee or while on Association business.

C. Availability of Information

1. The employer shall furnish upon request by the Association information concerning the financial resources of the District including but not limited to:

    a. Current annual financial reports and audits.
    b. Tentative budgeting requirements and allocations.
    c. Monthly revenue and expenditure reports and other documents or materials used at Board Meetings.
    d. Agendas and Minutes of all Board Meetings.
    e. Student enrollment and membership data.
    f. Names and address of all teachers and such other information as provided by the Public Disclosure law.

2. The employers shall deliver to the Association all requested information, or documents within twenty-four hours of the time of the request. If the employer feels twenty-four hours is not enough time to deliver the requested information, the time of delivery will be agreed upon when the request is made.

D. Association Privilege to Personnel Information

1. With the exception of closed placement files, the Association shall have the privilege of access to any and all personnel information required to fulfill its representation responsibilities only when authorized by the individual involved.

E. Released Time for Association Grievance Representatives

1. Association grievance representatives shall be recognized by the employer and their supervisory representatives in all of the employer's buildings and facilities.

2. Association grievance representatives in all employer's building and facilities shall be allowed reasonable and sufficient time to investigate and process grievances in compliance with the grievance procedure.

3. With the exception of closed placement files, the Association grievance representatives shall have access to any and all information necessary to process grievances in compliance with the grievance procedure.

4. The employer shall not hinder, interfere with, or in any way influence the selection of Association grievance representatives. Association grievance representatives shall not be transferred or re-assigned during their term as a grievance representative without their consent.

5. Association grievance representatives shall have access to all employees they represent.

6. Association grievance representatives shall have the right to present grievances to the employer or their designated representatives within the grievance representative's jurisdiction. Grievance representatives shall suffer no loss of pay, interference, or hindrance when carrying out this function as an Association grievance representative.

7. Association grievance representatives shall suffer no loss of pay when it becomes necessary for them to serve as a witness in an arbitration case, PERC (Public Employment Relations Commission) proceeding, excluding mediation, or any other such proceeding where their testimony is required or needed provided the action is not against the North Beach School District.

F. Orientation Programs

1. The Association shall be given up to two hours' time during the orientation day program to present Association programs to all employees with the bargaining unit.

2. The District shall provide the Association with a list of all newly hired bargaining unit members and bargaining unit members who have separated employment from the District upon request, which will include their names, assignments, hire dates, separation dates, and worksites.

G. Right of Association Consultation

1. The employer shall collaborate with the Association on any new, or modified fiscal, budgetary, levy, education, or construction program, or any other program, or change of concern to the Association. The Association shall be given the opportunity to advise the employer with respect to any of these above-mentioned matters prior to adoption or publication.

H. Association Release Time

1. Association representatives are mutually scheduled with the employer's representatives to participate in negotiations, grievance hearings, or other matters pertaining to the administration of this Agreement during working hours. Said representative(s) shall suffer no loss of pay, and a substitute(s) will be provided at the employer's expense.

I. School Board Meetings

1. Prior to the commencement of each meeting, the Association shall be provided a copy of the "Agenda of Board of Educators" and any related informational material/full Board of Education packet. This information may be provided electronically. However, the Association shall receive a copy of all printed Board materials at the meeting or prior to the meeting.

## III. EMPLOYEE RIGHTS/RESPONSIBILITIES

A. The employer shall not discriminate against an employee because of his/her private or personal life.

B. Employee Rights/Responsibilities

1. There shall be no discrimination against any employee or applicant for employment by reason of age, sex, race, ethnicity, creed, religion, color, national origin, , honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, homelessness, immigration or citizenship status, marital status, the presences of any sensory, mental, or physical disability, neurodivergence, or the use of trained dog guide or service animal by a person with a disability. The Association and the District will cooperate to assure compliance with District policies and non-discrimination laws.

2. There shall be no discrimination against any employee because of participation in any activity on behalf of the Association.

3. Employees shall comply with all District policies, rules, regulations, and the requirements of all statutory laws and administrative codes.

4. An employee may request a representative from the Association and/or counsel to be present when being formally reprimanded, warned, disciplined, or adversely affected by an administrator.

5. Employees shall be responsible, to a reasonable extent, for the supervision of school property and for the supervision of students under school-related circumstances.

6. The employee's position shall not be privileged as to his responsibility for statements which are libelous, slanderous, or which in any way violate the civil rights of others.

7. The Employee shall care for and be responsible for instructional materials and equipment and shall promptly report damage, loss, or theft of equipment, furniture, or fixtures to his/her supervisor.

8. The North Beach School District will comply with the OSHA/WISHA requirements.

C. Academic Freedom

It is the responsibility of school districts to educate young people in the democratic tradition to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. These democratic values can be transmitted best in an atmosphere that avoids censorship and inappropriate restraints upon free inquiry and learning, and in which academic freedom for the staff and the students is encouraged.

1. Economic, political, scientific, and/or socially significant topics are a part of appropriate instructional programs. Employees will use professional judgment in determining the appropriateness of the topic to the curriculum and the grade level of the students.

2. In the presentation of all topics, the employee shall make reasonable effort to affect a balance of divergent points of view and afford an opportunity for exploration by the students into all sides of the topic. The teacher's responsibility shall be to maintain objectivity so that various sides of the topics are given. To carry out this responsibility a teacher shall be well informed in the areas being studied and present the topic in a manner in which the objectives of the study are clear.

3. In discussing topics, the employee shall encourage student(s) to express their own views, in a manner that gives respect to other's rights and opinions. Students shall be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding the topics.

4. The right to academic freedom shall include the right to support or oppose political causes and issues outside normal classroom activities.

D. Personnel Files

1. Employees (or former employees) upon request, shall have the right to inspect all contents of their complete personnel file kept within the District as well as employment references transmitted by the employer. Upon request, a copy of any documents contained therein shall be afforded the employee. With the exception of closed placement files, there shall be no other secret, duplicate, alternate, or other personnel file kept anywhere by the District. A separate file for processed grievances shall be kept apart from the teacher's personnel file, which shall be open for inspection by the grieved teacher. Upon request, a copy of any documents contained therein shall be afforded said employee. A representative from the Association and/or counsel at the employee's request, may be present at this review.

2. Each employee's personnel file shall contain the following minimum items of information:

    a. The employee's evaluation reports.

    b. Copies of annual contracts.

    c. Transcript of academic records.

3. Any derogatory materials not shown to an employee within ten (10) working days after receipt or composition shall not be placed in the personnel file or allowed as evidence in any grievance, or any disciplinary action against such employee.

4. No evaluation, correspondence, or other material making any reference to any employee's (or former employee's) competence, character, or manner shall not be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach their own written comments.

5. The employee shall acknowledge that they have read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed. Such signature does not necessarily indicate agreement with its content.

6. Statements from sources other than certificated educators shall not be included in any personnel file without prior knowledge of the employee.

7. Upon request by the employee, the Superintendent, or their official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

E. Personal Property

1. Within the limits of the District's liability insurance policy, the employer shall reimburse the employee for replacement of personal property damaged, destroyed, or stolen during the course of their employment contingent upon prior registration with the building principal. The District does not cover automobiles and their contents.

## IV. RIGHTS OF THE BOARD

A. Rights, Duties, and Responsibilities

1. The Board, acting on behalf of the electorate of the School District, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the Laws and the Constitution of the State of Washington and/or the United States, except those relinquished in this Agreement. The Association recognizes that the Board is legally responsible for the operation of the School District and that the Board has the necessary authority to discharge all of its responsibilities subject to the laws mentioned above and to the provisions of this agreement.

B. It is expressly agreed that all rights except such as are relinquished herein by the District, are reserved to and shall continue to vest in the District.

## V. WORK YEAR / WORKDAY

A. Work year

1. Standard Work Year

a. The standard work year for certificated employees shall be 186 contract days consisting of:

i. 180 instructional days

ii. Six (6) planning days

2. Extended/ Reduced Work Year

a. The District shall determine the number of additional contract days offered to the association based on needs and resources by July 1.

b. Added days shall be compensated at the certificated employees per diem rate of pay.

c. New Certificated employees

i. Newly hired certificated employees shall be required to attend one (1) orientation day, which shall be paid at the certificated employees per diem rate of pay. At least one-half of the day shall be dedicated to the

basic practical details of employment including but not limited to key contract provisions, substitute teach finder, attendance and record keeping, leaves of absence, hardware and software requests and setup, etc.

ii. The Association shall be afforded at least one (1) hour of time on the agenda to meet with the new certificated employees.

d. Certificated employees who work beyond the 186-work year shall be paid a daily rate of pay computed a 1/186 of their annual basic salary.

e. Counselors shall be placed by the District on a work year of 186 days. Up to ten (10) additional days may be available when warranted by workload and mutually agreed upon by the administrator and the counselor.

