

COLLECTIVE BARGAINING AGREEMENT

between the

**GARFIELD-PALOUSE
EDUCATION ASSOCIATION**

and the

GARFIELD SCHOOL DISTRICT #302

&

PALOUSE SCHOOL DISTRICT #301

SEPTEMBER 01, 2026 – AUGUST 31, 2027

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PREAMBLE

This Agreement is between the Boards of Education on behalf of the Palouse School District No. 301 and the Garfield School District No. 302 and the Garfield-Palouse Education Association. The wages, hours and terms and conditions of employment have been negotiated and agreed to in accordance with the provisions of RCW 41.59, the Educational Employment Relations Act. The Districts shall not adopt wages, hours or terms or conditions of employment except in accordance with RCW 41.59.

ARTICLE I – ADMINISTRATION

Section 1: Definitions

- A. The term "District" or “Districts” shall mean the Palouse School District No. 301 and the Garfield School District No. 302, Whitman County, Washington State; or its agents.
- B. The term "Board" or “Boards” shall mean the Board of Directors of the Palouse School District and the Garfield School District.
- C. The term "Association" shall mean the Garfield-Palouse Education Association, which is affiliated with the Washington Education Association, the National Education Association and North Central Washington UniServ Council.
- D. The term "Parties" shall mean the Districts and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term "day" shall mean any day the district's business offices are open for business with the public unless noted in the bargaining agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the Districts or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "contract" shall mean the individual teaching contract issued to and signed by each employee.
- K. The term "supplemental contract" shall mean that contract issued and signed for extracurricular, special and supplemental assignments and shall be in accordance with current statutory provisions, (excluding athletics).
- L. The term "Seniority" shall mean length of service within the State of Washington and as recorded by the Washington State Retirement system. Accumulation of seniority shall begin on the employee's first working day under an annual certificated contract.
- M. The term RCW shall mean the Revised Code of Washington.
- N. The term WAC shall mean the Washington Administrative Code.
- O. The term SPI shall mean the Washington State Superintendent of Public Instruction or his/her office.
- P. The term PERC shall mean the Washington State Public Employee Relations Commission.
- Q. The term “ESD” shall mean the Employment Security Department.

R. The term “ESD101” or “NEWESD” shall mean the Education Service District currently based in Spokane.

S. The term “SEBB” shall mean the State Employees Benefits Board.

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

Section 2: Recognition

A. Bargaining Unit: The Boards hereby recognize the Association as the exclusive bargaining representative for all certificated employees by the Boards whether under contract or on District approved leave, excluding: short term substitutes, the Superintendent, business manager, principal(s), and other administrative/supervisory personnel as excluded per RCW 41.59.

B. Long-Term Substitutes: Also included in the bargaining unit are long-term substitutes. The term long-term substitute shall mean any substitute employee who has worked thirty (30) or more days during the current or immediately preceding calendar year in a bargaining unit position, and who continues to be available for employment, and any substitute employee who replaces a bargaining unit employee for twenty (20) consecutive days.

1. Also included in the bargaining unit are long-term substitutes. The term long-term substitute shall mean any substitute employee who has worked thirty (30) or more days during the current or immediately preceding calendar year in a bargaining unit position, and who continues to be available for employment, and any substitute employee who replaces a bargaining unit employee for twenty (20) consecutive days.

2. Long-Term Substitute will not receive any benefits during their term of employment.

C. Short-Term Substitutes: Short-term subs will be paid at the board adopted daily rate. Short term substitutes are not entitled to any benefits.

D. Exclusivity: The District shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the PERC as the exclusive bargaining agent for employees.

Section 3: Status of the Agreement

Sole Agreement: This Agreement shall supersede any rules, regulations, policies, resolutions, or practice(s) of the Districts, which shall be contrary to or inconsistent with its terms.

Section 4: Individual and Supplemental Contract Compliance

- A. Issuance Prior to Negotiations: Should the Districts issue individual or supplemental contracts prior to the completion of bargaining a successor agreement, such individual or supplemental contracts shall be accompanied by a rider specifying that they will be adjusted in conformity with the results of said bargaining.
- B. Subject to Agreement: When an individual contract between the District and an individual employee is issued, the individual contract shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 5: Conformity to Law

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

Section 6: Distribution of Agreement

Following ratification and signing of this Agreement, the Association shall design, prepare the camera-ready copy, and print this Agreement. The cost of printing and distributing of the Agreement shall be borne equally by the Districts and the Association. The Association shall distribute to all employees, copies of this Agreement. Further, the Agreement shall be available to all applicants interviewed for teaching positions.

Section 7: Management Rights

There is reserved exclusively to the District, all responsibilities, powers, rights and authority vested in the District by the laws and Constitution of Washington and the United States, or that have been exercised by the District, excepting when the District has agreed to limit those rights in this Agreement.

Section 8: No Strike - No Lockout

For the duration of this Agreement, the Association and the employees they represent shall not take part in a strike or work-stoppage against the Districts, and the Districts shall not initiate a lockout of its employees.

ARTICLE II – BUSINESS

Section 1: Dues Deductions

- A. Members: Upon receipt of a written authorization (the membership application) the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and UniServ.
- B. The dues deduction form and authorization (the membership application) shall remain in effect from year to year. Membership shall continue to be in effect until receipt of written notification to discontinue such deductions from the Washington Education Association.
- C. The Association agrees to fully and completely defend, indemnify, and hold the District harmless against any claims, allegations, suits, actions, proceedings, or judgments that are asserted, instituted, filed or obtained against the District arising from or connected with the provisions of this Agreement. The Association agrees to reimburse the District any amounts paid in error because of the membership dues deduction provisions of Section 1 of this Agreement.

Section 2: Association Rights

- A. Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions, and practices of the Districts. These rights and functions are afforded to the Association as the legal representatives for all teachers covered under this Agreement. Said rights and functions are not common to any other teacher organization within the Districts.
- B. The Association and their representatives shall have the exclusive right to:
 - 1. Use of Buildings: Use District buildings to transact Association business.
 - 2. Use of Districts' Facilities and Equipment: Use Districts facilities and equipment, including typewriters, computer equipment and duplication equipment, at reasonable times when such equipment is not otherwise in use to transact Association business.
 - 3. Use of District Bulletin Boards: Post notices of activities and matters of Association concern on bulletin boards to be provided in the faculty lounge.
 - 4. Use of District Mail System: Use the intra-district mail service and employee mailboxes for lawful communication purposes to transact Association business.
 - 5. Use of School District Budget and Financial Information: Utilize all public information concerning the financial resources of the Districts, including but not limited to: annual and monthly financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with

information which may be necessary for the Associations to process any grievance or complaint. Requests for special reports and analyses shall be handled on a case-by-case basis, consistent with District workloads, provided such requests shall be processed in a timely fashion.

