

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**LIBERTY SCHOOL DISTRICT #362**

**AND THE**

**LIBERTY EDUCATION ASSOCIATION**

**Effective September 1, 2023 – August 31, 2026**

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## **PREAMBLE**

This Agreement is entered into between the Board of Education on behalf of the Liberty School District, Spangle, Washington, herein referred to as the "Board" or "District," and the Liberty Education Association herein referred to as the "Association."

WHEREAS, the Board has a statutory obligation pursuant to the RCW 41.59, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

# **ARTICLE I - ADMINISTRATION**

## **Section 1 - Definitions**

- A. Short-term or emergency certificated employees are all those who work less than twenty consecutive or 30 non-consecutive days in the current school year. They are not members of the bargaining unit.
- B. Long-term substitutes (defined as those employees who work more than twenty (20) consecutive days within a current school year shall be placed on the regular employee salary schedule, on the 21st consecutive day for as long as they are on the same assignment. Such employees shall be members of the bargaining unit for the period during which they are substituting beyond the twenty (20) day period.
- C. Other long-term substitutes (defined as those substitutes who work more than thirty (30) days in the current school year and who continue to be available for employment as substitute teachers) shall also be members of the bargaining unit after they have reached the thirty (30) days aggregate.
- D. Long term substitutes referenced in items B and C above have contract rights associated with pay rates only.
- E. Leave Replacement Employees are long-term substitutes who replace an employee on Board-approved leave of absence for ninety (90) days or more (either pre-planned or comes to pass). They shall be offered replacement contracts which are contingent upon the terms granted to the employee on leave of absence. They shall receive salary, insurance benefits and leave provisions which are prorated. One day of sick leave per month of continuous employment shall be earned. Evaluations will be conducted by the site administrator using appropriate Appendix forms.

## **Section 2 - Recognition**

- A. The Board hereby recognizes the Liberty Education Association as the exclusive bargaining representative for all full or part-time professional certificated personnel whether under contract or on leave, including long-term substitutes.

“Substitute Teachers,” long-term substitute employees as follows shall be included in the bargaining unit:

- 1. Twenty Consecutive Day Rule: Substitute teachers who work in the District twenty (20) consecutive days in the current school year.

2. Thirty Casual Day Rule: Substitute teachers who have worked thirty (30) or more non-consecutive days during the current year and who continue to be available for employment.
- B. Employees not subject to the terms and conditions of this Agreement include short-term substitutes, superintendent, principals, administrative assistants, and others working in confidential positions or in positions which are principally supervisory and administrative.
- C. The term "employee" when used hereinafter in the Agreement shall refer to all certificated professional employees represented by the Association bargaining unit as above defined.

### **Section 3 - Status of the Agreement**

- A. Throughout this Agreement certain privileges and responsibilities are accorded the Association as the exclusive bargaining representative for employees covered under this Agreement. These privileges and responsibilities given to the Association shall not be granted to a minority organization seeking to represent employees as long as the Association maintains its position under the rules of the Public Employment Relations Commission. Association privileges as provided within this Agreement shall not be denied during the term of this Agreement.
- B. This Agreement shall supersede any Board policies or employee handbooks of the District which shall be contrary to or inconsistent with its terms.

### **Section 4 - Conformity to Law**

This Agreement shall be governed and construed according to the constitution and laws of the state of Washington and the United States. 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 by a superior court or higher court, 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 5 - Distribution of Agreement**

Following ratification signing of this Agreement, the Association shall prepare the Agreement to be reproduced. The cost of running, collating and stapling will be borne by the District. The Association shall distribute copies to all employees. Ten (10) additional copies shall be provided to the Association.

## **Section 6 - Management Rights**

- A. The Board on its own behalf and on behalf of the public hereby retains and reserves unto itself all power, right, authority, duties and responsibility conferred upon and vested in it by the laws and constitutions of the state of Washington and the United States including but without limiting to the following:
  - 1. To the executive management and administrative control of the District, its properties and facilities;
  - 2. To hire all employees and, subject to provisions of law, determine their qualifications and the conditions for their continued employment, or their dismissal or demotion;
  - 3. To establish educational programs, courses and related services including special programs and to provide for athletic, recreational, cultural and social activities for students and the community all as deemed necessary or advisable by the Board.
  - 4. To decide upon the duties, responsibilities and assignments of employees.
- B. The exercise of the foregoing rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms and provisions of this Agreement and the constitution and laws of the state of Washington.

## **Section 7 - Contract Compliance**

- A. All individual employee contracts between the Board and an individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual employee contract contains any language inconsistent with applicable law, the law shall be controlling.
- B. Issuance of individual employee contracts by the Board prior to ratification of this Agreement or a successor agreement by the Board and the Association shall include a specific rider stating that the individual contracts will be brought into compliance with the wages, hours, terms and conditions of this agreement and with applicable law.

## **ARTICLE II - BUSINESS**

### **Section 1 - Dues and Other Deductions**

If necessary the District agrees to deduct from the salaries of its employees as requested by the employees:

- A. All Association members who have affirmatively consented to deductions shall have their dues deducted on a twelve (12) month basis. To affirmatively consent, an employee must sign and deliver to the business office a written Dues Deduction Authorization and assignment form.

Upon affirmative consent, the District shall make the appropriate payroll deduction as certified by the president of the Association and shall transmit the monthly dues to the designated office of the Association.

A statement listing the amount of dues and fees required for membership in the Association shall be given to the Fiscal/Human Resources Director prior to September 15 of each year. Any change in the rate of membership dues and fees shall require at least thirty (30) days written notice to the Fiscal/Human Resources Director.

Employees who wish to revoke their Dues Deduction Authorization must do so by providing written notice to the Washington Education Association (WEA).

If an employee fails to, or affirmatively decides not to, sign and deliver a Dues Deduction Authorization and assignment form to the business office, the District will not deduct any membership dues or fees from that employee until and unless they sign and deliver the Dues Deduction Authorization and assignment form to the business office.

- B. Premiums for Board approved insurance programs and annuities for which there are at least eight (8) District employees participating.
- C. The association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgement rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions the District shall select the attorney(s).

### **Section 2 - Board-Association Relations**

- A. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours. All meetings shall be coordinated with the building principal so as to prevent scheduling conflicts.

- B. The Association shall have the privilege of posting notices of activities and matters of Association concern on an employees' bulletin board which shall be provided in each building.
- C. The Association shall have the privilege of using the District mail service and employee mailboxes for communication (an Association official shall be responsible for placing such notices in mailboxes). Materials for general distribution must be signed by the appropriate Association official. A copy must be distributed to the building administrator simultaneously with the employees.
- D. The Board agrees to furnish to the Association, in response to reasonable requests, available public information at Association cost. Information to be provided on the district website shall include: monthly approved Board minutes, annual final budget, and annual report.
- E. The Board shall place on the agenda of the regular Board meeting for consideration written matters brought to its attention by the Association so long as those matters are made known to the superintendent's office one hundred and twenty (120) hours prior to said regular meeting. The Association must designate on the written request who will speak for the Association. The Association shall be given the opportunity to speak to matters on the agenda at the time of discussion.
- F. The Board agrees to allow the Association to present information about the exclusive bargaining representative—Access to new employees.
  - 1. The employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the employer and the exclusive bargaining representative.
  - 2. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.
  - 3. "Reasonable access" for the purposes of this section means:
    - a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;
    - b) The access is for no less than thirty minutes; and
    - c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.
  - 4. Nothing in this section prohibits an employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section, in accordance with RCW 41.56.037

### **Section 3 - Orientation of Employees**

- A. At the annual meeting of all employees prior to the opening of school for students, the president of the Association or their designee and the superintendent and Board chairman or their designee(s) shall each have an opportunity to address the employees.
- B. The names of all employees, their building, grade and subject assignments shall be provided to the Association by October 1.

### **Section 4 - No Strike**

The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, or any other restrictions of work. Members of the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by other labor organizations when called upon to cross such picket line in the line of duty. Disciplinary action may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action shall not be undertaken selectively.