3. Planning Days

a. Three (3) planning days shall be scheduled prior to the first student day in the fall. A minimum of one (1) full planning day shall be reserved for certificated employees to set-up and plan for the beginning of the year. There shall be one (1) day of professional development scheduled prior to the first student day and one (1) day of building directed professional development scheduled prior to the first student day.

b. For the purpose of completing IEPs and related paperwork, Special Education Teachers and Speech Language Pathologists will be released for up to two (2) days per month, September through June, for a total of ten (10) days. IEP Release Days will be scheduled district-wide before the first of each month except September which may be scheduled by September 10th.

c. CTE will be released for up to two (2) days per month. September through June, for a total of five (5) days. CTE Release Days will be scheduled the first of each month except September which may be scheduled by September 10th.

4. Evening Events/ Parent-Teacher Conferences

a. Fall and Winter Conferences will be three (3) half-day release days.

i. One (1) of the conference days will start forty-five (45) minutes after students leave for half-day release through the end of the workday.

ii. One (1) of the conference days will start forty-five (45) minutes after students leave for half-day release through the workday and into the evening. Junior/Senior high until 6PM; Elementary until 7PM.

iii. On the last day it will be a half-day release for staff and students.

5. School Calendar

a. The District shall present the Association with a projected calendar for the

subsequent school year in January.

b. The Association shall present their input to the Superintendent in their monthly meeting.

c. Professional development days and planning days shall be set in the school calendar before the end of the current school year.

6. Professional Development

a. The NBEA and NBSD both acknowledge the importance of professional development to support the continued growth of our district educators.

i. Every Wednesday is early release for students. The early release days shall be directed as such:

- The first (1st) Wednesday of each month is building directed
- The second (2nd) Wednesday of each month is teacher directed
- The third (3rd) Wednesday of each month is district directed
- The fourth (4th) Wednesday of each month is for staff collaboration or PLC
- Any fifth (5th) Wednesday shall be teacher directed

ii. NBEA and NBSD shall collaborate to produce an intended PD calendar by the Friday before the first scheduled early release of the school year. The District shall confer with the Association about any changes to the intended PD calendar in a timely manner.

B. Workday

1. Workdays for certificated employees shall only be Monday through Friday.

2. The workday shall be thirty (30) minutes before and thirty (30) minutes after the instructional day.

3. The work shall be seven (7) hours thirty (30) minutes with a thirty (30) minute duty free lunch.

4. Certificated employees shall not be required to perform duties for more than seven-and-one-half hours on a workday.

5. Passing time during which a certificated employee has direct responsibility for students shall not be part of the thirty (30) continuous minutes' duty-free lunch.

6. Certificated employees who leave the school site during lunch or prep period shall notify the school office.

7. Itinerants

a) The workday of a certificated employees who works in more than one (1) building

or is assigned duties outside the District shall not exceed the workday above and shall be covered by planning time and other provisions of this Article.

b) An adequate amount of travel time shall be allowed for certificated employees who must change worksites during the workday.

c. Neither planning time nor the duty-free lunch shall be used for travel time between worksites.

## VI. INSTRUCTION

### A. Teacher Prep Time

1. All secondary teachers will have a daily duty-free planning period equal to one class period except on early release days on which not all periods meet. Therefore, the District will ensure that the periods that meet on early release days will alternate in order to guarantee a planning period every other release day.

2. Elementary school teachers shall have at least 250 minutes per week for duty-free preparation time on weeks not including early release. This time will be provided within the student day in blocks of no less than 25 continuous minutes, exclusive of passing time. For early release days, there shall be a reduced period, in proportion to the length of the student day.

3. In the event that an administrator requests a teacher to give up prep-time, the teacher will be compensated at their hourly per diem rate. This “loss of prep “will be entered into Frontline.

4. Prep time shall not be ½ hour before school, during the ½ hour lunch period, or ½ hour after school.

5. Prep time shall be for the purpose of employee-directed planning and preparation for instruction and carrying out duties normally associated with their teaching assignments. Such time is not subject to district-directed activities. Employees shall not be required to teach, supervise students, or "cover" classes during their prep time.

6. Employees shall not be required to combine classes or be pulled from their regular duties for the day. In the event a certificated employee agrees to combine classes, or be pulled from their regular duties, due to lack of coverage, they shall be compensated for each day at the substitute rate in addition to their regular compensation.

### B. Classroom Size and Instructional Groups

1. The District and the Association believes that constructive solutions are best made collaboratively. Other stakeholders (association membership and administrators) may be involved at any step in the process for the purpose of collaboratively resolving every issue in the best interest of our scholars.

2. The District and the Association mutually agree that appropriate class sizes are an integral part of the success of our teachers and our scholars. To this end, the district pledges to be in full compliance with the class size funding allocations from Washington State, with grade level class sizes not to exceed:

CLASS SIZE LIMITS

Preschool: The class size shall not exceed 16.

Transitional Kindergarten: The class size shall not exceed either 10 students or between 10 and 20 students with para professional support.

Grade K: 20 students

Grades 1-3: 25 students

Grades 4-6: 28 students

Grades 7-8: 30 students

Grades 9-12: 32 students per period

Band/Choir/: No specific number noted

PE: 38 students

3. A class size irregularity may occur when a class(es)' student enrollment exceeds the number of students mentioned above for a minimum of ten (10) school days:

   a. Due to normal enrollment fluctuations at the start of school, the District shall have until the end of the third (3rd) calendar week of the school year to resolve any class size irregularities.

      Options for addressing the issue shall be (i) transferring students; and/or (ii) hiring additional staff.

   b. If either option (i or ii listed above) is not possible, the teacher shall receive the following compensation, which shall be retroactive to the start of the school year, provided that student enrollment meets the ten (10) day enrollment requirement.

      i. An elementary employee stipend of $60 per day, paid monthly for every student over the maximum provided the student enrollment meets the minimum (10) day student enrollment requirement.

      ii. A secondary employee stipend of $40 per student over the class size limit per period, per day, paid monthly, provided the student enrollment meets the minimum ten (10) day student enrollment requirement.

      iii. When the class size falls to at or below the limit, the compensation will discontinue.

4. Split Classes

   a. The District and Association agree that split classes are not in the best interest of students or our educators. Our shared goal is to eliminate split classes as an operational strategy. Additionally, it is recognized that split classes are in conflict with the agreed upon disincentive value of overages in Article VI Section B and Article VII Section A. If the District requires a split class at the elementary level, the affected employee shall be compensated at the rate of .10% (of BA+0/0 Base) stipend paid in twelve (12) equal payments over the contracted year.

C. Workstation Visitations

1. To provide the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are set forth:

    a. All visitors to a school and/or classroom work station(s) shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with and received approval of the teacher.

    b. Upon the employee's request, the employee shall be afforded the opportunity to confer with the classroom visitor after the visitation.

D. Grading/Progress Reports/Skyward

1. Providing parents and students up-to-date academic information through the use of Skyward is one way we can communicate the amount and quality of academic work completed and the relationship between that work and grade level standards. The NBSD and NBEA agree that grades shall be recorded electronically using only the Skyward grading system. Middle and high school teachers shall update grades in Skyward weekly, and elementary school teachers bi-weekly.

2. Furthermore, all teachers are expected to share regular progress reports with parents to increase parent involvement and facilitate communication between parents, students and teachers. These progress reports can be sent electronically via Skyward, provided as a hard copy, or in whatever format the teacher deems most appropriate for their class, while ensuring that communication occurs in a way that parents can receive it.

## VII. SPECIAL SERVICES

A. Special Education Teacher: Special Education Teachers shall have input into the distribution of students with disabilities that have current IEPs to provide the best possible services to students.