6. New Employee Meetings: The Association shall be able to meet with new employees ninety (90) days after their hire date for a minimum of thirty (30) minutes during contracted work hours, but not during their instructional time.
- C. Notice of Probation: In the event any employee is placed on probation or is given a formal disciplinary action, the District shall provide the President with notice of such action. Should the employee indicate in writing to the District that he does not wish to have the Association notified, such notice will be withheld.

Section 3: Labor Management Meetings

The Labor Management Committee shall be composed of two District administrative staff and two representatives from the Association. The committee will meet at the request of either party as needed. Agenda items shall be set by the Superintendent and the Association president. The purpose of the committee shall be to improve communications between labor and management, to pursue mutual problem identification and mutual problem solving, and to prevent grievances from occurring. However, the committee shall not discuss grievances once they have been filed.

ARTICLE III – PERSONNEL

Section 1: Employment Practices

- A. Non-certificated personnel shall not be assigned to perform work in the instruction setting (classroom) which will substitute on a full-time basis, and/or replace a teacher in his/her assignment or employment.
- B. Subcontracting:
 - 1. In the event the Districts are unable to fill an extracurricular position with a qualified, existing employee, according to qualifications established by the districts, they may then contract outside the bargaining unit. The length of time the outside person fills the extracurricular position shall be determined by the Districts. When the outside person vacates that position, the position shall be posted within the existing bargaining unit first.
 - 2. The Districts agree that any job title or position not currently included in or specifically excluded from the bargaining unit, must be subject to negotiation between the Association and the Districts to determine whether such position or job title should be included in the bargaining unit; or, in the event no agreement can be reached by the parties, the Association shall have the right to petition the PERC for a unit clarification in order to resolve the dispute.
 - 3. Payment for services contracted from outside agencies will not be paid from state salary allocation dollars.
- C. Certificated staff who are certified as administrators can be asked to take on responsibilities of the building principal during the school day or after school extracurricular activities when the principal is out of the building. (2014)
 - 1. The district will rotate this responsibility among those employees who are certified and who wish to serve as the principal designee.
 - 2. If the employee is the designee for the full day, the district will provide a classroom substitute teacher so that the principal designee can remain in the office. The district will also provide the principal designee with two hours of preparation time to be paid at the employee's per diem rate of pay.
 - 3. If the employee will be the principal designee for a half day, the district will provide a classroom substitute teacher so that the designee can remain in the office. The district will provide one hour of preparation time for substitute planning time to be paid at the employee's per diem rate of pay.
 - 4. If a certificated employee agrees to cover the office during his/her preparation time or class time, such employee will be compensated at the employee's per diem rate of pay for the amount of time he/she covered the office. A classroom substitute for the staff member must be provided prior to the commencement of the coverage.

Section 2: Due Process

- A. Just Cause: No employee shall be disciplined (including warnings, reprimands, suspensions, reduced in rank or compensation or deprived of any professional advantage) without just and sufficient cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and to the Executive Board of the Association in writing, providing there is no objection by the employee involved.
- B. Right to Representation: An employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present provided such representation occurs within a reasonable period of time. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- C. Progressive Discipline: The Boards agree to follow a policy of progressive discipline. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- D. Complaints: Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

Section 3: Employee Rights

- A. Right to Organize: Pursuant to the RCW 41.59, the Boards hereby agree that every employee as herein defined shall have the right freely to organize, join or not join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As duly elected bodies exercising governmental power under color of law of the state of Washington, the Boards undertake and agree that they will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment any rights conferred by the Act or other laws of Washington or the constitutions of Washington and the United States. Neither the Association nor the district shall discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in any activities of the Association or collective negotiations with the Boards, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Rights of Law: Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under RCW 28A, laws, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- C. Rights of Citizenship: Employees shall be entitled to full rights of citizenship and no religious, civic or political activities of any employee or the lack thereof shall be ground for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Boards provided the employee's job performance is not adversely affected.
- D. Non-Discrimination: The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability except as required in accordance with this Agreement or as otherwise provided by law. RCW 49.60.180
- E. Membership in the Association shall not be denied to any employee because of domicile, race, creed, religion, color, national origin, age, sex, marital status or the presence of any sensory, mental or physical handicap.

Section 4: Academic Freedom

- A. An employee must be free to think and to express ideas, free from undue pressure of authority and free to act within his professional group. Such freedom must not be restricted except as it conflicts with the basic responsibility to utilize the current District authorized courses of study and to follow established District policies relative to review and presentation of controversial issues.
- B. The principle of academic freedom for employees shall not supersede the basic responsibilities of the employee to the educational profession. These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.
- C. Free interchange of ideas leading to clearer understanding at the maturity level of pupils must be expected as a part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit shall be resolved through utilizing established administrative channels.
- D. If a controversial issue becomes a public concern, the employee(s) and administration shall meet to review the matter and take appropriate action.
- E. No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis, by means of which a person shall be able to listen or record the procedures in any class without two (2) days prior notification of the teacher.

Section 5: Personnel File

- A. Right to Inspect: Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the Districts as well as written employment references leaving the Districts. Upon request a copy at employee expense of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the Districts, except as otherwise required by law.

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

Upon request by the employee, the Superintendent or his/her official designee shall sign to verify contents.

- B. Placement of Materials: Each employee's personnel file shall contain the following minimum items of information: All teacher evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records submitted by the employee.
- C. Derogatory Material: Any derogatory material to be placed in the employee's file and/or used in grievance or disciplinary action shall be viewed and signed within ten (10) workdays after receipt.

No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.

- D. Removal of Materials: An employee shall have the opportunity to petition the District following an orderly appeal procedure to remove nonessential material from the personnel file with the approval of the District Superintendent.
- E. Principal's Working Files: Principal's working files will be available for review by the employee at the employee's request. Said files shall be purged at the end of each school year or no later than July 15, except for the employee's previous year's evaluation and goals or information related to a Plan of Improvement.

ARTICLE IV – WORKING CONDITIONS

Section 1: Employee Protection

- A. Professional Liability and Protection: Subject to the Districts' personal liability insurance coverage, the Districts agree to save employees harmless and defend from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee within or without the school building, provided such employee at the time of the act or omission complained of, was acting within the scope of his employment or under the direction of the board.

The Boards shall protect employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof by providing insurance coverage through the Districts' carriers in compliance with RCW 28A.58.425 and other applicable statute(s) including a limit of \$500 tort liability per claim.

- B. Absence Due to Injury: Whenever an employee is absent from employment and unable to perform his duties as a result of personal injury sustained in the course of his/her employment, including travel to and from his/her work place, he/she will be paid his/her full salary to the extent of available sick leave for the period of his/her absence, less the amount of any workmen's compensation award made for disability due to said injury.
- C. Personal Property: The Districts shall reimburse employees for replacement of personal property damaged, destroyed, or stolen during the course of their employment, provided that the employee exercised reasonable safeguards in maintaining security of his/her personal belongings. Motor vehicles and items under \$50 will not be subject to claim pursuant to this provision. Personal property shall be registered with the building principal. Registration of personal property shall be required upon entry and notification shall be given to the office when said property is removed from the employee's workstation.