## **ARTICLE III - PERSONNEL**

### **Section 1 - Hiring Practices**

- A. All employees employed by the Board for employee assignments shall hold a valid Washington certificate. Only employees who hold these certificates shall be allowed to perform work in the instructional setting (classroom). All employees shall be placed on the annual salary schedule in accordance with RCW 28A.400.200.
- B. The Board shall maintain any Affirmative Action Hiring Program required by the Washington State Human Rights Commission or other state and federal law. This Affirmative Action Hiring Program shall be made available for any employee to read upon request.

### **Section 2 - Employee Discipline**

- A. An employee shall not be disciplined without sufficient cause. All charges forming the basis for disciplinary action shall be made available to the employees and the Association at the time the action is taken. In the event an employee is non-renewed or discharged as per RCW 28A.405.210 or RCW 28A.405.300 and a hearing is requested, then the employee and the Association may elect to submit the issue to Step III of the Grievance Procedure (binding arbitration) as opposed to the hearing process in RCW 28A.405.310.
- B. Employees who have committed a slight indiscretion in relationship to school responsibilities may be verbally warned or, if continued, be given a written reprimand. Employees who continue in such conduct or employees who have committed more serious actions may be subject to more severe forms of administrative action and such action shall be appropriate to the behavior which precipitates said action. The administration agrees to follow a policy of progressive administrative action with due process which may include verbal warning, written reprimand, suspension with pay, with dismissal as a final and last resort.
- C. 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. If the complaint is of a possible criminal nature which requires an investigation, the employee shall be so notified, and the statement of the charges may be withheld until completion of the investigation, if required.



### **Section 3 - Personnel File**

- A. The official files on employees are confidential and as such shall be available for inspection only to the supervisory and confidential employees of the District. There shall be but one personnel file kept on each employee in the District.
- B. Employees and/or their authorized representative shall have the right to review by prior appointment all materials in their personnel file.
- C. Employees shall be notified of all derogatory material to be placed in the personnel file within ten (10) days after receipt or composition thereof. Employees shall be given an opportunity to attach his/her own comments to all derogatory materials.
- D. Employees may request and have disciplinary materials removed after two (2) years provided no similar instance has occurred. The district shall comply with all state record keeping requirements.
- E. Upon request by the employee, the superintendent or his/her official designee shall sign to verify contents as listed by the employee.
- F. Nothing in this section of the Agreement shall prevent the District from meeting the requirements of state or federal public record laws.

### **Section 4 - Principal Working Files**

The principal may maintain a supervisory file for the purpose of containing preliminary working material about an employee's performance and evaluation. It is not to supplant or duplicate the employee personnel file held by the district.

- A. Materials which shall not be placed in the supervisory file include confidential files on pending grievances, discipline and litigation. These will be maintained separate from other district files and the employee personnel file.
- B. The Principal's working file is confidential and available for inspection by the employee upon request and prior appointment. An Association representative may be present with the employee and supervisor. The employee shall have the right to copy any materials from the file and to attach written comments to anything in the file.
- C. No observation, evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the principal's file without the employee having been provided a copy first and the opportunity to attach comments. Such

written response shall become part of the employee's written personnel records should the initiating documents be moved to the personnel file.

- D. Any verbal warning notations shall be removed if requested in writing two (2) years after initial placement, provided no further incident of a similar nature has occurred during that time period.
- E. Any derogatory document not provided to an employee within five days after receipt by the principal shall not be allowed as evidence in any grievance or disciplinary action against the employee.
- F. The annual evaluation shall be placed in the district personnel file upon completion of the final evaluation conference.
- G. When a principal leaves the district, the contents of his/her working files will be destroyed.

### **Section 5 - Nondiscrimination**

The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

### **Section 6 - Academic Freedom**

- A. Employees shall be free to use their own methods of instruction, while following established District curriculum. Further, employees shall be authorized to supplement District provided materials with outside sources and materials. Such sources and materials which are not included in Board approved written District curriculum shall be approved by the administrative team prior to use.
- B. 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 prior permission of the employee nor shall any such existing device be similarly utilized without prior permission of the employee.

- C. The building principal or evaluator may employ the devices mentioned in B. above when their use is deemed necessary to conduct a classroom observation. In such cases the building principal shall notify the employee so observed within 24 hours of the actual observation.

## **Section 7 - Student Discipline**

- A. In the maintenance of a sound learning environment, all employees shall assume the responsibility for maintaining an atmosphere that will serve to prevent undesirable conduct. To enable all employees to maintain order and discipline of students, the School District shall support and assist all certificated employees in maintaining control of students. The principal or designee shall respond to an employee's request regarding a discipline problem within one (1) working day following the request. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws and Board policies. However, in the exercise of authority by an employee to control and maintain order and discipline, the employee shall use reasonable judgment.
- B. Each employee is legally responsible for the supervision of his/her assigned group. Each employee is responsible for correcting any student(s) whose behavior could adversely affect the health, safety, or welfare of others and who is not properly supervised. Each certificated employee is responsible for reporting the situation to the student's teacher or to the teacher supervising the activity.
- C. Student Rights and Responsibilities Handbook

The administration, and selected representatives of employees, students, and parents, shall jointly develop the student rights and responsibilities handbook. The handbook will be reviewed annually to be updated and approved by the Board of Directors.

- D. Disciplinary Standards and Procedures

Subsequent to the development of the student handbook, the building principal and his/her staff will meet in the spring before the end of the school term to mutually review, and set the disciplinary standards of enforcement, and to determine procedures to be followed in the next school year. The disciplinary standards shall conform to Board policy.

- E. Enforcement of Disciplinary Standards

The enforcement standards and procedures will be reviewed with the staff in each building within the first two weeks of the start of the school year by the building principal. The employees shall enforce the provisions of the student handbook.

- F. Exclusion from Class or Activity Area (RCW 28A.600.020).

1. An employee may exclude from the employee's classroom or activity area any student who creates a disruption of the educational process, in violation of the building disciplinary standards, while under the employee's immediate supervision.
2. The student may be excluded from the classroom for all or any portion of the balance of the school day or up to the following two days or until the principal or designee and the employee have conferred, whichever occurs first.
3. Except in emergency situations, however, the employee must attempt one or more forms of corrective action before excluding the student.
4. In no event may an excluded student be returned to the instructional area without the consent of the employee during the balance of the class or activity period or up to the following two days or until the principal or his/her designee and the employee have conferred.

### **Section 8 - Staff Protection**

The Board agrees to save employees harmless and defend them 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/her employment or under the direction of the Board.

#### **Insurance Coverage While Maintaining Order**

The District shall provide liability insurance, covering injury to persons and personal property in accordance with RCW 28A.400.370.

### **Section 9 - Employee Responsibilities**

All employees are expected to perform certain duties that contribute to the activity program, to the guidance program, and to the good climate and efficient operation of the school. In addition to the specific assignment of classroom instruction or other building duties, each employee is expected to assume his or her fair share of responsibility for the operation of the school, the guidance and counseling of the students, and the sponsorship and support of the student activity program. (2006)

### **Section 10 - Building Keys**

Employees are encouraged to use due caution with school keys and/or building access devices/codes. Employees shall be responsible for building keys checked out to them and shall report any loss of keys to their supervisor or district office as soon as possible. Employees will remit \$25/Key to the District for replacement. If the keys are later found, the District will refund 50% of the paid replacement cost as long as the key(s) are still useable. (2013)

## **ARTICLE IV - ASSIGNMENTS, TRANSFER, AND VACANCY**

### **Section 1 - Assignment**

Grade, subject and school assignments shall be made by the District based upon the needs of the District and the demonstrated skill, ability and professional qualifications of the individual employee to fulfill those needs. To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned to subjects, grades and/or other classes outside their teaching certificates and/or their major and minor fields of study or qualifications in specialty areas except as follows: (a) in accordance with the regulations of the State Board of Education; or (b) that employees and administrators agree otherwise; or (c) in an emergency situation created by RIF. In any event all employees shall be notified no later than May 30 of their tentative teaching assignments for the ensuing school year. Immediate notification in writing of any changes to tentative assignments shall be sent to the involved employee.