1. A special education teacher's weighted class size/IEP caseload shall not exceed 27. In the event that the special education teacher's weighted class size/IEP caseload exceeds 27, the teacher shall be compensated at a rate of $75 per LRE count, per day, paid monthly. At no time shall any caseload manager's LRE count exceed 30 students.
2. If a general education classroom teacher disagrees with the weighted assignment for any student, they should contact their building principal, building representative, special education teacher and special education director. This team (principal, special education director, special education teacher, and classroom teacher) will meet within five (5) days to resolve designation.

3. In considering general education class construction, administrators and teachers will work collaboratively to balance classes based primarily on the unique needs of students, to include social- emotional, behavioral, and individual learning plans in accordance with the weighted caseload rubric (LRE) assigned to students who receive special services. Parent requests for specific teachers will not preclude the goal of constructing balanced classes based on student needs.

<u>WEIGHTED CASELOAD RUBRIC</u>

(Based on total IEP service minutes of pull-out support plus in-class support)

LRE
60% - 100% in General Education: 1
0 – 59% in General Education: 2

4. Since the nature of the work of each category of special education staff is unique, the Special Education Director and special education staff will review and communicate about caseload whenever requested by either party. The purpose of the review will be to evaluate programming and communicate caseload concerns and recommendations. Either the special education staff or the Special Education Director may make recommendations.

5. The following procedure will be used to assist special education certified staff members in keeping enrollment at reasonable and workable levels:

    a. The building principal, and special education certified staff member(s) will meet within five (5) workdays when concerns are brought forward and discuss possible solutions. Recommendations will be forward to the Special Education Director and Superintendent.

    b. Should the caseload concerns of a special education Employee require relief, the following options will be considered and mutually agreed upon by the Association, District, and special education employee:

        i. Added classroom paraeducator time
        ii. Specialist/consultant services
        iii. Reassignment of some students to another case manager or added certificated staff
        iv. Additional release time for planning
        v. Other forms of assistance mutually agreed upon by Association, District, and special education employee

B. Speech-Language Pathologist:

1. Caseload: 55 students on roster AND 35 evaluations/re-evaluation per school year.

    a. Overload will be paid at the member's per diem per week:

        i. Above 55 rostered students = 1 additional hour per student, per week if no other workload mitigation solutions can be reached.

        ii. 2 additional hours at per diem, per school year for every Communication evaluation/re-evaluation in excess of 35.

C. Paraeducator Time

1. Paraeducator time shall be allocated to special education programs according to the needs of the individual caseloads and needs of the students as stated in IEPs.

## VIII. STUDENT DISCIPLINE

For the purpose of this section, the following definitions shall apply:

A. Definitions

1. Physical Attack/Harm: Intentionally touching (e.g., poking, pinching, pushing) or striking of another person against their will or intentionally causing bodily harm to an individual.

2. Threat/Causing Fear of Harm: Physical, verbal, written or electronic action, which immediately creates a fear of harm, without displaying a weapon and without subjecting the victim to actual physical harm.

B. Joint Responsibility

1. The parties recognize that applying student discipline, and upholding the District Student/Parent handbook, is a joint responsibility of all employees and the District.

2. All parties acknowledge that these provisions are subject to the due process requirements of state and federal law regarding disciplinary actions affecting students.

C. Professional Judgement

1. Certificated employees will exercise professional judgment in the area of student discipline and in taking corrective action.

2. The District shall support employees in their use of prudent, legal and reasonable corrective measures intended to support purposeful learning relationships, maintain order, cultivate discipline, and to protect the safety and well-being of students and employees.

D. Assisting Certified Employees

1. To assist certificated employees in the exercise of corrective actions, the District, within the context of applicable law and District policy regarding student discipline, shall:

    a. Ensure that each building annually reviews the written District disciplinary standards and expectations prior to the beginning of each school year. This meeting may also be used to update all employees regarding applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights and processing of student discipline.

    b. Recognize and support an employee's use of such appropriate physical restraint as is necessary to protect themself, a fellow employee, administrator, or a student from attack, physical abuse or injury.

    c. Recognize the right of employees to expect acceptable behavior from all students and specifically to recognize the right of a teacher to take corrective action when a student disrupts normal classroom activities, abuses or insults a teacher as prohibited by law, willfully disobeys a teacher, uses abusive or foul language directed at a District employee, school volunteer, or another student, violates school rules, or who substantively interferes with an orderly education process.

    d. Disruptive students will be directed to the school office or administrative office for additional support/guidance.

e. Each school building will maintain a private, designated area, for students to de-escalate when they are removed from the classroom that is away from public view. The goal in supporting students and teachers with this designated space is to ensure that no further disruption occurs and that the academic process for both the removed student and students in each classroom are able to be maintained.

E. Exclude a Student from Class

1. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted multiple corrective actions and redirection. Administrators will provide support and coaching to teachers to ensure that they have multiple strategies to use for such corrective actions and redirection.

2. The teacher may exclude said student from their classroom and instructional activity until an appropriate re-entry conference has occurred between the teacher, student, administrator and parent when appropriate. The teacher or administrator will contact the parent/guardian at the earliest convenience.

F. Removal of a Student when an Administrator is out of the Building

1. The parties shall meet prior to the beginning of the school year to develop a plan for handling students removed from class when the principal, supervisor or professional designee is out of the building and therefore, not available for a conference as requested by the certificated employee. Such plan shall be prominently posted in each building's staff lounge prior to the first day of classes.

G. Continued Unacceptable Student Behavior

1. If unacceptable student behavior continues, at either's request, the principal, or supervisor, and the certificated employee shall develop and implement a mutually acceptable behavior correction plan involving, as appropriate, the principal, supervisor, certificated employee, student, and parent(s)/guardian(s) and other resource staff.

   a. The plan could include, but would not be limited to, behavior contracts, involvement of appropriate community agencies, and use of time-out rooms or other activities.

   b. The plan shall include the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, certificated employee, administrator and others.

2. If the plan does not result in a change in the disruptive behavior, the administrator, in conference with the certificated employee, will take additional steps as may be appropriate.

H. Administrative Response to Student Discipline Concerns

The administrator carrying out disciplinary action shall respond in writing within 48 hours to the referring employee regarding major infractions by students.

I. Weapons

1. Any student who has been involved in a violation of state or federal law regarding weapons at school shall be immediately suspended pending administrative investigation.

J. Threats of Harm to the Person, Family Members, or Property of a Certificated Employee

1. Any student making a serious or menacing threat of harm to the person, property or family members of a certificated employee shall be immediately subject to appropriate discipline.

## IX. MENTOR PROGRAM AND PROFESSIONAL DEVELOPMENT

A. Certificated Employee Mentor Program

1. The district shall maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced certificated employees. Any teacher not fully certified or in their first year of service in the North Beach School District shall be assigned a mentor.

2. Depending on the needs of the district and the mentor program, mentors/mentee assignments may be on either a full-release or an extended responsibility basis at the discretion of the Superintendent. Mentors and mentees shall be assigned by September 15 of each school year.

3. Full-release mentors will be called TOSA's (Teachers on Special Assignment) and will be compensated based on their placement on the teacher salary schedule. Should TOSA's perform work outside the contract day/year, their compensation will be adjusted in alignment with other contractual salary provisions for certificated staff. TOSA's, because they do not have classroom responsibilities, will not be assured a daily planning time.

4. Extended responsibility mentors shall be compensated according to Exhibit B – Supplemental Contracts.

5. Special Education teachers shall receive mentoring from a Special Education Teacher, or if none is available, the Special Education Director, or Superintendent's designee.

6. The mentor program shall operate within the following parameters:

   a. A certificated employee must have contract status, and four (4) or more years of experience as a classroom teacher, and evidence of their exceptional work as a classroom teacher (student achievement growth data, etc.).

   b. Mentors are not evaluators and should not participate in the evaluative process with the supervisor. Furthermore, all parties agree that the mentor/mentee relationship is a privileged one, based on mutual trust, with the expressed goal of supporting teacher growth and self-reflection. Supervisors are encouraged to establish and maintain open dialogue with both mentors and mentees in an open

and collaborative way while still respecting the confidential nature of this relationship.

c. Mentors may be offered as a support structure to teachers who have been identified for improvement or placed on a plan of improvement. Educators who have been identified for improvement or placed on a plan of improvement are not obligated to engage in the mentor program. The mentor program is designed as an "opt in" structure of support for teachers who are fully certificated and beyond their first year of service.

d. Assessments and mentor notes shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.