Section 2: Safety and Health

- A. State and federal statutes, rules and regulations regarding health, safety and the environment of learning and working sites shall be used to guide the Districts in providing employees with a safe worksite. Each District shall have a safety committee with representation of both management and employees. Representatives shall be appointed by their respective constituencies.
- B. Safety committee meetings shall be conducted quarterly during the school year. Additional meetings may be called as needed.
- C. Representatives may bring issues or concerns that may adversely impact the health and safety of students and staff to these meetings.
- D. Minutes from each safety committee meeting shall be posted on the Districts' website.

Section 3: Student Discipline

- A. Efforts to Maintain Discipline: The Boards and Superintendent shall support and uphold employees in their efforts to maintain discipline in the Districts and shall give immediate response to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Boards and not inconsistent with federal and state laws or regulations.
- B. Employees Rights: Each employee shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students. This assistance and support include:
1. Students who pose a physical threat to employees and/or other students shall be removed from the classroom until a behavior program is developed for the student.
 2. Consultation and feedback concerning disposition of student disciplinary problems. It is also understood that employees have a responsibility to seek clarification through communication with administrators regarding disciplinary problems.
 3. Recognition of an employee's right to be notified by the Principle whenever said Principal has received court notification that a student has been convicted in adult criminal court or adjudicated or entered into a diversion agreement with the juvenile court on any of the following offenses as defined by law:
 - a. A violent offense;
 - b. A sex offense;
 - c. Inhaling toxic fumes;
 - d. A controlled substance violation;
 - e. A liquor violation;
 - f. Assault-physical harm;
 - g. Kidnapping, unlawful imprisonment, and custodial interference;
 - h. Harassment; and
 - i. Arson, reckless burning, and malicious mischief.
 4. Notification to staff of student transfers to the district due to disciplinary problems.

5. Information regarding any of the student offenses listed above shall be confidential and may not be used for student discipline and evaluation.
- C. Students who pose a physical threat to employees and/or other students shall be removed from the classroom until a behavior program is developed for the student.

Section 4: Workday

All employees may be assigned appropriate start and dismissal times, providing their total workday shall be no longer than seven and three-fourths ($7\frac{3}{4}$) consecutive hours, including a continuous thirty (30) minute duty-free lunch period and twenty (20) minutes duty-free work time prior to the start of the school day and twenty minutes duty-free work time after the end of the school day. (2022)

Section 5: Preparation Time

- A. Grades 6-12: All employees in Grades 6-12 directly involved in classroom instruction shall have at least one full period of duty-free preparation time during each instructional school day.
- B. Grades K-5:
1. All employees in grades K-5 shall have 200 minutes of duty-free preparation time per week. (2022)
 2. Elementary school teachers shall have at least thirty (30) minutes in an uninterrupted block of time, daily, during the normal student contract day for the purpose of planning within the parameters of district-wide scheduling needs. (Negotiated for the 2010-2013 Contract: September 30, 2010)
 3. If an employee agrees to cover another employee's class during his/her regularly scheduled prep period, such employee will be compensated at their per diem rate for the amount of time they covered the class. This arrangement must be pre-approved by the Principal and appropriate documentation signed (negotiated 02/19/10).
 4. Teachers may leave their building after the dismissal of their students on days preceding vacations.
 5. On days when students are dismissed early, employees shall remain thirty (30) minutes following dismissal unless such dismissal is specifically for curriculum planning or other administratively required employee endeavors.

Section 6: Elementary Parent/Teacher Conferences

- A. Fall teacher/parent conferences may be held either during the school day or outside of the teacher's contracted workday. Teachers will have the option of either requesting a half-day substitute or scheduling conferences after the school day ends. Conferences will be scheduled for each student, in one-half hour increments. Conferences will be held from 12:30 – 3:30 pm if a substitute is requested. When conferences are scheduled after the teacher's contracted workday, the teacher will be compensated at their per diem rate of pay for each one-half hour block of time.
- B. Spring conferences will be scheduled on an "as needed" basis and arranged as stated above.

Section 7: Employee Work Year/Calendar

- A. Calendar: The calendar shall be for one (1) school year. The Boards will set the first student day for the calendar. The parties may develop a multi-year calendar upon mutual agreement.
- B. Work Year: The employee work year shall be one-hundred-eighty (180) days as set forth in Appendix B. Payment for such days shall be as set out in Appendix B, Salary Schedule. The District shall grant additional Learning Improvement Days, when funded by the state, which shall be paid at the employee's per diem rate of pay as set out in Appendix B (Salary Allocation Model including Learning Improvement Days). Learning Improvement Days shall be used to provide time for employees and administrators to work together to plan and implement education reforms designed to increase student achievement.
- C. Emergency School Closure: Makeup day for emergency school closure shall be mutually agreed upon by the Superintendent and the Association.

Section 8: Employee Facilities

- A. Facilities and Equipment: The Districts' goals shall be to have the following facilities and equipment for the use of employees in each building:
 - 1. Adequate space in each classroom to safely store instructional materials and supplies.
 - 2. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 - 3. A furnished faculty lounge separate from any work area.
 - 4. A serviceable desk and chair and a filing cabinet of adequate size in each classroom.
 - 5. A communication system between classrooms and the main office.
 - 6. Well lighted and clean restrooms separate for each sex and separate from student restrooms.

7. A separate and private dining area.
 8. A telephone for faculty use which shall be available and private.
- B. Keys: In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area and outside door of their assigned building as deemed necessary by their principal consistent with building security needs.

Section 9: Workload

- A. The Districts and the Association jointly recognize that small class sizes are conducive to a better learning environment. In the event class size becomes detrimental in the opinion of the classroom teacher, the classroom teacher and the Association will consult with the principal for additional help. If the classroom teacher is not satisfied with the principal's decision, the classroom teacher and the Association can consult with the Superintendent. If not satisfied with that decision, they may then meet with the boards.

Alternatives:

1. Combination classes
 2. Full-time aides
 3. Additional certificated classroom teachers
 4. Classroom teacher and/or student schedule changes
- B. The Association recognizes that it may be necessary for the Districts to combine classes at the high school in order to offer a broad curriculum.

In order to maintain the quality of instruction as well as the quantity of course offering the Districts agree to:

1. Assign no more than two (2) class periods per day involving combinations to any one classroom teacher.
2. Limit combination classes to no more than three (3) preparations per period per classroom teacher.
3. Limit combination classes to no more than 15 students per combination of two (2) subjects and 10 students per combination of three (3) subjects.

Section 10: Classroom Visitation

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

All visitors to a school and/or classroom 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 the classroom teacher.