### **Section 2 - Definitions**

- A. "Position" – a state of employment in which specific duties require a certificated person.
- B. "Promotion" – an advancement from part-time employment or move from instructional to administrative work.
- C. "Vacancy"- a position that does not have a current staff member assigned to it, or one to be filled by the District as a current opening.
- D. "Involuntary Transfer" – When an employee, by necessity, is unwillingly transferred to (a) another assignment or building; or, (b) to a position outside of his/her area of competence or endorsement. An involuntary transfer shall only apply when the change is for more than the equivalent of two 50-minute periods.
- E. "Assignment" – the grade level and/or subject areas or classes to be taught.
- F. "Seniority" – Shall be determined by the following sequence: (a) years in state; (b) years in district; (c) placement on credits column of salary schedule; (d) total credits.

### **Section 3 - Procedure**

- A. In-district employees shall be given notice and first consideration in filling any promotion, vacancy, or newly created position which occurs within the District.
- B. Displaced employees and other involuntary transfers: The following sequential procedure shall be used:
  - 1. In the event an employee is to be displaced due to a shift in student enrollment, all affected employees will be asked to volunteer prior to anyone being involuntarily transferred. Affected employees are those teaching the grade level(s) or class(es) to be eliminated.
  - 2. If an employee volunteers to be displaced, he/she shall have a preference for return when the assignment is again vacant.
  - 3. If no one volunteers, the employee displaced shall be the least senior of those in the assignment to be eliminated (as defined above). That employee shall be given first consideration for any current vacancies before the posting is open for general transfer. If the employee accepts such transfer, it shall be considered an involuntary transfer with preference for return to the assignment when it is again vacant for three years following the involuntary transfer. The employee shall notify the principal in writing, prior to September 15th, that the employee considers the assignment an involuntary transfer.
  - 4. If a position is to be filled by an involuntary transfer for reasons other than displacement, the staff member transferred shall be the qualified one with the least seniority.

### **Section 4 - Order and Priority for Return from Involuntary Transfer**

- A. Upon request, a displaced employee shall be returned to his or her prior position when it becomes vacant. An exception can be made when such return would be unreasonably disruptive to other teaching assignments or when it would have an adverse effect on the educational program. Next consideration should be given to other staff involuntarily assigned out of endorsement. Finally, all other involuntary assigned staff shall be offered vacant positions prior to opening it for general transfer. If more than one employee is in any of the three above categories, priority shall be given to those who have been involuntarily assigned for the longest time. In the event of a tie, priority will be given to the most senior employee.

- B. Any employee who experiences an involuntary transfer, and then accepts a voluntary transfer or declines a subsequent opportunity to return to the former assignment, loses his/her priority right to be further considered for return to the former assignment.
- C. At least 30 days prior to the beginning of the school year, the superintendent or designee shall notify in writing or by personal conference each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request.

### **Section 5 - Vacancy**

All promotions, vacancies, and new positions shall be publicized to in-district employees and the association through a written notice which shall be opened internally by the administration for a period of five (5) days. Highly qualified in-district employees shall be interviewed, prior to the external posting. Internal candidates not selected shall be given notice and reasoning why, if requested. After the five (5) day internal posting, internal candidates who apply will be considered an external candidate. Both the internal and external posting must be identical.

### **Section 6 - Out-of-Endorsement Assignments**

- A. The District may make an out of endorsement assignment when there is no employee on staff with the appropriate endorsement, or when the reassignment of another employee with the appropriate endorsement would be unreasonably disruptive to the current assignments of other classroom teachers or would have an adverse effect on the educational program of the students assigned such other classroom teachers. An employee may be assigned to a grade level or subject area outside his or her endorsed area, according to WAC 180-16-222, and the following:
  - 1. The employee must have at least two (2) full years of classroom teaching experience and must not have been placed on probation during the last two (2) years.
  - 2. Prior to the involuntary assignment to a grade level or subject area, or no later than twenty (20) days after the start of the assignment, the employee's supervisor and the employee shall mutually develop a written plan of assistance for the employee. It will provide for a reasonable amount of planning and study time associated specifically with the out-of-endorsement assignment, and within the regular workday.
- B. An employee who has not completed provisional status with the District shall not be assigned more than one out-of-endorsement assignment, for a maximum of two periods (not more than forty percent of a full-time equivalent) per day.
- C. Employees involuntarily transferred to an out-of-endorsed area will be provided the following considerations:

1. For the first year of the assignment, the District will reimburse the employee for tuition costs (at a rate equivalent to that charged by the nearest state institution of higher education) for mutually agreed upon college courses required for the endorsement, or for in-service or other study related to the assignment.
2. If the out-of-endorsement assignment is to continue past the first year, the District will reimburse the employee for tuition costs as described above, to a maximum of fifteen quarter or ten semester hours, as part of a plan to secure the necessary endorsement.
3. By mutual agreement, upon request by either party, the District will provide the employee with consultant assistance as deemed necessary by both parties.
4. If the involuntary transfer includes a change of building or room, the District will assist with the movement of materials and supplies prior to the start of the assignment.

### **Section 7 - Job Sharing**

- A. The District shall consider job applications from two individuals wishing to share a job. All announcements for job openings shall indicate the District's willingness to accommodate job sharing.
- B. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals. In order for a shared position to be approved, the two (2) individuals must complete an application for such on the mutually agreed upon form, Appendix D.
- C. The District shall approve shared positions dependent upon the following:
  1. When a shared position is terminated, each partner will return to the same position or similar available position s/he had prior to the shared position. Return to full employment from a leave or from shared-time assignment will be only in accordance with Article V - Layoff and Recall, and Article IV - Assignments, Transfers, Vacancies and Section 7 above, Job Sharing.
  2. A written plan will be developed by the teacher partners declaring their commitment to do joint-planning and outlining how it will take place. This plan is subject to review and approval by the administration.



## **ARTICLE V - LAYOFF AND RECALL**

### **Section 1 - Definitions**

- A. The term "layoff" as used herein refers to action by the Board reducing the number of employees in the District due to:
  - 1. Special levy failure
  - 2. Decrease in state support
  - 3. Decrease in enrollment
  - 4. Change in state, county or federal tax sources
  - 5. Building a new building for consolidation of existing buildings.
- B. The term "layoff" as used herein shall not refer to decisions by the Board to discharge or non-renew an individual employee for cause.
- C. "Indeterminate leave" means leave because of economic reasons resulting in a reduction of employees. Any employee placed on indeterminate leave shall retain all accrued benefits and such other benefits as are regularly extended to any employee on a one-year leave of absence.

### **Section 2 - Reduction in Force**

- A. In the event that the Board anticipates a layoff of employees all general fund cash reserves and contingency funds will be considered for use by the Board. Where anticipated revenues are categorical and depend upon actual expenditures rather than budgeted amounts, the Board shall maintain these programs only to the limit of the categorical support.
- B. In the event of a necessary reduction in force the following criteria will be used to determine which employees will be retained.
- C. In order to maintain a viable high school, the District will maintain the following. Such positions may not necessarily require full-time employment. (2016)
  - 1. One teacher with a special education endorsement
  - 2. A qualified high school math teacher
  - 3. A qualified high school biology teacher/one other science endorsement
  - 4. A qualified high school English teacher
  - 5. A teacher with a world language endorsement

6. A teacher with a music major or experience in teaching K-12 music
  7. A vocationally certified business teacher
  8. A vocationally certified agriculture teacher
- D. Except as specifically excluded above, layoff shall be by seniority. Seniority is defined as length of service within the State as of the employee's first working day; provided that any employee employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for teaching experience from any district(s) in the state of Washington.
- E. The employee with the least seniority shall be the first laid off. In the event of more than one individual employee having the same seniority ranking, all employees so affected will be ranked in accordance with the number of education credits beyond the BA degree from greatest to least.
- F. In the event of more than one individual employee having the same number of credits after applying the above provisions, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance. Employees shall not be reduced in seniority ranking by school employees that are not represented by the employee bargaining group.
- G. Notification of any layoffs or proposed layoffs will be made to the staff as soon as possible. Employees that are to be laid off shall be placed on indeterminate leave. Any request for indeterminate leaves shall be granted.
- H. Employees who remain on the staff may be reassigned to best fit the needs of the school district program. The annual evaluations of employees so reassigned shall bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of their major area.