7. Mentees shall not be required to develop additional professional goals beyond what is required by TPEP.

8. Any certificated employee released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.

B. Professional Development

1. It is recognized that an effective professional development program is necessary to provide continuing opportunities for the growth of employees. Therefore, the District with input from the Association, shall periodically survey employees to determine employee development needs. The District shall primarily align training with OSPI certificate, or any other, renewal requirements and, secondarily, with surveyed preferences. Such surveying, planning, and implementation may be done with the assistance of other organizations/entities.

2. Professional development activities may include, but are not limited, to the following areas in order of importance:

   a. Workshops and classes designed to meet student needs.

   b. Released time for staff development workshops.

   c. Release time for classroom observations and visitations.

3. Professional development activities may occur on contractual in-service days or at other times mutually agreeable to the District and the Association.

4. The District will provide professional development on early release days designated for Building and District professional development. Qualified trainers, from both in-district and out-of-district, shall be eligible for training assignments. In-district trainers may be paid up to five (5) hours at their hourly per diem rate for preparation With supporting evidence, and prior administrative approval, more than five (5) hours of preparation time may be paid.

   a. The District shall develop and implement an in-service training program for any employee(s) who will be responsible for the new curricular program.

# X. LEAVES

## A. Sick Leave

1. Every employee holding a regular full-time position shall accrue a total of twelve (12) days with pay for illness, or injury for each school year. Unused leave under this provision shall accumulate. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the relationship of their basic workweek of 40 hours.

2. Personal illness leave may be used for medical, dental, and ocular appointments when absence during the working hours for this purpose is authorized 48 hours in advance by the appropriate supervisor. In any instance of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one-half day.

3. When an employee will be absent from work due to illness, they shall give notice to the principal, or the person designated by the Superintendent to receive such notice, no later than 7:00 a.m. of the first day of illness. If the absence may be for consecutive days, the District shall be notified of the probable date of return. An employee shall notify the building principal of intention in a timely manner.

## B. Bereavement Leave

1. Up to five (5) days leave per occurrence with pay shall be authorized by the District in the event of a death of any member of the immediate family. Immediate family includes mother, father, spouse, son, daughter, brother, sister, mother or father-in-law, stepchildren, stepmother, stepfather, grandmother, grandfather, or any relative living in the same household.

## C. Parental Leave

1. An employee requesting maternity or paternity leave should give written notice to the employer at least four (4) weeks prior to commencement of said leave. The written request for maternity/paternity leave should include a statement as to the expected date of return to employment, not to exceed one (1) year.

2. Paternity leave shall be granted for a period not to exceed one (1) year for which the employee may use any portion of their personal illness leave.

3. An employee returning from parental leave shall be placed in the position last held, or in a similar position.

4. See Washington State FMLA Law.

## D. Personal Leave

1. An employee will be granted three (3) days per year for personal leave. The three days taken each year will be compensated at the employee's normal daily rate. Not more than (2) staff members per building and not more than four (4) per day in the District may take personal leave at the same time. An employee must make a written request to the employer two (2) weeks prior to taking personal leave on any day immediately following a school holiday.

2. Employees, who do not use their personal leave, may carry over a maximum of five (5) days of personal leave into the next school year. The maximum amount of personal leave available in any year is five (5) days. Any amount of personal leave over five (5) days is forfeited.

3. By June 30th employees can notify the business manager to cash out up to four (4) personal leave days at the daily substitute rate to be paid out in July.

E. Leave of Absence

1. A Leave of absence may be granted up to one (1) year without pay. Such leave may be granted for professional study, travel, recuperation, working in a professionally related field. Association or association-related business, family matters, campaigning for and serving in public office. The Superintendent or their designee may grant leaves for other purposes as they choose.

   Employees on leave must request in writing no later than March 15, prior to the school year, their intention to return. Upon return from leave, the employee shall be placed in the position last held or in a position for which they are qualified in the District and shall return to their position on the salary schedule.

F. Jury Duty Leave

1. Leave of absence will be granted to an employee who has been issued a subpoena for appearance in court, or any other legal proceeding for which a subpoena is served. There will be no deduction in pay for this obligation, on the condition that any fees received for services performed during working hours shall be remitted to the School District business office.

G. Military Leave

1. Annual Active-Duty Training (Reserves or National Guard)

   a. Any certificated employee serving as a member of the National Guard, or Reserve component of the Armed Forces of the United States is entitled to leave with pay for active duty required in fulfillment of military obligations, shall be granted a maximum of twenty-one (21) days leave for such duty in any one calendar year; provided that such reservist shall present evidence to the District that they have made an effort to arrange for such duty during the summer months or other school vacation period.

2. Extended Active Duty

   a. All present employees who have been called, or volunteer (because of imminent compulsory duty) for active duty in the Armed Services of the United States, irrespective of a state of national emergency being declared, shall accrue experience credits equal to what they would have had with continuous employment in the District to a maximum of two (2) years, providing they return to the School District at the beginning of the next school year after release from military duty. Additional time may be granted at the discretion of the Board of Directors. Special consideration may be given to employees who choose to enlist

during times of national emergency.

b. A guarantee of re-employment after military leave is contingent upon notification to the Personnel Office at least four (4) months before the commencement of the next school year of the intent to return.

c. A teacher does not waive any rights in the North Beach School District if, after release from military service, he teaches in another district for an interim period before commencement of classes for the next school year.

d. All accumulated sick leave and other employee benefits will revert to the employee when they return to the School District. However, no employee benefits will accrue during absence from the School District.

e. Any person returning from military service will have no guarantee of in-position placement but is assured of District placement.

H. Loss of Benefits

1. All leave benefits may terminate and/or be forfeited upon termination of employment.

I. Teacher's Role as Parent

A teacher acting as a parent shall be granted leave without loss of pay or benefits for conditions involving the child(ren) including the following:

1. Parent get together and/or class day
2. Parent-teacher conferences
3. Graduation
4. Field trips (up to one (1) per year)

No teacher can use more than three (3) days per year. Whenever possible, employees will give the District reasonable notice of their intent to use such leave.

J. Leave Without Pay

1. Leave without pay shall be entered on Frontline by office staff, administrator or Superintendent. If a certificated employee must take leave without pay, they shall communicate with their direct supervisor. Leave without pay must be in writing and approved by direct supervisor. Prior to approval all other leaves must be exhausted.

K. Leave Sharing

1. Certificated employees are eligible to receive donated leave per RCW 41.04.665, if all below are true:

a. The employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, condition; the employee needs the time for parental leave; the employee is sick or temporarily disable because of pregnancy disability; the employee is a victim of domestic violence, sexual assault, or stalking; the employee has been called to service in the uniformed services; a

state of emergency has been declared anywhere in the United State by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devasted area, and the governmental agency or nonprofit organization accepts the employees offer of volunteer service;

b. The employee's absence and the use of shared leave are justified by documentation;

c. The employee has depleted, or will shortly deplete, their annual leave and sick leave reserves;

d. The employee has abided by District rules regarding sick leave use; and

e. The employee has diligently pursued and have been found to be ineligible to received industrial insurance wage replacement benefits.

2. District employees may donate leave as follows per RCW 41.04.665:

a. An employee may transfer a specified amount of sick leave to an employee requesting shared leave only when the donating employee retains a minimum of one hundred seventy-six hours (176) of sick leave after the transfer.

b. An employee may transfer, under the provisions of this section relating to the transfer of leave, all or part of their personal holiday, as that term is defined under RCW 1.16.050, or as such holidays are provided to employees by agreement with a school district's board of directors if the leave transferred under this subsection does not exceed the amount of time provided for personal holidays under RCW 1.16.050.

c. The number of leave days transferred shall not exceed the amount authorized by the donating employee.

d. Any leave donated by an employee, which remains unused, shall be returned to the donor. To the extent administratively feasible, leave transferred by more than one employee shall be returned on a pro-rata basis.

3. Leave shall be calculated on a day-donated received basis.

4. Employees eligible to share leave may share leave with employees of other public employers, pursuant to Washington Law.

## XI. EMPLOYEE SUPPORT FACILITIES

A. The District will maintain facilities and equipment for the use of employees in each building:

1. Space to store instructional materials and supplies.

2. A work area to aid in the preparation of instructional materials.

3. A desk, chair and a filing cabinet, when requested. Any new filing cabinet will include a lock.

4. All employees shall be provided with keys, which will allow access to their classroom, their faculty lounge, work areas, and assigned building(s).