Section 11: Staff Development and Training

- A. It is recognized that an effective staff development program is necessary to provide continuing opportunities for the professional growth of employees. Therefore, the districts and Association shall periodically survey employees to determine staff development needs.
- B. In-service: In-service shall be defined as having a presenter providing specific training in an identified area of need or interest. Staff development activities may cover the following areas:
 - 1. Released time for classroom observation and visitation
 - 2. Released time for staff development workshops.
 - 3. Workshops and classes designed to meet student needs.
 - 4. Consultant and material assistance for staff involved in curriculum innovation and change.
- C. Staff Development Committee: Topics for in-service courses, workshops, conferences and programs designed to improve the quality of instruction will be determined by the school administrator(s) in cooperation with staff/GPEA and centered on furthering identified goals/needs of the school. (2022)
- D. Release Time: During the student school year four (4) days of early release time shall be provided by the Districts for the implementation of staff development and training programs. (2022)
- E. Required Attendance: In the event an in-service is scheduled, all teachers for whom the in- service is planned will be required to attend.

ARTICLE V – EVALUATION

See Appendix B for performance evaluation criteria.

ARTICLE VI – ASSIGNMENT TRANSFER AND VACANCY

- A. To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualifications in specialty areas. Employees shall be notified in writing as early as possible but no later than August 1 of any changes in their programs and schedules for the ensuing school year. Changes that become necessary after this date may take place through labor management.
- B. To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the Districts, the following procedure shall be used:
 - 1. All vacancies and new positions shall be publicized to the staff and Association through a written notice that shall be distributed to each employee as far in advance of the date of the opening of any vacancy or new position.
 - 2. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and procedures for applying.
 - 3. All vacancies or new positions shall be filled by the best qualified employee based upon stated objective criteria described in the posting.
 - 4. The Districts shall make all possible effort to fill vacancies and new positions with their present employees before out-of-district hiring or contracting can occur.
 - 5. An employee who is reassigned to a new subject area/course/class or new grade level that they have never taught in this district shall be compensated at per diem rate for up to sixteen (16) hours of District approved training (if available) or documented preparation work. Sixteen (16) hours will be given for each new subject area/course/class or new grade level that a person acquires. (2013)

ARTICLE VII – LAYOFF AND RECALL

Section 1: General

The Districts may adopt a reduced or modified educational program by reason of financial necessity, including, but not limited to, levy failure or decreased state support. Employees who will be retained to implement the Districts' reduced or modified education programs and those employees who will be laid off from employment or adversely affected in contract status shall be identified by using the provisions in this section.

Section 2: Definitions

- A. **Layoff:** The term "layoff" as used herein refers to action by the Districts to reduce the number of employees in the Districts over and above attrition, and due to a significant reduction in revenue.

The term "layoff" does not refer to decisions to discharge or non-renew an individual certificated employee for cause.

Layoff of employees with valid contracts shall not be made during the school year. All layoffs shall commence at the end of the school year. In the event of layoff, the Districts shall provide written notice of non-renewal to all affected employees on or before May 15. When possible, the Association shall be notified of anticipated layoffs not later than April 15, but in any case, shall be notified not later than May 7. The Association will be given the financial information used to justify the Reduction in Force.

- B. **Replacement Contract Employee:** a person issued a Replacement Contract for a contracted period of time for up to one (1) year is without the right of return as provided in this agreement. Employment on a Replacement Contract does not entitle the employee to RIF options.

Section 3: Procedures

- A. **Determination of Vacant Positions:** The Districts shall determine, as accurately as possible, the total number of employees known as of April 1, leaving the Districts for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal, etc. These vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.
- B. **Certification:** Possession of any valid Washington State certificate and required endorsement for the position(s) under consideration shall be a prerequisite for retention.
- C. **Opportunity for Leave:** Before the implementation of the reduction in force procedure, employees will be offered the opportunity to make written application for a year's leave of absence. The Superintendent shall recommend favorable action by the Boards for any application if the granting of such leave would eliminate the necessity for involuntary non-renewal of an employee. Such leave of absence, if approved, shall entitle said employee to the same seniority rights at the beginning of the ensuing year as he or she normally would have under the District's leave policy. Should revenue not be available to reemploy said employee(s) the ensuing year, this Agreement shall be applied to those

employee(s) previously on leave in accordance with its application to all other employees. Any employee entitled to reemployment following the expiration of his/her one (1) year leave of absence shall continue to be subject to the provision of RCW 28A 405.210 and the provisions of this Agreement.

Section 4: Employment Categories

The following categories and specialties are established to ensure the qualifications of employees assigned to retained positions. An employee shall be considered qualified if he/she meets any one of the following categories and specialties:

- A. Elementary Employees: K-5 is currently the category or pool and movement is only within that category. Grade level has no impact. The pool is all inclusive within each separate district. There are two distinct elementary pools and teachers may not cross pools. (March 14, 2001)
- B. Garfield Elementary Employees: Garfield elementary employees will be considered for retention in one category (K-5). Elementary employees shall include classroom teachers, elementary librarians, elementary P.E. teachers, elementary music teachers, elementary art teachers, enrichment class teachers, resource room teachers, and counselor/social workers unless categorically funded.
- C. Palouse Elementary Employees: Palouse elementary employees will be considered for retention in one category (K-5). Elementary employees shall include classroom teachers, elementary librarians, elementary P.E. teachers, elementary music teachers, elementary art teachers, enrichment class teachers, resource room teachers, and counselor/social workers unless categorically funded.
- D. In the event a Cooperative elementary grade level is created, the seniority of the teachers from the two elementary pools who are teaching that grade level at the time of the decision to add the grade level to the Cooperative will be compared. The most senior teacher will qualify for retention and will be assigned to the newly created Cooperative elementary grade level. The less senior teacher retains seniority within his or her layoff pool(s). (Negotiated 2002)
- E. Secondary Employees: Secondary employees (6-12) will be considered for retention by teaching specialties such as science, math, music, social studies, language arts, Ag/industrial arts, art, home economics, business education, physical education, health, and individual languages, i.e., French, Spanish, German.
- F. Categorically Funded Employees: Employees holding positions within programs that are funded with categorical monies shall be retained according to federal and state requirements for said position(s).

Section 5: Retention by Employment Category

Each employee shall, in accordance with the criteria set forth in "Selection Within Employment

Categories" hereof, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures. For the purpose of this paragraph, an employee is currently performing in any given category or specialty if one teaching period or more of such employee's

assignment is devoted to such category or specialty. Employees shall be qualified in accordance with the criteria set forth in paragraph "Selection Within Employment Categories" hereof, for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or his/her designee, provided, that in order to qualify for any such additional category, the certificated employee:

- A. Must have had a minimum of one (1) year of full-time professional experience with at least one teaching period in each additional category; or
- B. Must have a college major or minor in each additional category with appropriate certification or 25 quarter hours in an endorsed teaching area as determined by the Office of Superintendent of Public Instruction.