### **Section 3 - Procedure for Recall**

- A. At such time that new openings are available, those employees who were laid off will be rehired in reverse order of layoff. They will be credited for sick leave accumulation at the time of layoff and be placed on the salary schedule at the proper level of experience and education.
- B. Any substitute teaching will be offered to those employees who have been laid off before any other person is offered such a position.
- C. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. A copy shall be sent to the Association.

It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the employee.

- D. An employee shall forfeit employment rights if the employee does not respond to the offer of employment within five (5) days after receipt of the certified letter.
- E. An employee shall remain on the layoff list until September 15 following the year the employee was laid off.

## **ARTICLE VI - EVALUATION**

All employee evaluations shall be conducted in accordance with RCW 28A.405, WAC 392-191 and this Agreement.

### **Section 1 - Purpose**

The parties agree that the following evaluation system for all classroom teachers in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in WAC 392-191A-050:

- A. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
- B. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance.
- C. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

### **Section 2 - Provisional Teachers**

- A. The term "Provisional Teacher" shall include any teacher in a teaching or other nonsupervisory certificated position as defined by RCW 28A.405.220. Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220
- B. Evaluation Option: Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in Article, VI, Section 5, Comprehensive Evaluation Option.
- C. Ninety (90) day Observation: Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days of employment.
- D. Additional Observations: In the third year of provisional status, teachers shall be observed at least three times for a minimum of ninety (90) minutes during the evaluation year.

### **Section 3 - Evaluation Process**

- A. Teacher Self-Assessment: All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator.
- B. Artifacts and Evidence: The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
  - 1. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher may be incorporated at the time of the post-observation conference, and may be used to determine the final evaluation score.
- C. Documentation: The District shall adhere to the following:
  - 1. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file.

### **Section 4 - Electronic Monitoring**

All observations shall be conducted openly. Mechanical or electronic devices shall not be used for evaluation purposes, unless initiated and submitted by the teacher or mutually agreed to by the evaluator and the teacher.

### **Section 5 - Comprehensive Evaluation Option**

A comprehensive evaluation will be required for all teachers who are provisional teachers or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every six (6) years. The focus on professional development and the significance of decisions made as a result of this process will follow a timeline as described in Appendix G-1.

- A. Professional Goals: Teachers on a comprehensive evaluation will develop professional goals and timelines, will monitor their progress, and make adaptations as needed. The plan will be guided by the teacher's self-assessment or the prior year's comprehensive evaluation and must include the three (3) student growth goals (3.1, 6.1, and 8.1) and one (1) instructional goal. The

evaluator and teacher shall mutually agree on the professional growth and development plan and goals for the year.

- B. Pre-Observation Conference: A pre-observation conference may be held prior to a formal observation or series of formal observations. The teacher and evaluator will attempt to mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation(s), and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. If no agreed upon time for the conference occurs, the evaluator shall be entitled to conduct the formal observation.
- C. Formal Observations: At least one formal observation shall be conducted within the first ninety (90) calendar days for provisional teachers. The total annual observation time cannot be less than sixty (60) minutes.
  - 1. 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 employee with a copy thereof within three days after such report is prepared.
  - 2. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher may be incorporated on the observation document prior to or during the post-observation conference and may be used to determine the final evaluation score.
- D. Post-Observation Conference: The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.
  - 1. A post-observation conference may be held within five (5) days following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one post-observation conference will be required for that series of observations.
  - 2. If there is an area of concern, the evaluator will note the concern for the applicable criteria and provide suggestions to help remedy the concern. The teacher has the opportunity to attach written comments to the observation notes.
- E. Informal Observations: Informal observations do not have to be in the classroom. For example, department or collegial meetings may be used for Informal observations.
  - 1. If the evidence gathered from the informal observation is to be used in the evaluation process, the teacher will be notified in writing.

2. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and support of professional growth of teachers, which may be used as the basis for teacher evaluations provided it is documented in an informal observation report.
- F. Final Summative Evaluation Conference: Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
1. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date.
  2. If the evaluator judges the teacher to be below Proficient the evaluator must provide evidence of the score.
  3. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
  4. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within three (3) days.
  5. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Personnel Office; or the comments may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.
- G. Comprehensive Evaluation Summative Score: A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria.

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

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

- H. Student Growth Impact Rating: Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the teacher is given a score of low, average, or high based on the scores below:

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

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

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

- I. Impact of Low Student Growth Score: A student growth score of "1" in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2. and SG8.1) will result in an overall low student growth impact rating.

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

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

- J. Student Growth Inquiry: Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:
1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
  2. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
  3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
  4. Create and implement a professional development plan to address student growth areas.



## **Section 6 - Focused Evaluation Process**

- A. All certificated classroom teachers must receive annual performance evaluations as provided here:
  - 1. All classroom teachers shall receive a comprehensive summative evaluation at least once every six years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.
  - 2. The following categories of classroom teachers shall receive an annual comprehensive summative evaluation:
    - a) Classroom teachers who are provisional employees under RCW 28A.405.220;
    - b) Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.
- B. In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year may complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criteria and share professional growth activities.
- C. The evaluator must assign a comprehensive summative evaluation performance rating for the focused evaluation.
- D. 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.
- E. The teacher will develop a plan based on a self-assessment of the selected criteria, develop written professional goals and timelines, monitor progress and make adaptations as needed. The evaluator and teacher shall mutually agree on the teacher's professional goal(s) for the year.

## **Section 7 - Support for Basic and Unsatisfactory Performance**

- A. When a teacher's summative score falls below Proficient, at least one of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:
  - 1. The teacher may be granted an additional/alternative certificated employee evaluator.
  - 2. A mentor will be assigned.
  - 3. The teacher may choose to participate in a voluntary structured support plan.
  - 4. District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).

## **Section 8 - Probation**

- A. The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.300.
- B. Continuing contract teachers with five (5) or more years of teaching experience in the state of Washington receiving a summative score of Level 2 - Basic for two years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.
- C. At any time after October 15th, a teacher whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 20th of the academic year. The notice to the teacher shall be signed by the Superintendent/Designee.
- D. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 1st of the same school year.
- E. During the probationary period the evaluator shall meet with the teacher twice monthly to supervise and make written evaluations of the progress made by the teacher.

- F. The principal or supervisor may authorize one additional certificated administrator to evaluate and assist the teacher in improving his or her areas of deficiency. Should the evaluator or supervisor not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.
- G. A teacher on probation may authorize an Association representative to accompany him/her at all conferences required in this section. However, meeting dates and times will not be postponed based on availability of a representative.
- H. The teacher may not be transferred from the supervision of the original evaluator during the period of probation. Improvement of performance must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district may occur.
- I. The teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract teacher with five or fewer years of experience or of Level 3 or above for a continuing contract teacher with more than five years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than May 15.
- J. If the probationary teacher has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 28A.405.300.
- K. Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under Section 2.E. above, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term.

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

## **Section 9 - Evaluation of Non-classroom Employees**

- A. Non-classroom employees are certificated staff who do not provide academically focused instruction and/or grades. Non-classroom employees include: counselors, social workers, Behavior Intervention Specialists, librarians, instructional coaches, education specialists, Education Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses or school psychologists) and other bargaining unit members who do not meet the definition of classroom teacher.
- B. Within each school, the principal or his/her administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to two (2) or more schools shall be evaluated by a primary evaluator. The employee shall be notified in advance of the name of the evaluator(s). The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other administrative/supervisory staff members to assist in the observation and evaluation process.
- C. Non-classroom employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement in Appendix G-3. Employees shall be evaluated annually, such evaluations to be completed no later than June 1 of the year in which the evaluation takes place.
- D. Non-classroom employees newly employed by the District shall be observed within the first ninety (90) calendar days of commencement of their employment.
- E. If an employee is transferred to another position, not under the supervisor's jurisdiction, an evaluation shall be made by the supervisor at the time of transfer or by the new supervisor.
- F. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

- G. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.
- H. Principals and other supervisors and their administrative/supervisory designees may make evaluations at any time during the school year, such evaluations may cover individual observations for such periods of time as may be identified in the evaluation report.
- I. During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. Upon completion of any observation by the building principal or other evaluator, the employee shall, within five (5) working days, be provided feedback on the observation. A minimum of one (1) observation for a total observation time of thirty (30) continuous minutes shall be required in connection with the evaluation of employees.