## XII. VACANCIES, ASSIGNMENTS AND TRANSFERS

### A. Vacancies

1. It shall be the policy of the District to recruit, hire, and promote the best-qualified persons, with preference given to certificated applicants. The Association will be provided a list of applicants with their qualifications. The hiring process shall be undertaken without regard to age, sex, race, ethnicity, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, genera expression, gender identity, homelessness, immigration or citizenship status, marital status, the presences of any sensory, mental, or physical disability, neurodivergence, or the use of trained dog guide or service animal by a person with a disability.

2. As soon as a vacancy occurs during the regular work year, the District shall deliver to the Association via email, a notice of such vacancies. District shall post the vacant position within five (5) days of Board approval, any vacancy with the location and grade level/subject specified via email. The District and Association must agree on a delay of more than five (5) days on any posting. If any change occurs in a posted position, an amended notice shall be posted via email to applicants and the Association.

3. When school is not in session, a listing shall be emailed to the Association.

4. Vacancies refer to any newly created position, or to any position, which becomes vacant due to resignation, transfer, or leave amounting to one (1) year or more. Every effort shall be made to fill the position as quickly as possible with the best qualified candidates as defined in XII.A.1 above.

5. Vacancies will be filled in-building first, followed by in-District candidates. When vacancies occur, any current staff member interested in the position shall apply in writing to the District Office and shall be given preferential consideration for that position. Preferential consideration does not guarantee selection.

6. All in-District staff members who apply for vacancies shall be notified of the outcome of their application within five (5) days of the filling or withdrawal of a specific position.

### B. Assignments

1. No employee shall be reassigned to a class inside his/her major, or minor area of preparation, or area of experience without first being consulted by the building principal. Such consultation shall include, but is not limited to, an explanation of the reasoning behind consideration of the assignment.

2. No employee shall be assigned to a class or position outside their endorsement area, or area of experience without their written consent.

C. Transfers

1. Voluntary Transfer: The District will first attempt to fill the vacancy on a voluntary basis. Such vacancies shall be posted in accordance with Article XII.A.2 above.

    a. The employee being forced to transfer will not be the only teacher in the building they are leaving who is qualified to teach a class in that building which is deemed necessary under Article X, Section C.

    b. If more than one employee meets the criteria in C-1, the employee with the least seniority as determined under Article X, Section D shall be the employee forced to transfer, subject to review and approval by the Superintendent.

    c. Should an employee, other than the least senior, who is affected by the application of this agreement disagree with a forced transfer as approved by the Superintendent, the Association must appeal said transfer within five (5) days to a committee consisting of two (2) Board members, two (2) Association members, and one (1) nonpartisan third party (to be mutually agreed upon by the District and Association).

## XIII. REDUCTION IN FORCE

A. Introduction

1. There are five (5) basic steps in a reduction in force. These occur in logical and temporal order as listed below. In order to carry out all of the steps in a timely fashion, the District agrees to hold two (2) regularly scheduled Board meetings a month during March and April, if necessary, and a least one (1) regularly scheduled meeting in April before April 15.

B. Necessity and Extent

1. The Superintendent may recommend a reduction in force (RIF) to the Board. If such a recommendation is made it must be made at least by the regularly scheduled Board meeting in March. The Board shall take no action on the RIF and shall invite the Association to make a recommendation at the next regularly scheduled meeting.

2. The Board shall determine the necessity for a RIF and its extent at least by the regularly scheduled meeting in April. At that time, the seniority lists referred to in Article XIII.D.3 will be made available by the Superintendent's Office. One copy will be sent to the Association and copies will be available to any teacher who requests one.

3. Before that decision is made, the District shall determine, as accurately as possible, the total number of teachers leaving the District for reasons of retirement, family transfer, resignation, leave of absence, discharge, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available teacher positions for the following year. Any decision by the Board that the certificated staff of the District should be reduced for the following school year shall be for financial necessity resulting from levy loss, District-wide or site-specific declining enrollment, or other loss of revenue, (e.g., a substantial reduction in the state per pupil allocation of funds). Every reasonable effort shall be made to reduce budget areas other than

teaching.

C. Educational Program

1. If the Board has determined that RIF is necessary, the Superintendent shall recommend the content of the educational program of the following year to the Board at a Special Meeting scheduled later in April. The Board shall determine at the meeting the educational program for the following year. The following guidelines shall be followed in determining the programs and services to be retained, reduced or eliminated:

    a. Reductions shall be made in non-instructional areas prior to the lay-off of any certificated staff.

    b. Priority will be given to maintain books, supplies and equipment used by students in fulfilling basic classroom objectives.

    c. Efforts will be made to maintain programs which are dependent upon categorial revenues and local expenditures (i.e., special education, vocational education, Title I). Priority will be given to those programs directly related to basic program objectives.

    d. Student activity programs funded by the District are recognized as an integral part of the District's total educational program. Some activity programs may be continued at a reduced level of funding. Activity programs which cannot be continued at a reduced level of funding shall be eliminated.

    e. Elimination of supplemental extra-curricular and/or extended day contracts shall occur before the number of certificated employees is reduced, except for positions funded through a grant.

D. Educational Staff

1. If the Board has determined a RIF is necessary and if the Board has established an educational program for the following year, the Superintendent shall apply the provisions of this section to determine the educational staff for the following year.

2. The District will provide an announcement to the certified educators in the areas where the RIF must occur, offering the opportunity for certified educators that would not otherwise be laid off to voluntarily apply for a two (2) years unpaid leave of absence. Any certified educator that volunteers for such leave shall continue to receive paid medical and dental benefits for up to two (2) years. Such leave may be extended for an additional year (1) providing that the layoff conditions remain. Such educators will have the same right to return to work as a certified employee returning from a leave of absence.

3. One seniority list shall be prepared. Seniority is defined as the number of years a teacher has taught in public or private education, grade P-12, as reflected on the S-275 Form, or SPI records.

    Ties will be broken in the following order:

    a. Placement on the salary schedule to include consideration of credits within the steps as recorded in the Personnel Office as of October 10th of the current school year.

b. Washington State teaching experience

c. All teaching experience outside P-12

d. Hire date with the North Beach School District

e. If necessary, a drawing of lots conducted by a disinterested third party

4. For each position that will be reduced, the teacher with the least seniority in that department shall be non-renewed unless the teacher is determined to be necessary to the educational program for the following year as defined below.

5. A teacher who by seniority is being considered for RIF shall be determined to be necessary for the educational program of the next year, if that teacher during the current year teaches a class that is included in the next year's educational program that no other teachers in the District is qualified to teach as defined below.

6. A teacher is qualified to teach a class, or elementary grade, or a categorical program if that teacher has an appropriate teacher certificate, and for a categorical program, satisfies the appropriate state, or federal requirements and either has the equivalent of a major, or a minor appropriate for the class, or grade, or has been classified as Highly Qualified, or has taught the particular class, or elementary level any year, or trimester during the last three (3) years counting the current school year, unless the teacher specifically requests not to be considered.

7. Once the Superintendent has determined the educational staff for the next year, the Superintendent shall give notice to those teachers who will be non-renewed. This notice shall be given early enough to allow the appeals procedure to take place before May 15.

E. Appeal

1. If a teacher has been non-renewed through the provisions of this article on RIF, the teacher shall have the right to appeal, in writing, the Superintendent's decision within five (5) days. Any documented evidence must be presented within the five (5) day period.

2. The Superintendent shall then correct any mistakes in the records, or add any new information to the records and notify other involved teachers, also allowing time for appeal, if possible.

F. RIF Employment Pool

1. All teachers who have been non-renewed through the provision of this article on RIF shall be placed in a District RIF employment pool and shall be considered for any vacancy in the District, which occurs through the next school year. Such teachers may remain in the District employment pool for an additional year provided written notice of such intent is submitted by the teacher to the District no later than May 1 of the year following in which the RIF took place. The term "vacancy" shall be liberally construed and shall include any position that becomes available for any reason. A teacher in the RIF employment pool shall also be offered substituting jobs on a priority basis during the time they are in the pool. A teacher may direct the Superintendent to remove their name from the RIF employment pool at any time.

2. When a teacher is re-hired from the pool, the teacher shall be granted the years of experience, days of accumulated sick leave, and seniority, which the teacher had at the

time of the RIF. In addition, if during the period of reduction, a laid off teacher increased their educational training, then upon being re-hired, the teacher shall have the additional training credited to the teacher and such additional training shall be used to calculate the teacher's position on the salary schedule.