Note: Employees who, by part-time assignments under a single written contract have accumulated the equivalent of one (1) year of experience in an additional category satisfy the requirement of this paragraph with respect to such additional category.

- C. Must possess the required endorsement(s) for the category.
 - 1. An employee cannot better himself/herself in the RIF'ing/bumping process. (i.e. A .5 employee cannot bump to a position of more than .5 FTE.)
 - 2. A teacher RIF'ed from a full-time position may take less than a full-time position if qualified and next in line in seniority.
 - 3. Refusal to accept an offered position does not remove the RIF'ed employee from the pool.
 - 4. All written designations for consideration in additional categories shall be submitted in writing within fifteen (15) working days after any request for such information is made by the Superintendent or his/her designee. Employees shall be considered for additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of implementation of these procedures.

Section 6: Selection within Employment Categories

Employees shall qualify for retention in available positions within the categories or specialties for which they qualify under Procedures. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be retained:

- A. Length of Service: When more than one person qualifies for a particular position under the criteria listed above, the certificated employee who has the greatest seniority shall be given the position. "Seniority within the meaning of this paragraph shall mean years of certificated experience under an employment contract within the Washington State Retirement System.

- B. Category/Specialty Seniority: Within each such category or specialty the employee(s) having the greater seniority shall be retained. In the event ties exist, the employee(s) having the highest number of college or university credits beyond the BA degree as recorded in the Personnel Offices at the beginning of the current school year shall have preference. If ties remain, the preference shall be determined by drawing lots among the employees who tie
- C. An employee currently working at the elementary school for one District cannot be considered for retention at the elementary school for the other District. In addition, a District employee working at the secondary school cannot be considered for retention at the elementary school for the other District.

Section 7: RIF List

Each September the District shall distribute an updated RIF list to the Association president. The list shall indicate the most recent date of hire for each employee, his/her current assignment and the categories for which the employee is certified.

Section 8: Action by Districts

The provisions of "Selection within Employment Categories" (2) above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Districts shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

Section 9: Employment Pool

- A. All employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible reemployment for a period of up to 36 months. Employment pool employees shall be given the opportunity to fill open positions within the categories or specialties for which they are qualified under "Procedures". If more than one such employee is qualified for an open position, the criteria set forth in "Procedures" shall be applied in reverse order to determine who shall be offered such a position.
- B. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or his/her designee in writing by April 1, of each year, if such employee wishes to remain in the employment pool. If such notification is not received, the name of any such employee shall be dropped from the employment pool.
- C. While in the employment pool, an employee may, at said employee's option, be continued in any fringe benefit program of the Districts provided said employee reimburses the cost of the program to the Districts in advance by the first of each month.

- D. When an employee is recalled, he/she shall be granted the years of experience, days of accumulated sick leave and seniority that he/she had at the time of layoff. In addition, if during the period of layoff, a laid off employee shall have the additional training credited to him/her and such additional training shall be used to calculate said employee's position on the salary schedule.
- E. Employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

ARTICLE VIII – LEAVES

The Boards realize that employees will of necessity be absent from work from time to time. The Boards recognize the following types of leaves:

Section 1: Sick Leave

Accumulation: At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, emergency, poor health, maternity, quarantine or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year.

At the end of each year the Districts will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.

Injury: Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner:

For absences due to job related injuries which qualify for Industrial Accident and Workman's' Compensation coverage, a prorated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed the employee's normal salary.

Emergency: Emergency leave shall be granted due to a problem that has been suddenly precipitated or is unplanned; or, where preplanning could not relieve the necessity for the employee's absence.

Section 2: Parenting Leave

Childbirth: In the event of a birth of a child of the employee's spouse, sick leave will be allowed. (See FLMA guidelines.)

Leave of Absence: An employee who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent.

Maternity Leave: An employee requesting maternity leave should give written notice to the Districts at least two (2) weeks prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when he/she will return to work.

In the event sick leave has been exhausted, then the employee shall be granted a leave of absence as stated under the sick leave provision.

In addition, an employee may be allowed up to one (1) year of unpaid leave for the purpose of remaining at home with the newborn child. An employee returning from such leave shall be placed in the position last held in the District.

Section 3: Adoption Leave

An employee legally adopting a child may request to take adoption leave. Adoption leave may be granted for period not to exceed one year. An employee returning from adoption leave shall be placed in the position last held in the District.

Section 4: Paid Family Medical Leave

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The Districts shall pay their share of the premium and the remaining amount will be paid by the employee. The Districts shall use the State health insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

Section 5: Sick Leave Sharing

The Districts shall establish and administer a leave sharing plan for all qualified employees that aligns with State law.

The Districts shall establish and administer a leave sharing plan in which employees who qualify under the provisions of RCW 41.04.665 may receive donated leave from other employees.

Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment.

Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive or foster child.

An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to another employee for the purposes specified above. Leave shall be calculated on an hour(s) donated/hour(s) received basis.

Employees are allowed to grant up to six (6) days during any twelve-month period.

Employees cannot donate sick leave days that would result in his or her sick leave account going below twenty-two (22) days.

Sick leave shall be defined as leave pursuant RCW 28A.58 with compensation for illness, injury and emergencies.

While an employee is on leave transferred under this section, he or she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.

Any remaining donated hours shall be returned to the donor(s) on a pro-rated basis at the end of the existing condition. If the existing condition continues beyond the time specified by the licensed medical professional for which donated leave was collected, additional verification by the medical professional must be provided to the Districts.

Section 6: Sick Leave Buy Back at Retirement

- A. The District shall adopt programs for sick leave cash out and cash out of sick leave upon separation from the school district employment that conform to terms of RCW 28A.400.210 and Chapter 392-136 WAC. (2017)
- B. Commencing in January of each year, the Districts shall notify eligible employees that they may elect to convert excess sick leave to monetary compensation. Employees who have earned a minimum of sixty (60) days of unused sick leave may buy back a maximum of twelve (12) days of sick leave in January of each year. Payment will be made at a rate of one day's pay for each four (4) days of accumulated sick leave. The maximum number of sick leave days that may be accumulated is 180 days.
- C. Upon separation of employment from the Garfield-Palouse School District due to retirement or death, an eligible employee or employee's estate shall receive remuneration of up to 180 days at the rate equal to one (1d) day's current monetary compensation of the employee for each four (4) full days accrued sick leave.

Section 7: Bereavement Leave

Up to five (5) days shall be granted with pay per occurrence for bereavement of a relative in the immediate family or for persons for whom an equivalent relationship exists. Such leave shall not be accumulative. Employees shall notify the superintendent/designee when taking bereavement leave and record such leave as per district procedures. If bereavement exceeds the allocated time, accumulated sick leave can be used as an option. (2014)

Section 8: Jury Duty

Employees will inform the building principal when notification to serve on jury duty is received. Employees serving on jury duty and employees subpoenaed to a court of law will receive their usual compensation from the Districts. Employees are allowed to retain compensation they receive for serving as a member of a jury pursuant to WAC 357-31-315.