#### **Section 10 - Evaluation Procedures for Non-classroom Employees**

- A. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the evaluation report within three (3) days.
- B. The employee shall sign the District's copy of the evaluation report to indicate that he/she has 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.
- C. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District Personnel Office; or they may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.
- D. Following the completion of each required evaluation report, a meeting shall be held between the evaluator and the employee to discuss the report.
- E. In the event that any evaluation report indicates that the employee has performance deficiencies in one (1) or more of the overall areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available

resource persons. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver such plan to the employee.

### **Section 11 - Provisional Non-Classroom Employees**

Pursuant to RCW 28A.405.220, employees are on provisional status for their first three years of employment with the District. However, employees with at least three years of teaching experience in another Washington State school district shall be on provisional status only for their first full year with the District. These employees will be evaluated according to the process outlined above for non-probationary employees. Provisional employees whose performance is deemed unsatisfactory shall not be placed on probation in accordance with this Article. If nonrenewed, a provisional employee shall have access to the grievance process only up through step three.

### **Section 12 - Probation of Non-Classroom Employees**

- A. In the event that the evaluator determines on the basis of the evaluation criteria that the performance of an employee is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:
  - 1. The evaluation report prepared pursuant to the provisions of Article VI, Section 12, herein;
  - 2. A recommended specific program designed to assist the employee in improving his/her performance;
  - 3. Any written comments by the employee.
- B. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent may place the employee in a probationary status. This probationary status may begin at any time after October 15th but no later than February 1st. A probationary period of sixty school days (60) shall be established, during which time the employee must demonstrate improvement in the areas in which the employee is deficient. The employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:
  - 1. Specific areas of performance deficiencies;
  - 2. A suggested specific program for improvement;
  - 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvements in his/her areas of deficiency and

4. A statement indicating areas of assistance to be provided by the supervisory staff.
- C. At or about the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
  - D. During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The provisions of Article VI, Section 10 shall apply to the documentation of evaluation reports during the probationary period.
  - E. Beginning with the probationary period, an employee may have an Association representative present during conferences held pursuant to Article IV, Section 10, herein. However, meeting dates and times will not be postponed based on availability of a representative.
  - F. The probationary employee shall be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.
  - G. If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation.
  - H. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405.300.
  - I. The employee may then be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

## ARTICLE VII - INSTRUCTION

### Section 1 - Employee Workload/Class Size

- A. When the enrollment of regular classrooms reaches the numbers designated below per class, the principal and the affected employee(s) will meet to determine the best course of action with the resources available and/or additional class numbers stipend. In cases of specialists overload, the Principal may place an additional staff member to alleviate the class size in lieu of an overload stipend.

K - 2	20
3	24
4 - 5	25
6-12	26
K-4 Specials	Homeroom Class Size
5-12 PE	35
Total Fitness	25
5-12 Band	45

- B. To compensate for possible overloads as determined on the monthly enrollment report, a monthly stipend will be paid as follows:

K - 6	\$150 per student per month
7 - 12	\$25 per student per period per month

- C. The District recognizes that students with IEP's require extra effort and time. The District assures that the respective building principals will balance such students within each grade level considering each teacher and work within the constraints of the class size policy. Furthermore, before a change of placement occurs for a student with an IEP, the team will meet to determine the needs of the student.

#### Special Education Classes/Special Programs

Elementary Special Education	No more than 25 IEP's
Secondary Special Education	No more than 28 IEP's

The following procedures will be used to assist special education certificated staff members in keeping enrollment at reasonable and workable levels:

1. Special Education certificated staff members will contact their building principal to express concerns with caseloads, class size, schedule, or paperwork.
2. The building principal and special education certificated staff member(s) will meet within five (5) workdays when concerns are brought forward to find solutions. The agreed upon solution(s) will occur within ten (10) working days.



3. Should the caseload exceed the limits established by the special education staff member's monthly count, the following options will be available:
  - a) Add dedicated classroom aide time
  - b) Reassign or add certificated staff
  - c) Provide additional release time for planning
  - d) Provide Certificated Special Education teacher stipend of \$150.00 per IEP, per month for class overload
  - e) Provide additional FTE hours above standard 1.0 contract

## **Section 2 - Preparation Period**

- A. All K-6 employees directly involved in classroom instruction shall have a minimum of 200 minutes per week of non-student contact time. Preparation time shall not be assigned to other duties without the consent of the employee with the exception of one faculty meeting per week and the District curriculum meeting.
- B. Junior High and High School employees will have one full class period of preparation time during the student day unless the employee voluntarily chooses to teach during their preparation. The preparation period will be prorated for part-time employees.
- C. In the event of assemblies, field trips, temporary change of student day, early release and emergencies the prep period may not occur.

## **Section 3 - Substitute Use**

The District shall provide coverage for all certificated employees for classroom time for all absences. The District shall attempt to provide substitutes who have competence in the area of substitution. For school related absences, a certificated employee may cover another certificate employee's class at a rate of \$40.00 per class period covered. Any certificated staff member who has to work a full day out of assignment will receive a stipend of \$75.00 per day.

The district shall attempt to provide substitutes who are certificated and have competence in the area of substitution. In the event that a certificated and area-competent substitute cannot be found, the district will then attempt to find a conditionally-certified substitute qualified under WAC 181-79A-231.

Annually, the district will create a pool of substitutes and conduct interviews, if necessary to select these substitutes.

#### **Section 4 - Student Grades**

Consistent with WAC 180-44-010, employees have the exclusive right and responsibility to determine grades and other student evaluations.

- A. An employee's grade or other evaluation of a student may not be changed without consultation and consent of the employee, unless so directed by the School Board.
- B. The employee and the involved parties, including the principals and superintendent, shall meet to discuss the matter prior to any action being taken by the Board.
- C. Should a challenge to a grade occur, the employee and the administrator shall be afforded a due process hearing before the School Board. Only after such a hearing may the Board direct an employee to revise a grade.
- D. In the event that an employee is incapacitated and cannot determine or administer student grades, the superintendent, principal and LEA president will meet to determine the student grading process.

#### **Section 5 - Classroom Visitation and Parent Involvement**

- A. To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:
- B. All visitors to a school and/or classroom shall obtain the approval of the principal or designee, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee.
- C. The employee shall be afforded the opportunity to briefly confer with the classroom visitor before and/or after the visitation.
- D. If a longer conference is necessary it will be scheduled before school, after school, or when the principal or designee can arrange the conference.

- E. The parties recognize active parent involvement in the school life of their students as a key to successful student learning. To that end, we commit to encourage increased parent, patron and business partner participation in our schools, to review current practices, identify barriers, if any, to active parent participation and develop ways to eliminate them and motivate greater involvement.

## **Section 6 - Employee Facilities**

Each building shall have the following facilities and equipment for the work-related use of employees in that building:

- A. An assessment will be made to determine that there is adequate space in each classroom or building to safely store instructional materials and supplies.
- B. A faculty lounge and work area will be provided containing a telephone, computer and printer, copy machine, working laminator, desk, table and chairs. Supplies will be available to aid in the preparation of instructional materials.
- C. An intercom, desk, and a chair, upon request of the employee, a two-drawer filing cabinet in each classroom.

## **Section 7 - Extra Duties**

- A. Employees shall not be required to perform extra duties such as food distribution, supervision of cafeterias, locker checks, and/or custodial functions. The District shall consider hiring para-educators to assist in further reducing non-teaching duties. Employees K - 8 will be relieved of before school and noon playground supervision.
- B. Employees shall not be required, requested, nor reimbursed to drive in their own car students to activities away from the school building.