3. While in the employment pool, a teacher may, at their option, be continued in the insurance programs of the District, provided the teacher reimburse the cost of the insurance program to the District in advance by the first of the month.

## XIV. JUST CAUSE

A. Definition

1. No educator shall be disciplined (including verbal, written, reprimands, suspensions, reductions in rank or professional advantages, discharges, non-renewal, terminations or other actions that would adversely affect the educator) without just and sufficient cause.

B. Basis for Action

1. All information forming the basis for any disciplinary action to be taken by the employer, against an employee shall be made available in writing to the employee.

C. Removal of Notice from Personal File

1. At the end of one year, the employee may request to the Superintendent that such disciplinary notice be removed from their file in the event that no further occurrence of a similar incident has been repeated in this time period.

## XV. ECONOMIC PROVISIONS

A. Individual Employee Contracts

1. The employer shall issue to each employee an individual contract, school calendar and a copy of the District Salary Schedule.

2. The employer agrees not to issue individual contracts to employees while negotiations are in progress, unless a mutual agreement to do so has been reached by both the Association and the Employer.

3. The total length of the regular employee's contract shall be one hundred eighty-six (186) days.

4. Any employee contracted for days in excess of, or in addition to, one hundred eighty-six (186) days shall receive additional compensation based on 1/186 full per diem of the employee's regular contract rate of pay.

5. There shall be a supplemental contract for the specified extra-curricular assignments as provided in Exhibit B. Appointments to extra-curricular assignments shall be for one (1) year.

6. The employer agrees to notify employees, in writing, of appointments for the following year prior to the close of the current school year.

7. Total payment for supplemental contracts will be made during the supplemental contract period.

8. Salary increases for each year of this Agreement, and each year hereafter, will be the State flow through dollars allocated for each year plus any additional amount that is negotiated by the parties.

    a. A 2-year contract with a salary opener for the 2027-2028 school year.

    b. For the 2026-2027 school year, the District commits to distributing the IPD generated dollar amount evenly as a percentage of the base.

B. Salary Payment Method

1. All employees under contract for twelve (12) months shall be paid in twelve (12) equal monthly installments. Payroll checks shall be issued to the employees on the last business day of each month. For those employees hired after the start of the school year, their pay will be divided into equal monthly payments equal to the number of full months between the date of hire and the following August.

2. All compensation owed to an employee who is leaving the District shall be paid at the end of the first pay period after the final day of work.

C. Payroll Deductions

1. The employer shall upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for Association dues, insurance plan, WEA-PAC, tax-sheltered annuities, credit union, or any other plan or programs jointly approved by the Association and the Employer.

2. The Association will indemnify, defend and hold the district harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amounts paid in error.

D. Insurance Benefits

1. Insurance is provided through the State Employees Benefit Board (SEBB).

E. Substitute Pay

1. The compensation for substitute employees shall be as follows:

    a. Beginning with the twenty-first (21) NBEA contractual teaching day in the same position, the substitute shall be paid according to appropriate placement on the District Salary Schedule.

F. Summer School Pay

1. In the event of summer school, assignments, except categorical programs, shall be paid at regular employee's contractual rate, in accordance with the employee's salary schedule, pro-rated to fit the length and duration of the assignment as compared to a regular employee's contract.

G. Travel

1. Employees utilizing their private automobile to travel on school business, or by the nature of their assignment must travel between schools, or are required to make home visitations, shall be reimbursed at the state determined rate.

H. Sick Leave Cash Out

1. At the beginning of each school year, each employee covered by this Agreement shall be credited with an advanced sick leave allowance of twelve (12) days. In the event of illness of an employee, the appropriate deduction will be made. Sick leave shall accumulate to a maximum of one hundred and eighty (180) days.

2. Pursuant to current statute, 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 February of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each February thereafter, at a rate equal to one (1) day monetary compensation to the employee for each (4) full days of accrued sick leave, not to exceed three (3) days per year. The employee's sick leave accumulation shall be reduced four (4) days for each compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

3. At the time of separation from School District employment, due to retirement or death, an eligible employee or the employer's estate shall receive the remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury, PROVIDED that an employee shall be entitled to all the benefits conferred by the section of the effective date of this act, but the District may in discretion, delay payments due upon retirement or death with interest at a rate of eight percent (8%) per year, to an eligible employee, or the employee's estate until September 1st of that year.

I. New Employee

1. Each new teacher shall be provided one (1) additional day, at the per diem rate, at the beginning of the school year.

## XVI. SCOPE OF AGREEMENT

A. New Policies

1. The parties agree that wages, hours, terms, and conditions of employment shall be negotiated in good faith and be put into effect during the life of this Agreement.

B. Maintenance of Standards

1. This Agreement shall supersede all rules, regulations, policies, or resolutions of the employer, which shall be contrary to, or inconsistent with its terms.

2. The employer agrees that unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied to eliminate, or reduce, or otherwise detract from current individual insurance benefits in effect prior to the effective date of this Agreement.

3. The rights, privileges and benefits, which are accorded to employees under state and federal law and regulation, are guaranteed by this Agreement, and neither the employer nor Association shall act to restrict them in any way.

C. Conformity to Law

1. The Employer and the Association agree that this contract shall be binding on both parties except that if any section, or provision is, or shall be contrary to law, then such section, or provision shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this contract shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

D. Distribution of Agreement

1. Within thirty (30) days following ratification and signing of this Agreement, the employer shall print and distribute to all employees, copies of this Agreement. Five (5) additional copies shall be provided to the Association. The employer upon issuance of their individual contract shall provide all employees new to the District a copy of the Agreement and such Agreement shall be available to all applicants for employee positions.

2. The employer shall pay the cost of printing and distributing this Agreement.

## XVII. GRIEVANCE PROCEDURES

* We agree to any reference to days in the grievance days refers to calendar days.

A. Definition of Procedure

1. A grievance is an alleged violation of the terms and provisions of this Agreement by the employer. A grievant shall be defined as an individual employee, a group of employees, or the Association.

2. During the school year, a working day is a school day and during the summer, a working day is Monday through Friday, excluding holidays and days during which the appropriate administrator is unavailable to process a grievance.

3. Failure on the part of the employer to render a written decision concerning the grievance

at any step of this procedure within the specified time limits shall permit the grievance to be appealed to the next level of the grievance procedure. Failure on the part of the grievant to process the grievance within the specified time limits at any step shall give rise to the assumption that the grievance has been resolved and will therefore be subject to no further processing. All time limits within this grievance procedure may be extended by mutual agreement between the parties.

4. Step 1

    a. Every effort shall be made to communicate and resolve a problem before the grievance procedure is instituted. The grievant and/or the Association representative, shall present a grievance in writing to the principal or their immediate supervisor within thirty (30) calendar days of the date when the employee knew or should have known the alleged violation occurred. In cases where an alleged violation pertains to the evaluation process, a grievance must be initiated with the evaluator no later than ten (10) days after the final evaluation conference. The evaluator shall respond in writing stating` the reasons upon which the decision was based within five (5) calendar days of receiving the grievance, and shall concurrently send a copy of the grievance, their decision, and any and all supportive evidence to the grievant.

5. Step 2

    a. If no satisfactory settlement is reached at Step 1, the grievance may be appealed to the Superintendent within five (5) days of the decision rendered in Step one. The Superintendent shall arrange for a grievance meeting with the grievant and/or the Association representative, and such meeting shall take place within (5) five calendar days of the receipt of the appeal.

    b. The purpose of this meeting shall be to affect a resolution of the grievance. The Superintendent shall provide a written decision to the grievant, stating the reasons upon which the decision was based, within five (5) calendar days from the conclusion of the meeting.

6. Step 3

    a. In the event resolution is not reached within ten (10) calendar days,-the grievant may elect to meet with the Board of Directors by serving notice to the Superintendent or the clerk of the Board.

    b. The Board of Directors shall acknowledge receipt, within five (5) calendar days, and communicate with the individual and/or representatives of the Association the date of the next School Board meeting where the grievance shall be presented.

7. Step 4

    a. If no satisfactory settlement is reached at Step 3, the Association shall have within its sole discretion the decision to arbitrate and may appeal the final decision of the employer to final and binding arbitration. Any dispute, claim, or grievance arising out of, or relating to the interpretation, or the application of the

terms, or provisions of this Agreement shall be submitted to arbitration. The arbitrator shall be selected from a list provided by either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusion on the issues submitted to them. The decision of the arbitrator shall be final and binding upon the employer, the Association and the affected employee(s). Fees and expenses of the arbitration will be borne equally by both parties.