Section 9: Military Leave

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held in the District.

Section 10: Association Leave

Up to four (4) days of District paid leave per school year shall be provided for Association business. Leave shall be granted upon Association request. Whenever possible, notification of the leave shall be submitted by the President in writing to the Superintendent two (2) weeks before the leave is to take effect. The President and employee shall be informed of the arrangements made for the leave. The Districts shall be responsible for securing a substitute where necessary. The cost of the substitute shall be reimbursed by the Association.

Section 11: Personal Leave

- A. Each employee shall have three (3) personal leave days with pay per year to be used for personal business, which require absence during school hours.
- B. Notification, if possible, to the principal or other supervisor of personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies).
- C. Up to two (2) unused days of leave may be carried over to the following year. The total number of days will not exceed five (5) personal leave days in any one year. (2014)
- D. Employees shall have the option of cashing out up to two (2) personal leave days at \$250 per day.
- E. Personal leave may not be granted for the first 5 or last 5 days of the school year. The days preceding/following Thanksgiving, Winter, or Spring Break may be granted as substitute coverage is available and at a maximum of one (1) day, and one (1) employee per "school," that is one (1) employee from the high school, middle school, and each of the elementary schools. Employees can only extend the aforementioned breaks two years in a row for the same break. (2025)

Section 12: Other Leaves

- A. Leaves of Absence: Leaves of absence up to one (1) year without pay may be granted employees for the purpose of study, teaching in another school district, working in a professionally related field, Association or Association related business. Notification of return must be in the district office by April 1 prior to the year of return.

- B. Upon return from leave the employee shall be placed in the position last held. If that position is not available, the employee will be placed in the most similar position available. Upon request by the employee such leaves may be renewed for up to one (1) additional year.
- C. Additional Leave: Employees who are requesting additional leave above the contracted personal day leaves must submit in writing to the superintendent a request for such leave. The request will be evaluated of the educational value and/or the once in a lifetime experience. A committee will be formed, comprised of a building principal, superintendent, and two association members to review these requests. If approved, by consensus of the committee members, the applicant will pay for the sub cost for those days approved.

Section 13: Professional Leave

At least two (2) days of professional leave may be granted each employee, upon approval of the Superintendent, for attending workshops, visiting other schools or other activities with the objective of providing professional growth.

ARTICLE IX – FISCAL

Section 1: Salary

Salaries for employees, during the term of this Agreement, are contained in Appendix A. During the term of this agreement, salary increases shall be passed through to the employees per the salary schedule.

- A. For the 2026-2027 school year: \$2,000 flat rate increase across the scale.
- B. Special Education teachers shall receive 105% of their contracted salary and may access up to 40 hours of additional paid time, prorated based on FTE, at their per diem/hourly rate (time slipped), to be used outside of the 180-day contract year as needed to fulfill job responsibilities.

Section 2: Salary Placement

- A. Certificate: All employees must possess a valid Washington State teaching certificate and endorsement(s).
- B. Experience Credits: The provisions in WAC 392-121-264 will govern certificated years of experience for an employee's placement on the salary schedule. Certificated years of experience means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year including substitute work experience. The salary schedule for administration of salaries is the salary schedule for certificated employees in Appendix A.
- C. Academic/Clock Hour Credits: Increments for experience, education and in-service credit shall be recognized in accordance with WAC 392-121. Education credits and/or clock hours must be earned on or before October 1. An official transcript and/or documentation must be received by the District no later than November 1. Advancement on the current year's salary schedule will begin only when a qualifying official transcript and/or documentation is received, and payment shall be retroactive to September 1. The District shall accept all clock hours and in-service credits that are earned in accordance with current and appropriate RCW's and WAC's.
- D. Non-degree Career and Technical Education employees must meet all requirements of WAC 180-77 and OSPI and will be placed on the salary schedule accordingly.

Section 3: Salary Payment

- A. Payment: Checks shall be issued on the last business day of each month.

Employees may opt to have their checks directly deposited to a bank or mailed to a specific address. (Negotiated for the 2010-2013 contract: September 30, 2010)

- B. Severance: All compensation owed to a teacher who is leaving the Districts shall, upon request, be paid within fifteen (15) days after the final day of employment if possible.

- C. Errors in Computation: Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an over payment, the District and the employee shall work out a mutually agreeable plan for payback within two contract years. In the event the District has underpaid, the deficit shall be made up immediately.

Section 4: Professional Development Days

Certificated staff will be compensated at their per diem rate of pay for Professional Development. There shall be a total of two (2) days during the 2019-2020 school year. During the 2020-2021 school year, if funded by the state, there shall be a total of three (3) professional development days scheduled.

Section 5: Supplementary Contract/Extended Hours

- A. There shall be a Supplementary Employee Contract for specified extracurricular and special assignments that shall not exceed one (1) year and shall be in accordance with statutory provisions. The Districts shall advise teachers in writing as soon as possible if there is reasonable doubt that the individual Supplementary Employee Contract is not to be renewed for the next school year. Upon request the Districts shall state the probable reasons in writing to the employee.
- B. This Supplementary Contract shall, when possible, be issued with the employee's individual contract. (Accepted Language: September 3, 2002)

Section 6: Supplementary Salary Schedule

- A. The Districts and the Association recognize the need for employees to offer their services to the District for activities not covered in this contract.
- B. The employees participating in the approved activities shall be paid a percentage amount of \$41,000 in the form of a stipend as found in Appendix B.
- C. Salaries for newly created positions shall be subject to negotiation between the parties.

Section 7: Extracurricular Positions

- A. Extracurricular positions include:
 - 1. HS Knowledge Bowl MS Knowledge Bowl MS Jazz Band
 - 2. Honor Society HS Annual
 - 3. HS ASB Advisor MS Annual
 - 4. Honor Society Co-advisor Kindergarten Teacher Special Ed Teacher

5. HS Pep Band
 6. AV Class Advisor
 7. FFA Advisor
 8. Robotics Advisor
- B. The ASB adviserships (high school, middle school, and elementary schools) will be opened at the discretion of the administration. If the administration chooses to open one (1) or more of these positions, the opening(s) will fall under the same procedures as all other extra- curricular assignments. The positions will be paid at the established rate of the extra- curricular salary schedule. (Accepted Language September 3, 2002)
 - C. The Co-Head Senior Class Advisors will split the Head Advisor salary, and then the assistant Senior Class Advisor will be provided with a 1/2 stipend of the head advisor position combined. (Negotiated July 11, 2011).
 - D. Employees will receive a stipend as payment for their supplemental contract. A job description noting minimum expectations will be agreed upon by the Association, Administration, and school boards before the employee signs the supplemental contract.
 - E. Job Descriptions: The Garfield-Palouse Districts will provide job descriptions for each advisor position. Administrators will monitor and hold advisors responsible for meeting tasks outlined in the job description. (Negotiated: Summer 2000-2001)

Section 8: Extended Time

- A. Employees can receive compensation for extended time spent beyond the regular contracted day for performing specific duties as approved by the building principal for following areas: safety committee, instructional materials committee, grant writing, in-service committee, district required programs and presentations or parent conferences.
- B. All extended time must have prior approval by submitting a completed Extended Hours Approval Form before any compensation can be issued.
- C. Extended hours will be paid at the employee's per diem rate of pay.