## ARTICLE VIII - LEAVES

### Section 1 - Sick Leave

- A. Every employee holding a regular full-time position shall accrue twelve (12) working days' leave pay for each school year. Unused sick leave may be accumulated to the maximum allowable set by state law (currently 180 days).
- B. Every employee holding a regular part-time position shall accrue leave with pay in proportion to the total number of days contracted for teaching to one hundred eighty (180) days.
- C. Sick leave may be applied to absence caused by illness or injury of an employee or his/her immediate family.
- D. When an employee will be absent from work due to illness, notice shall be provided through the substitute tracking system. If the absence is for consecutive days the principal should be notified of the probable date of return.
- E. 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. Leave for these conditions may be renewed for one additional year. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the superintendent for Board approval.
- F. All sick leave benefits shall terminate upon termination of employment for any reason.
- G. The District shall establish and administer a leave sharing plan pursuant to RCW 41.04.650-670.

An employee may contribute sick leave provided that the contributing employee retains state mandated minimum of sick leave after the transfer. Administration of this leave will be in accordance with District policy. Leave shall be calculated on an hour(s) donated/hour(s) received basis.

## **Section 2 - Family Medical Leave Act**

The District shall post information on the Family Medical Leave Act (FMLA) at each employee work site. Employees should be aware that certain use of FMLA could result in the employee exhausting all accrued sick leave.

## **Section 3 - Sick Leave Cashout**

- A. Pursuant to current statute, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's pay for four (4) accumulated sick leave days. Such cash in may not exceed the number of days accumulated the previous year less the number of days of sick leave actually used the previous year. For employees who are retiring, all sick leave remaining at the time of retirement may be cashed in at a ratio described above.
- B. Employees who cash out their sick leave at the time of retirement may do so on a ratio of one full day's pay for each four accumulated sick leave days; up to 180 days maximum or the state allowable maximum.

## **Section 4 - Conditional Leave**

- A. Five (5) days leave with pay may be granted in any one year for such emergencies that necessitate the employee's absence during school hours.
- B. One (1) day of conditional leave shall be with pay and shall not be deducted from sick leave. Paid conditional leave is defined as financial, legal, business situations or other circumstances related to hazardous weather which demands the employee's presence during the working day. Other emergent circumstances may be approved by the superintendent. The employee shall report and document such absence within five (5) business days to the business office.
- C. The remaining four (4) days of conditional leave shall be deducted from sick leave and are defined as but are not limited to financial, legal, business situations over which the employee has no control. Such leave shall be applied for in advance except in an extreme emergency. The employee will notify his/her building administrator as soon as possible.

An emergency is defined as family illness, financial, legal or business situations over which the employee has no control and which demands the employee's presence during the working day. Such leave shall be applied for in advance except in an extreme emergency. The employee will notify his/her building administrator as soon as possible.

## **Section 5 - Maternity, Paternity and Adoption Leave**

- A. An employee requesting maternity leave must notify the administration within thirty (30) days of taking such leave and shall indicate the expected date of return.
- B. Maternity leave may be granted without pay. An employee granted maternity leave shall be eligible for sick leave for the period she is unable to work due to her pregnant condition. The employee's attending physician must certify that her pregnancy prevents her from working for a specified length of time, not on the entire period the employee requests for maternity leave. Maternity leave may be taken for a period up to one year.
- C. Accumulated leave may be used for maternity, paternity or adoption leave. In the event of a birth of a child of the employee's spouse, sick leave will be allowed. Such leave may be granted in increments of one-half (1/2) days.
- D. Upon return from parenting leave, the employee shall be assigned the same position previously held or an equivalent position.
- E. An employee legally adopting a child should notify the District in writing of the intent to take adoption leave stating the expected date of leave and return to employment. Adoption leave shall be granted for a period not to exceed two (2) months. An employee returning from adoption leave shall be placed in the position last held or in a similar position by the District.

## **Section 6 - Bereavement Leave**

Up to five (5) days leave with pay will be authorized by the District in the event of death of any member of the immediate family, and may be authorized by the District for another person of significant relationship. Immediate family includes mother, father, step-father, step-mother, spouse, son, daughter, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, and any other relative living in the same household. Bereavement leave will not be deducted from sick leave for immediate family members. If it is for another person of significant relationship, such bereavement leave will be deducted from sick leave. The District retains the right to require the employee to supply proof of death and/or relationship of deceased as well as justification of time required for bereavement related activities.

## **Section 7 - Jury Duty and Subpoena Leave**

- A. Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve jury duty is received. Employees may secure support from the District office in seeking relief from jury duty when it interferes with professional obligations to the teaching assignment.
- B. Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be paid to the District.
- C. Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay in accordance with WAC 357.31.315

## **Section 8 - Military Leave**

- A. Annual active duty training (Reserve i.e. National Guard): An employee serving as a member of the National Guard or any Reserve component of the Armed Forces of the United States is entitled to leave in accordance with RCW 38.40.060.
- B. Extended active duty: All present employees who have been called or volunteer (because of imminent compulsory duty) for active duty in the Armed Forces of the United States, irrespective of a state of national emergency being declared, will 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 that choose to enlist during time of national emergency.
- C. A guarantee of reemployment after extended active duty is contingent upon notification to the superintendent at least four (4) months before the commencement of the next school year of the intent to return.
- D. An employee does not waive any rights in the District if, after release from military service, he/she teaches in another school district for an interim period previous to the commencement of classes for the next school year.

- E. All accumulated sick leave and other employee benefits will revert to the employee when he/she returns to the school district. However, no employee benefits will accrue during absence from the school district.
- F. Any employee returning from extended active duty will have no guarantee of in-position placement but is assured of district placement.
- G. Employees shall be granted military leaves of absence without pay when required by law to serve in a military force. Years of military leave shall be counted as years of experience for salary and seniority purposes. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.
- H. Military leave of absence is construed as regular service in regard to salary increments. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from employee's teaching assignment for a period not exceeding twenty-one (21) calendar days beginning October 1st and ending the following September 30th. The employee shall receive normal District pay, however, there shall be no loss of privileges, vacations or sick leave to which the employer might otherwise be entitled according to RCW 38.40.060.

### **Section 9 - Long-term Leave**

- A. Leave of absence for advanced study, travel, Association business or any other reason may be granted at the discretion of the District to employees who have completed no less than three (3) consecutive years of service in the District.
- B. Such leave shall be granted without pay.
- C. Experience credit for salary purposes shall not accrue during the leave period, except as provided in this Agreement.
- D. Leave of absence in this category will be limited to one (1) year, except in those cases when a two (2) year leave is requested initially.
- E. An employee granted extended leave shall notify the superintendent no later than ten (10) weeks prior to the end of the term during which leave is taken regarding their intent to return



to the District. No assurance is given that the employee will be returned to their former position. An effort will be made to provide an assignment appropriate to the employee's qualifications.

### **Section 10 - Attendance at Meetings and Conferences**

Professional leave with or without pay, and with reimbursement of certain approved expenses, may be authorized by the District for attending educational conferences or for other purposes related to the employee's assignments as previously approved by the superintendent.

### **Section 11 - Association Leave**

The Association shall be authorized a total of ten (10) days for the transaction of Association business. The Association president or his/her designee shall notify the District building principal five (5) school days in advance when Association leave is to be taken and shall name the employee(s) to be absent. The Association shall reimburse the District for the cost of the substitute for each day of such leave taken.

### **Section 12 - Personal Leave**

- A. Three (3) days of leave with pay may be granted for personal leave. Employees with 10+ years teaching experience will receive one (1) extra day for a total of four (4) days of personal leave. The employee will notify the building principal five (5) days in advance of taking the leave.
- B. The leave may not be taken the first week of school, on the day immediately preceding nor immediately following a three (3) day weekend nor during the final week of the school year unless with the principal's permission.
- C. In the event that more employees request personal leave on a given day than are substitutes available, then such leaves shall be granted on the basis of those making the earlier request(s).
- D. The District will reimburse continuing employees with the June paycheck, at substitute rate of pay for each unused personal leave day. Employees may carry over three (3) days of personal leave to the following year, not to exceed seven (7) days in any given year. Written notice must be made by June 1 to carry over, otherwise the employee will be reimbursed for unused leave.