B. Jurisdiction of the Arbitrator

1. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this agreement.

2. The arbitrator shall have no power to add to, subtract from, or in any way change, modify, or amend, the terms of provisions of this Agreement.

## XVIII. EVALUATION

A. General

1. As used in this section, "certificated classroom teacher" and "teacher," means a certified employee who provides academically focused instruction to students at least 50 percent of their day.

B. Responsibility for Evaluation

1. Within each school or program, the principal or assistant principal shall be responsible for the evaluation of employees. The administrative organization plan of the school district shall be used to determine lines of responsibility for evaluation for any employee assigned to more than one school.

C. Required Evaluations

1. All non-provisional employees shall be evaluated at least once a year, such evaluations to be completed no later than May 15 of the school year, unless mutually agreed by parties.

2. Annual evaluations should be completed by the supervisor who supervised the employee for the majority of the time.

3. If an employee resigned during the school year, a final evaluation shall be completed prior to the resignation date.

4. If the principal or other supervisor contemplates recommending that an employee be placed on probation, an evaluation, including no fewer than two (2) observations, shall be completed and presented to the employee no later than February 1.

D. The Evaluation Process

1. The district will use a digital evaluation tool in the evaluation process.

2. New teachers to the district and teachers returning to a comprehensive evaluation following one or more focused evaluations shall complete a teacher self-assessment prior to the goal-setting conference, which shall be shared verbally. The self-assessment should be completed by October 1.

3. The teacher and principal shall meet to complete a goals summary by October 15.

4. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year.

    a. Artifacts shall mean any products generated, developed or used by a certificated teacher.

    b. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric.

5. Observations during the year shall include the entire observation cycle of a pre-observation/planning conference, a classroom observation, and a post-observation conference. The post-observation conference should include discussion of the pre-observation plan as well as observed evidence.

6. The teacher and principal shall hold a pre-summative rating conference approximately two weeks prior to the final summative evaluation to discuss the following:

    a. The teachers self-rating on all components;

    b. The principal's preliminary rating on all components and criterion; and

    c. Any additional evidence the teacher would like the principal to consider before making a final summative rating.

7. The final summative evaluation report shall be completed by June 1. Following the completion of each evaluation report required above, the employee may request a meeting with the principal or other administrator to discuss the report.

E. Professional Development

1. Prior to being evaluated the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive professional development to understand the framework and evaluation process. Such professional development shall be provided as follows:

    a. Each employee within fifteen (15) days of employment or within fifteen (15) days from commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher's position and track in the evaluation cycle.

    b. All classroom teachers both provisional and continuing shall be expected to

participate in District-provided evaluation training that occurs during the contracted workday. Any training outside of the regular workday will be compensated at the non-instructional/curriculum development rate agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the evaluation system.

F. Evaluation Criteria

1. The evaluative criteria must contain as a minimum the criteria established by the Office of Superintendent of Public Instruction. These criteria shall be revised upon any revisions made by OSPI. The minimum criteria shall include:

    a. Centering instruction on high expectations for student achievement;

    b. Demonstrating effective teaching practices;

    c. Recognizing individual student learning needs and developing strategies to address those needs;

    d. Providing clear and intentional focus on subject matter content and curriculum;

    e. Fostering and managing a safe, positive learning environment;

    f. Using multiple student data elements to modify instruction and improve student learning;

    g. Communicating and collaborating with parents and the school community; and

    h. Exhibiting collaborative and collegial practices focused on improving instruction practice and student learning.

2. Classroom teachers shall be evaluated using the Danielson Framework for Teachers, as modified and approved by the Office of Superintendent of Public Instruction (OSPI).

3. A four-level rating system shall be used to evaluate the certified classroom teacher. The summative performance ratings shall be as follows:

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

4. The Superintendent of Public Instruction may amend/revise these ratings, and the revised ratings shall be adopted by the District. The District will meet and confer with the Association prior to implementation.

5. A classroom teacher shall receive one of four summative performance ratings for each of the minimum criteria and one of the four summative performance ratings for the evaluation as a whole, which shall be the comprehensive summative evaluation performance rating.

6. The parties have agreed to the adopted evidence-based instructional framework

developed by Charlotte Danielson and approved by OSPI.

7. The teacher will be reevaluated in each criterion, plus student growth criteria embedded in the instructional framework. The teacher is encouraged to provide evidence and/or artifact of any component during the school year using the eVal system.

G. Criterion Performance Scoring

1. Each rating will be assigned following numeric values:

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

2. When there are two (2) components to a criterion, the average of the two scores will be the final criterion score.

3. When a final criterion score includes a fractional number (for example 2.3), all scores with a fractional below 0.5 will be rounded down, and all fractional scores 0.5 or above will be rounded up.

H. Summative Performance Rating

1. All classroom teachers shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative scores shall be determined by totaling the eight (8) criterion- level scores as follows:

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

I. Student Growth Data

1. Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for at least three of the evaluation criteria as directed, required, and defined by the Office of Superintendent of Public Instruction.

2. It is the intent of this section to describe a process where the evaluator and teacher agree on the criteria to be used to measure student growth. Evaluators should encourage teachers to identify the types of student growth data that are appropriate and relevant to their classroom/assignment and subject matter.

3. "Student growth" means the change in student achievement between two points in time within the same school year.

4. Embedded in the instructional framework are five (5) components designed as student growth components. These components are embedded in criteria as:

Student Growth 3.1 and 3.2
Student Growth 6.1 and 3.2
Student Growth 8.1

5. An overall student growth score shall be generated for each teacher following the rules and procedures issued by OSPI and if they are revised by OSPI then, the District will adopt the revisions and meet with the Association to discuss implementation. The student growth ratings are "low", "average" or "high" as defined by OSPI. The evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:

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

6. The evaluator shall consult and agree with the teacher to identify student growth and achievement data that are relevant to the teacher(s) and subject matter that will be used in assessing the state required student growth components. Should the evaluator and teacher not agree a meeting for an attempt to reach agreement will be held including the superintendent, evaluator, teacher and an association representative.

7. The evaluator's determination of proficiency level ratings must be based on multiple measures that can include classroom-based, school-based, district-based and state-based tools as agreed. It may include teacher-initiated formal and informal assessments of student progress.

8. Student growth data elements may include the teacher's performance as a member of a grade- level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
9. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.

10. A classroom teacher with a preliminary summative evaluation rating Distinguished with a Low student growth rating will receive an overall Proficient summative rating.

11. A classroom teacher with a "Low Student Growth" rating will engage, with their evaluator, in a Student Growth Inquiry pursuant to the following:

    a. Within two months of the certificated classroom teacher receiving a Low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by the evaluator in consultation with the teacher.

    b. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices and/or;

    c. Examine extenuating circumstance, which may include one or more of the following: goal- setting process; content and expectations; student attendance, extent to which curriculum, standards, and assessment are aligned and/or;

d. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement, and progress, best practices related to instructional areas in need of attention, best practices related to student growth data collection and interpretation and/or;

e. Create and implement a professional development plan to address student growth areas.

J. Observation Criteria

1. It shall be the responsibility of a principal/administrator to evaluate all classroom teachers in their school or program.

2. During each school year, all classroom teachers shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. At least one such observation must be for a period of thirty (30) minutes in an endorsed content area.

3. The total observation time for each teacher for each school year shall not be less than sixty (60) minutes.

4. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of their duties and the total observation time for the school year shall be not less than ninety (90) minutes.
5. Following each observation or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing and shall provide the teacher with a copy thereof within five (5) working days.

6. New teachers shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

K. Observation Procedures

1. Principals and other administrators may make observations at any time during the school year, all of which observations shall be identified and included in the evaluation report. Within five (5) days upon completion of each classroom observation, the employee shall be given a written report or checklist of the observation. A meeting may be held between the principal or other administrator and the employee to discuss the report at the request of either the employee or the principal/administrator.

L. Comprehensive Evaluation

1. Classroom teachers who are provisional employees under RCW 28A.405.220 will be evaluated by the comprehensive summative system.

2. Classroom teachers who are on probation under subsection (4) of section 28A.405.100 will be evaluated by the comprehensive summative system.