Section 9: Insurance

- A. The District agrees to provide the amount of benefit contributions funded by the state and will implement any state increases for insurance benefits. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits.

- B. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the State Employee Benefits Board (SEBB), a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work.
- C. Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense. Employees will select a carrier in accordance with SEBB rules.
- D. The Districts and the employee shall pay their portion of the premium as established by SEBB. Premium surcharges shall be paid by the employee.
- E. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- F. Enrollment shall be completed by the end of the open enrollment period for the selection of basic and optional benefits. Employees hired prior to or after the enrollment period, may elect insurance coverage from the plans available during the first thirty (30) days of employment.
- G. If a benefit plan is not chosen, the employee will be enrolled in the default medical, dental, vision, life and accidental death and dismemberment, and long-term disability insurance plans as a single subscriber. The employee will also be charged the tobacco use premium surcharge. Changes to insurance plans or enrollment of eligible dependents will be allowed in the next open enrollment period. The employee may add dependents to the default plan if there is a special open enrollment event that allows the change, such as a marriage, birth, or adoption.
- H. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31 of that year.
- I. The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or disagreements that develop as the SEBB program is implemented. Should any contract language be found to be out of compliance with state law and/or SEBB rules state law and SEBB rules shall govern.

Section 10: Employee Transportation Reimbursement

- A. Employees shall not be required to drive students to activities in their private vehicles that take place away from the school building. They may do so voluntarily only with the advance approval of their principal or immediate supervisor.
- B. When acting in accordance with this provision, the employee shall be remunerated at the IRS allocation rate.

- C. Employees who drive back and forth between the two districts, because of their work assignments, will be provided a school car when one is available. (Negotiated: 2000 – 2001)

ARTICLE X – GRIEVANCE PROCEDURE

Section 1: Definitions

- A. A "grievant" shall mean an employee or group of employees of the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving violation, misinterpretation, or misapplication of the terms of this Agreement.
- C. A "party in interest" is the employee or employees making the claim and any employee who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. "Days" shall mean employee workdays, except as otherwise indicated. (If the stipulated time limits are not met by the Districts, the grievant shall have the right to appeal the grievance to the next level of procedure.) If the stipulated time limits are not met by the employee, the grievance shall be waived.

Section 2: Right to Representation

- A. The Boards shall recognize grievance representatives upon their identification by the Association. At least one Association representative shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented.
- B. If, in the judgment of the Association, a grievance affects a group of employees of the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individually aggrieved employee who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.
- C. In matters dealing with alleged violations of Association's rights, the grievance shall be initiated at Step 2.
- D. The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the violation, misapplication or misinterpretation of the contract.

Section 3: Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and are notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

- B. A grievant may be represented at all stages of the grievance procedure by him or herself, or at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Section 4: Procedure

Step 1. The parties in interest acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within 20 work days following knowledge of the act or condition which is the basis of the complaint, the grievant must present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and/or the Association and the Supervisor shall be present for the meeting. The Supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2. If the grievant is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within ten (10) days of his receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his written decision, together with the reasons for the decision to the Association.

Step 3. Binding Arbitration

If the grievant is not satisfied with the disposition of his grievance at Step 2 or if no decision has been rendered within ten (10) days after he first met with the Superintendent, he/she may within five (5) days after a decision by the Superintendent, or fifteen (15) days after he/she has first met with the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may be by written notice to the Board, within fifteen (15) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the expedition rules and procedures of the American Arbitration Association.

Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party before the completion of the Step 3 meeting.

The arbitrator selected will confer with the representatives of the Districts and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearing have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which required the commissions of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Boards and the Association and will be final and binding upon the parties.

Section 5: Cost of Arbitration

The costs for the services of the arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Boards and the Association. All other costs will be borne by the party incurring them.

Section 6: Exceptions to Time Limits

When a grievance is submitted on or after June 1, the time limits shall consist of all calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

Section 7: No Reprisals

No reprisals of any kind will be taken by the Boards or the school administrations against any employee because of his participation in this grievance procedure.

Section 8: Cooperation of the Boards and Administrations

The Boards and the administrations will cooperate with the Association in their investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance.

Section 9: Released Time

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

Section 10: Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 11: Grievance Forms

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

Section 12: Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

Section 13: Exclusions

Nonrenewal, dismissal, adverse change in contract status, and matters relating to evaluation (except for procedural violations) and placement of employees on probation shall be grievable only through Step 2 of this procedure, provided that a hearing officer as prescribed by statute has final authority on the matter.

ARTICLE XI – DURATION

This Agreement shall be in force and effect from September 1, 2026, to August 31, 2027, and shall not be extended orally. This Agreement shall become effective upon ratification and signing of the Agreement by the parties and shall continue in full force and effect until the 31st day of August 2027. It is agreed that the Association shall vote first upon ratification, followed by the Board. Unless otherwise indicated, economic items shall become effective September 1 of each school year.

The Agreement shall expire on the date indicated.

Except for salary, this Agreement is to be reopened in accordance with the terms of this Article. Negotiations shall begin no later than the 1st week of February to determine a negotiation timeline.

Any mid-year Agreements reached through negotiations shall be reduced to writing and shall be attached to and become a part of this Agreement upon ratification by the parties.

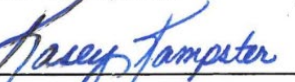
In the event the State Legislature passes laws that impact this Agreement and if such laws are also subject to local bargaining, negotiations shall be opened on such matters.

All other modifications of this Agreement will be subject to negotiations upon written request and by mutual agreement of the parties except as provided herein.