### **Section 13 - Paid Family and Medical Leave (PFML)**

Commencing on January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

## **ARTICLE IX - FISCAL**

### **Section 1 - Salary Placement Provisions**

- A. Credits and years of experience recognized by the state shall be recognized by the District for District salary schedule placement.
- B. Credits shall be reported by means of an official transcript to the Superintendent by October 1 annually to apply for salary advancement.
- C. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the District. The employee shall be notified by the District of his/her right to Association representation at all meetings relating to overpayments of salary. In the event that the parties cannot agree on a repayment schedule, the District may implement a repayment plan, subject to the Grievance Procedure.

### **Section 2 - Salary Payment**

- A. The District will prepare payroll and have electronic data, via Skyward, issued on the last weekday of each month. (2016)
- B. All compensation owed to an employee who is leaving the District shall be paid within sixty (60) days of the effective date of the employee's resignation or within 45 days of the last day of school, provided there is no computer caused delay.
- C. Employee's salary schedule (see Appendix A).
  - 1. 2023-2024 3.7% Salary Scale increase to each cell (IPD), plus 3 state funded days (prior to first day of student instruction) and 2 additional teacher directed enrichment days
  - 2. 2024-2025 State IPD percentage rate salary scale increase to each cell, plus 3 state funded days (prior to first day of student instruction) and one additional teacher directed enrichment day for a total of 3 teacher directed days will be applied if student enrollment agreement is met each year.
  - 3. 2025-2026 Reopener for Salary

### **Section 3 - Individual Contract**

- A. Two (2) copies of the contract shall be given to the employee each year for signature. One (1) copy is retained by the employee at the time of signing and one (1) copy is returned to the superintendent's office. The copy must be returned to the superintendent's office within ten (10) working days after receiving the contracts.
- B. Persons assigned co-curricular duties are subject to the provisions of this Agreement (see Appendix B for Enrichment Salaries).

### **Section 4 - Calendar**

- A. It is recognized that the Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar a proposed calendar will be referred to the Association for review and recommendation.
- B. The Board shall adopt the calendar for the subsequent school year prior to May 30. Both the Board and the Association agree to the following conditions:
  - 1. The first priority shall be to start the school year within the seven-day period prior to Labor Day.
  - 2. The scheduled end of the school year as adopted prior to May 30 shall not be later than June 10 except for make up of days missed due to emergency closures determined by the superintendent.
  - 3. The week of spring vacation will be scheduled in accordance with Spokane Public Schools, the three Spokane Valley districts, Cheney, Freeman, and Medical Lake. Should these districts' vacation dates differ, the District will confer with LEA leaders for recommendations. (2010)
  - 4. No school days will be scheduled between and including Christmas and New Year's Day.
  - 5. Early release at the start of vacation periods for Thanksgiving, Christmas, and summer.
- C. It is recognized that the Board of Directors has the responsibility to demonstrate to the Superintendent of Public Instruction that every effort has been made to make up scheduled school days missed due to closure for unforeseeable reasons.

The days necessary for makeup of emergency closures shall be mutually agreed upon by the superintendent and the president of the Association. The superintendent will then make a recommendation to the Board.

## **Section 5 - Employee Work Year**

The employee work year shall consist of:

- A. One-hundred eighty (180) student contact days (as reflected in the salary schedule), plus three (3) State Funded days prior to first day of student instruction and two (2) additional teacher-directed enrichment days. (The three (3) additional state days and the two (2) additional teacher-directed days are paid separately from the one-hundred eighty (180) day salary schedule pay.) One additional teacher directed enrichment day for a total of three (3) teacher directed days will be applied if student enrollment agreement is met each year.
- B. Each school year, a third teacher directed enrichment day will be offered if the district enrollment average for the prior school year remains at 97% or better of the budgeted student enrollment number which will be shared with LEA after the June enrollment report.
- C. The two additional workdays may be used at the employee's discretion. The following activities for the use of two (2) 6.5 hour per diem pay. Employees need to submit an enrichment day request form to be paid for extra time spent in the following activities:
  - 1. Room prep 6.5 hours prior to the beginning of school.
  - 2. Assisting or supervising students that fall outside of the regular workday.
  - 3. Curriculum planning.
  - 4. Attendance at professional development.
  - 5. Other items may be available with prior approval.

(Enrichment Day form will be posted under staff links on the district website)

## **Section 6 - Length of Employee Workday**

- A. All employees may be assigned appropriate starting and dismissal times providing their total workday shall be no longer than seven and one-half (7 1/2) consecutive hours, including a duty free continuous thirty (30) minute lunch period.

B. The starting and ending times in each building may be adjusted to meet the bus schedule. The employee workday, however, shall not be longer than provided above. Duty shall include presence:

1. In the assigned classroom;
2. At a faculty meeting;
3. In a parent/student conference;
4. In a conference with the administrator;
5. Involved in preparation of classroom materials.

C. Assignment for Part-Time Employees:

1. Part-time employees are salaried professionals, not hourly workers.
2. Part-time employees have comparable rights and responsibilities pro rata to full-time employees.
3. Scheduling is driven by the needs of the program. When scheduling, a goal should be the balance between program needs and employee needs.
4. Scheduling of part-time employees must reflect all of the above.
5. The percentage of Full Time Equivalent (FTE) for part-time employees is determined by a formula: Number of Periods taught/Number of Teaching Periods taught by 1.00 FTE..

D. Provide that employees shall not be required to work and shall suffer no loss of pay and benefits when schools are closed or delayed.

1. In the event school has a late start due to weather conditions or other emergency closure circumstance, employees will be expected to arrive at school thirty (30) minutes before the designated late start time or as it is safe to do so.
2. In the event school has any early student dismissal due to weather conditions or other emergency closure circumstance, there shall be no reduction of the employee's pay or deduction of leave benefits.

## **Section 7 - Employee Supply / Tuition Reimbursement Plan**

- A. Employees will be allotted \$500 to use in any one or combination of the following ways. Employees may choose to receive payment/reimbursement either twice a year or with their June paycheck/expense warrant. The allotment may be used for: (2016)
  - 1. Supplemental or enrichment materials or clothing of a protective nature purchased or rented by the employees to be used in the classroom. Employees shall submit a voucher requesting reimbursement, along with original receipts or proof of payment, to the Superintendent's office for reimbursement. This allotment is in addition to the regular building and program supply budgets and solely at the discretion of the employee.
  - 2. Tuition and instructional materials' costs for state approved college, university, or in-service courses.
- B. Any unused \$500 funds will be moved to a dedicated fund for New to Career Teachers to draw from up to \$500. The money may be used in similar manner as in parts one (1) and two (2) of letter A.
- C. Should the District implement Article V, (Layoff and Recall), this section will be open to negotiations upon request of either party.

## **Section 8 - Staff Development and Training**

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

- A. Staff development activities shall 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 employees involved in curriculum innovation and change.
- B. The District and the Association will create an ongoing Staff Development Committee to annually survey employees regarding their staff development needs. The survey will include

district needs, state and federal requirements, and other possible considerations as well as staff needs. Based upon survey results the committee will arrange for in-service and other resources to meet those needs.

- C. Employees are expected to participate in professional staff development activities to enhance confidence in the use of educational materials, curriculum instructional programs, and other professional skills.
- D. In the implementation of new curriculum, the District will develop and implement in-service training programs for any employee(s) who will be responsible for the new curricular program in conjunction with the staff development committee.
- E. The District will allocate \$5,000 annually to the budget for the purpose of implementing mutually developed programs in B above. (2006)
- F. Hourly Rate: Employees will be paid thirty five dollars (\$35) per hour for voluntary curriculum design, teaching in-service classes and other academic activities requested by the district for work done outside the regular work day. (2013)
- G. The Board shall grant released time for the purpose of in-district curriculum development meetings.
- H. In furthering the development of instructional quality, employees may, within contract limits, participate in:
  - 1. Assisting development of new curriculum or revision of existing curriculum guides;
  - 2. Assist in the selection of new texts, materials and equipment;
  - 3. Assist in the development of tools for the evaluation of courses and curricula.
- I. Employees shall make every effort to coordinate program goals with other grade levels, subjects and programs.

## **Section 9 - Insurance**

- A. SEBB: The District agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members, and their dependents are required by State law, the State Operating Budget, and the School Employees' Benefits Board (SEBB).
- B. SEBB Insurance Plans: The District agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.