3. Classroom teachers who received a comprehensive summative evaluation performance rating of Level 1 or Level 2 in the previous school year will be evaluated by the comprehensive summative system.

4. A comprehensive evaluation must be completed once every four years for classroom teachers who are not on provisional status or on probation.

5. Classroom teachers will be observed according to the criteria in Section 10. All eight teaching criteria must contribute to the overall summative evaluation.

6. The evaluation must include an assessment of the criteria using the Danielson Instructional Framework rubrics and the OSPI approved Student Growth rubrics.

    a. The employee must be given the opportunity to attach written comments to their evaluation report.

    b. Summative criterion scores must be determined by an analysis of evidence obtained through observation and artifacts.

    c. Each classroom teacher shall have the opportunity for confidential conference with their immediate evaluator on no less than two occasions in each school year. The purpose of the conference will be to provide additional evidence by either the evaluator of the classroom teacher to aid in the assessment of the classroom teacher's professional performance against the instructional framework. The intent is for teachers to have the opportunity, if they choose, to provide more data to show student growth.

    d. An overall summative score must be derived by a calculation of all summative criterion scores and use of the final four-level rating based on the OSPI summative scoring band.

    e. The evaluator will combine only the student growth rubric scores to assess the certificated classroom teacher's student growth impact rating.

    f. The student growth impact rating will be determined by the OSPI's student impact rating scoring band.

    g. A Student Grown score of "1" in any of the rubric rows will result in an overall low Student Growth impact rating.

    h. Evaluators must analyze the Student Growth score in light of the overall summative score and determine outcomes. (Student Growth Inquire - See Student Growth Rating in Section 9)

M. Focused Evaluation

1. The focused evaluation of classroom teachers must include at the minimum:

    a. One of eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.

    b. The teacher's proposed criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. Teachers on focused evaluations shall have the option of selecting the professional growth activities linked to that criterion. The evaluator shall either approve the proposed activities

or suggest modifications to produce a jointly agreed upon activity or activities.

c. The evaluation must be based on the criterion using the Danielson Instructional Framework rubrics and OSPI's approved Student Growth rubrics. More than one measure of Student Growth data must be used in scoring the Student Growth rubrics.

d. The focused evaluation will include the Student Growth rubrics of the selected criterion. If Criterion 3, 6, or 8 are selected, evaluators will use those Student Growth rubrics. If Criterion 1, 2, 4, 5, or 7 are indicated, evaluators will use Criterion 3 or 6 Student Growth rubrics.

e. A summative score is determined through the scoring of the instructional and Student Growth rubrics for the criterion selected.

f. The employee must be given the opportunity to attach written comments to their evaluation report.

g. Each classroom teacher shall have the opportunity for confidential conferences with their immediate evaluator on no less than two occasions in each school year. The purpose of the conference will be to provide additional evidence by either the evaluator or the classroom teacher to aid in the assessment of the classroom teacher's professional performance against the instructional framework.

h. Teachers in a focused evaluation will have their summative cumulative score brought forward from the previous year. If the administrator believes that the student growth score is not accurate the teacher will be placed back on comprehensive evaluation.

N. Evaluation Procedures

1. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.

2. The employee shall sign the School District's copy of the evaluation report to indicate that they have received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee shall have the right to attach to the District's copy of the evaluation report a statement of response to the evaluation.

3. The final summative evaluation report shall be forwarded to the District's Personnel Office for filing in the employee's personnel file by June 10 of the school year.

4. Following the completion of each evaluation report required above, a meeting shall be held between the evaluator and the employee to discuss the report.

5. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. The request of the teacher must be received in writing no later than the last day of school. The direction of the evaluator must be communicated in writing based on concerns related to one of the evaluative criteria no later than the last day of school.

O. Probation

1. At any time after October 15, a non-provisional employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.

2. At their request the probationary employee may have a representative of the Association present at all meetings that the employee attends related to the probationary process. All written information shared with the employee shall also be given to the Association representative attending the meetings.
3. During the period of probation, the teacher may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district. (If a probationary teacher's evaluator is no longer with the District, the District and Association will meet to develop a plan of transition.)

4. A probation 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 15 of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15 of less than Basic.

5. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in their areas of deficiency.

6. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.

7. During the probationary period, the evaluator shall meet with the employee weekly to supervise and make a written evaluation of the progress, if any, made by the employee.

8. The evaluator may authorize one additional certified administrative employee to evaluate the probationer and to aid the employee in improving their areas of deficiency.

    a. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certified employee evaluator become part of the probationary process and this request must be implemented by including additional experienced evaluator assigned by the Educational Service District 113 selected from a list of evaluation specialists compiled by the Educational Service District.

    b. Such additional certified employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

9. If a procedural error occurs during the implementation of a program for improvement, the error does not invalidate the probationer's plan of improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to

evaluate the probationer's performance.

10. The probationer must be removed from probation if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their initial notice of deficiency and subsequently detailed in their program for improvement.

11. Lack of necessary improvement during the established probationary period, addressed with specificity during the course of the weekly meetings, and documented in writing, shall serve as probable cause under RCW 28A.405.300 or 28A.405.210.

P. Notice of Discharge, Removal from Assignment

1. When a continuing contract employee with four (4) or more years of experience receives a comprehensive summative evaluation performance rating below Basic for two consecutive years, the school district shall, within ten (10) days of the completion of the second comprehensive summative evaluation or May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

2. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from their assignment and placed into an alternative assignment for the remainder of the school year.

**EXHIBIT A**

EVALUATIVE CRITERIA - COUNSELORS

1) Personal Characteristics

   A) Adaptability

   B) Judgment

   C) Initiative

   D) Self-Control

   E) Relates easily to others

2) Relationships with Pupils

   A) Is sensitive to youth.

   B) Demonstrates the willingness to accept and work with all counselors.

   C) Helps counselee relate, analyze, synthesize, and integrate his/her own characteristics, goals, and values to promote making responsible decisions.

   D) Allows and expects counselee to accept responsibility for decision-making and possible consequences.

   E) Motivates students to seek counseling.

   F) Demonstrates that primary responsibility is to the counselee.

   G) Has rapport with students.

   H) Is a facilitating agent.

   I) Respects the dignity and worth of the individual.

   J) Helps pupils with personal as well as educational and vocational problems.

   K) Demonstrates understanding of the basic principles of human growth and development.

   L) Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.

3) Individual Assessment

   A) Demonstrates ability to synthesize and integrate testing and non-testing data.

B) Demonstrates the ability to administer, or to prepare others to administer District tests.
C) Is aware of test limitations and practical applications.

D) Demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data.

E) Demonstrates ability to cooperate with parents, staff, and students regarding placement of students.

4) Relationships with Parents

A) Is sensitive to parents.

B) Is cooperative with parents.

C) Attends to parent referrals.

D) Is available to parents.

E) Provides parents with an opportunity to be heard.

F) Is conscientious in following through with parents.

5) Relationships with Teachers

A) Is sensitive to the role of the teacher.

B) Communicates easily with teachers.

C) Is facilitating agent with teachers.

D) Is aware of the emotional demands of teaching.

E) Is receptive to teachers.

F) Attends to teacher referrals.

**EXHIBIT B**

SUPPLEMENTAL CONTRACTS

- Mentor Stipends: $5,000
- Secondary Music: $5,700
- Elementary Music: $5,700
- ASB HS: $5,000
- ASB Elementary: $785
- Knowledge Bowl HS: $1,839
- Knowledge Bowl JH: 920
- Elementary STEM:
- Yearbook: $3,000
- FBLA: $2,037

## XIX. DURATION CLAUSE

A. Both parties agree that the contract shall be reviewed at yearly intervals by both parties.

B. If the Association and/or the Employer wish to open bargaining on any of the above items, such notice shall be given to the other party no later than April 15th of the appropriate year.

C. The period of the contract shall be September 1, 2026 through August 31, 2028. Annually, this contract shall be reviewed by both parties to ensure that its provisions are current as to dates and any changes in legislation that might occur.

FOR THE ASSOCIATION

Val

Valerie Swanger, Co-President

Date Signed 9/3/2026

Chris Peck

Chris Peck, Co-President

Date Signed 9/3/2026

FOR NORTH BEACH SCHOOL DISTRICT

Richard Zimmerman, Superintendent

Date Signed 9/3/2026