SIGNATURES

 8-11-26
Diane Mylett, GPEA date

 8-11-26
Alisa Vulliet, GPEA date

 8/17/26
Kasey Kampster, GPEA date

 7/16/26
Mike Jones, Palouse Superintendent date

 8/12/26
Tom Korst, Garfield Superintendent date

APPENDIX A – 2026-2027 SALARY SCHEDULE

26-27 Certificated Salary							
Years Exp	BA + 0	BA + 30	BA + 60	BA + 90	MA + 0	MA + 45	MA + 90
0	57,294.00	59,416.00	60,631.00	65,336.00	66,689.00	71,395.00	74,430.00
1	58,441.00	60,162.00	61,437.00	66,192.00	67,386.00	72,142.00	75,154.00
2	59,610.00	60,863.00	62,255.00	66,996.00	68,088.00	72,828.00	75,876.00
3	60,807.00	61,588.00	63,030.00	67,761.00	68,753.00	73,481.00	76,602.00
4	62,029.00	62,934.00	63,839.00	68,600.00	69,450.00	74,210.00	77,354.00
5	63,275.00	63,985.00	64,659.00	69,400.00	70,159.00	74,903.00	78,107.00
6	64,550.00	65,020.00	65,490.00	70,209.00	70,886.00	75,606.00	78,826.00
7	65,853.00	66,378.00	66,904.00	71,693.00	72,246.00	77,032.00	80,346.00
8	-	67,107.00	69,045.00	73,901.00	74,387.00	79,241.00	82,673.00
9	-	69,200.00	71,211.00	76,179.00	76,550.00	81,520.00	85,070.00
10	-	71,318.00	73,487.00	78,520.00	78,827.00	83,862.00	87,529.00
11	-	-	75,829.00	80,972.00	81,170.00	86,314.00	90,054.00
12	-	-	78,096.00	83,490.00	83,604.00	88,831.00	92,685.00
13	-	-	-	86,070.00	86,125.00	91,412.00	95,379.00
14	-	-	-	88,663.00	88,719.00	94,172.00	98,175.00
15	-	-	-	90,864.00	90,921.00	96,517.00	100,623.00
16	-	-	-	92,602.00	92,659.00	98,366.00	102,556.00
17	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20-24	67,353.00	72,818.00	79,596.00	94,102.00	94,159.00	99,866.00	104,056.00
25 +	68,353.00	73,818.00	80,596.00	95,102.00	95,159.00	100,866.00	105,056.00

APPENDIX B – PERFORMANCE EVALUATION REPORT FOR TEACHERS

NAME _____
(Last) (First) (Middle) Date

School or location: _____ Assignment: _____

Type of Evaluation: _____ Annual _____ 90-day _____ Other

Professional Preparation and Scholarship Handling of Student Discipline and Attendant Problems

Knowledge of Subject Matter Interest in Teaching Pupil

Instructional Skill Effort Toward Improvement when needed

Classroom Management Professional Characteristics

Key: S - Satisfactory R - Requires improvement U - Unsatisfactory N - Not Observed or Not Applicable
The "R" and "U" ratings require specific comments and documentation.

OVERALL PROFESSIONAL APPRAISAL:

Satisfactory Needs Improvement Unsatisfactory

SUPERVISOR COMMENTS

Supervisor Signature _____ Title: _____

Supervisor Signature _____ Title: _____

Date _____

TEACHER COMMENTS

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

_____ I do not desire a meeting to discuss this evaluation.

Teacher Signature _____ Date: _____

PROFESSIONAL PREPARATION AND SCHOLARSHIP

_____ Possesses academic background appropriate to the subject area or grade level and is current in that subject area or grade level.

COMMENTS:

KNOWLEDGE OF SUBJECT MATTER

_____ Demonstrates competence in subject matter or grade level.

COMMENTS:

CLASSROOM MANAGEMENT

_____ Selects and prepares equipment and materials in advance of lesson.

_____ Maintains orderly, attractive, and stimulating classroom environment and atmosphere, within the limits of the facilities and materials available.

_____ Provides plans for a substitute teacher.

_____ Considers abilities, interests, and present performance levels of students in planning.

_____ Is consistently prompt and accurate with reports.

_____ Communicates effectively with parents.

_____ Exhibits self-control, mature behavior, and judgment.

_____ Maintains an appearance that does not detract from the educational process.

COMMENTS:

INSTRUCTIONAL SKILLS

_____ Utilizes teaching techniques which that are consistent with the elected objectives. Such techniques:

_____ Make provisions for differences in ability among students;

_____ Provide for the previous knowledge, abilities, and interests of the class;

_____ Make effective use of instructional equipment, materials, and resource personnel;

_____ Provide a variety of activities in keeping with the maturity and attention span of the students;

_____ Implement lesson plans but permit flexibility.

_____ Gives explanations, assignments, and directions clearly.

_____ Makes appropriate assignments.

_____ Strives to motivate students by making lessons interesting and challenging.

_____ Strives to help students to develop acceptable work habits and study skills.

_____ Evaluates lessons and units of study by assessing student achievement of objectives.

_____ Establishes immediate and long-range objectives.

_____ Prepares plans to meet objectives.

_____ Plans for continuing evaluation in lessons and units, and utilizes the results in planning subsequent lessons.

_____ Exhibits proper command and use of language skills.

_____ Exhibits sound health and energy.

COMMENTS

INTEREST IN TEACHING PUPILS

_____ Strives to develop rapport with the student as an individual.

_____ Deals with personal information and communication in an ethical manner.

_____ Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.

_____ Provides guidance and assistance for students.

COMMENTS:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

_____ Is responsive to supervision and constructive criticism.

_____ Endeavors to implement improvement.

_____ Has plan for evaluation of own work and initiates efforts to improve.

COMMENTS:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

- _____ Establishes and maintains order and discipline in the classroom including:
 - _____ Quiet when appropriate;
 - _____ Attention to the teacher when instruction is being given;
 - _____ Students conforming to established rules.
- _____ Shows consistency and fairness in dealing with student behavior.
- _____ Disciplines students in a firm but controlled manner.
- _____ Encourages students to develop courtesy, self-control, respect, and responsibility.
- _____ Enlists the assistance of counselors, vice principal, principal, and other supportive personnel when appropriate.
- _____ Assists in maintaining control and enforcing rules throughout the school.

COMMENTS:

PROFESSIONAL CHARACTERISTICS

- _____ Exhibits flexibility.
- _____ Is willing to make decisions and accept responsibilities.
- _____ Demonstrates understanding of established priorities.
- _____ Indicates a willingness to accept school responsibilities.

COMMENTS

APPENDIX C – GRIEVANCE REPORT FORM

Grievant's Name **Date Filed**

Assignment **Building**

STEP 1

Informal meeting: _____ Yes _____ No **Date Held** _____

Date alleged grievance occurred _____

Nature of grievance: (Include violations of the Agreement, Board policy, etc. Attach additional information to this form)

Remedy Desired:

Signature of Grievant **Association President/Designee Signature**

Received by:

Signature **Date**

<u>STEP 1</u> Response Received _____ <u>STEP 2</u> Grievance notification sent _____ Grievance Meeting Held on _____ Response Received _____ <u>STEP 3</u> Grievance notification sent _____ Grievance Meeting Held on _____ Response Received _____	DISPOSITION: ☐ Settled ☐ Withdrawn ☐ Appealed to Arbitration Date _____	COPY TO: ☐ Grievant ☐ Supervisor ☐ Superintendent ☐ Association
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