- C. SEBB Eligibility: The District agrees to follow SEBB eligibility rules form employees who are anticipated to work six hundred and thirty (630) hours or more per school year, or the minimum amount of hours worked set by SEBB, whichever is higher.
- D. The District shall pay (100%) of the Health Care Authority (HCA) retiree subsidy.
- E. An employee who is on authorized leave of absence may elect to keep in force an insurance membership that was in effect while the employee was previously on salaried status.
- F. Employees shall be eligible to enroll in the medical program only during the months of September and October or during special open enrollment periods. However, new employees may enroll within thirty (30) days of the initial employment.
- G. The Board shall make twelve (12) equal payments for each employee commencing September 1 and ending August 31. If an employee terminates employment prior to June, insurance coverage shall terminate at the end of the month in which termination occurred.
- H. The District shall allow for continuation of group insurance privileges under COBRA guidelines, at employee expense due to the end of employment or reduction of hours. This shall be at no expense to the employer. The same benefit shall be offered to employees on leave of absence. (2006)
- I. Employees shall be eligible to make changes in SEBB medical programs only during the Open Enrollment period in October and November, unless there is a special enrollment qualifying event. New employees may enroll within thirty (30) days of initial employment.

### **Section 10 - Tax Sheltered Annuity Programs**

Employees may participate in tax sheltered annuity programs at their own expense. The District shall deduct from an employee's warrant the amount for tax sheltered annuities determined by the employee.

### **Section 11 - Section 125 Plan**

The District shall provide an IRS Section 125 Plan for pre-tax insurance contributions.

### **Section 12 - VEBA III**

The District shall provide, as an employer paid benefit, a yearly VEBA contribution of \$250 per FTE employee.

VEBA III agreement to be considered annually.

## **ARTICLE X - GRIEVANCE PROCEDURE**

### **Section 1 - Purpose**

The purpose of this procedure is to provide for the orderly and expeditious adjustment of individual grievance. Provided, that any employee at any time may present his grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, as long as such representative has been given an opportunity to be present at the adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of a collective bargaining agreement then in effect.

### **Section 2 - Definitions**

- A. A "grievant" shall mean an employee or group of employees included in the bargaining unit, or the Association filing a grievance. (2006)
- B. A "grievance" shall mean a claim by a grievant that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. (2006)
- C. "Days" shall mean employee contract days except that in the event a grievance is not settled prior to the end of the school year; days shall mean weekdays excluding holidays.
- D. Grievances involving one or more employees or that involve more than one supervisor or filed by the Association and grievances involving an administrator above the building level may initially be filed at Step 3. (2006)
- E. Grievances initiated during the summer must either have occurred less than twenty (20) days prior to the end of the school year or must be directly related to salary or non-payment of insurance premiums. Other grievances occurring during the summer must be filed no later than twenty (20) days after school starts.

### **Section 3 - Representation**

- A. A grievant may elect self-representation or be represented by an Association selected representative. However, the Association has the exclusive right to determine representation

at Arbitration. The Association shall have the right to present and to state its views at any formal step of the grievance procedure.

- B. The Association shall be notified in writing as to the disposition of any formal grievance hearing and the disposition shall not be inconsistent with the terms of the Agreement. (2006)

#### **Section 4 - Procedure**

The adjustment of grievance shall be accomplished as rapidly as is possible. To that end the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this Article may be extended by mutual consent of the grievant and person by whom the grievance is being considered.

##### **STEP 1**            Informal Meeting

Within twenty (20) days of an alleged grievance the grievant shall schedule a meeting to discuss the complaint to his/her immediate supervisor. Every effort will be made to resolve the grievance at this level. This step may be waived by mutual consent of the parties. (2006)

**STEP 2**            If the grievant is dissatisfied with the outcome of the informal meeting and/or no settlement is reached the grievance will be reduced in writing on the grievance form in Appendix C and presented to his/her immediate supervisor who will arrange for a formal conference. The formal conference shall occur within five (5) days of receipt of the written request. A written response shall be given to the grievant by the immediate supervisor within five (5) days after the formal conference. (2006)

**STEP 3**            If the grievance is not adjusted to the satisfaction of the grievant at Step 2, or if at Step 2 no decision has been rendered within five (5) days after the formal conference with the immediate supervisor, the grievant may refer the written grievance directly to the superintendent within five (5) days. The superintendent shall arrange a conference with the grievant within five (5) days of receipt of the grievance. Either party may be accompanied by others who might contribute to the acceptable adjustment of the grievance. A written response shall be given to the grievant by the superintendent within five (5) days after the formal conference. (2006)

**STEP 4**            If the grievance has not been adjusted to the satisfaction of the grievant at Step 2, or if no decision has been rendered within five (5) days after the formal conference with the superintendent, the grievant may request in writing a hearing with the Liberty School District Board of Directors. The conference shall occur by the next regular Board meeting or within ten (10) days of receipt of said grievance. A written response shall be mailed to the grievant within ten (10) days after the formal hearing. (2006)

#### **STEP 5**

If the grievant is not satisfied with the disposition of his/her grievance at Step 4, or if no decision has been rendered within the time specified therein, or if the Board declined to hear the appeal under Step 4, the grievant may within five (5) days after notification thereof, request in writing, with copies to the District and the Association, that the Association submit the grievance to arbitration. The Association, by written notice to the superintendent, within ten (10) days after receipt of the request from the aggrieved person, may request arbitration.

#### **Section 5 - Binding Arbitration**

- A. If, following receipt of the request by the District, the parties are unable to agree upon an arbitrator within five (5) days, the Association shall make application within ten (10) days to the Federal Mediation and Conciliation Service for a panel of arbitrators in any manner mutually agreeable to the parties except that, if they cannot agree upon a method, then the arbitrator shall be selected by the Association first striking from the list the name of any arbitrator unacceptable to that party. The other party shall then strike a name and so on alternately until one (1) name remains. The remaining name shall be the name of the arbitrator.
- B. The arbitrator thus selected shall be notified in writing by the Association, with a copy to the District, within five (5) days.
- C. The initial meeting before the arbitrator shall take place not more than fifteen (15) calendar days subsequent to the date of notification to the arbitrator unless a later date is found agreeable to the parties or necessary to the convenience of the arbitrator.
- D. Neither party shall be permitted to assert in the arbitration proceedings any claim other than the original grievance (Form A) or evidence which was not submitted to the other party before the completion of Step 4. In the event the matter was the subject of a hearing under Step 4, the arbitrator will be limited to a review of the evidence, exhibits and transcript of that proceeding; otherwise, the matter shall receive a hearing in full by the arbitrator.

#### **Section 6 - Jurisdiction of the Arbitrator**

The arbitrator, who shall function in a judiciary and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted by this Agreement. The arbitrator shall be limited to determining whether or not the District or Association has violated or failed to apply the specific provision or provisions of this Agreement as initially presented in the grievance. The arbitrator shall have no power to destroy, change, add to, or delete from any of the specific terms of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to

arbitration. Any matter coming before the arbitrator which is not within his authority, function and jurisdiction, as herein defined, shall be rejected by him on that basis without any further decision or recommendation. The arbitrator may not award any relief which imposes any obligation upon the District or Association with respect to any period of time either before the effective date of this Agreement or after the expiration date of this Agreement. (2006)

The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties.

### **Section 7 - Costs Associated with Arbitration**

Each party shall bear the expense of preparing and presenting its own case. The cost, if any, of the arbitrator and incidental expenses shall be borne equally by the Association and the District.

### **Section 8 - Supplemental Conditions**

- A. Individuals contributing to the adjustment of a grievance are urged to participate with assurance that no reprisal will follow.
- B. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- C. Excluded from the grievance procedure shall be matters for which law mandates another form of review.
- D. Under Step 4 neither party will be permitted to assert any ground not previously disclosed to the other party.
- E. If the grievance is not presented within twenty (20) days after it should have been known, it shall be too late to be reviewed.
- F. Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

## ARTICLE XI - DURATION

### Section 1 - Effective Dates

This Agreement shall be effective as of September 1, 2023 shall be binding upon the Board, the Association and its members and shall remain in full force and effect through August 31, 2026.

### Section 2 - Reopeners

This Agreement will be reopened on an annual basis upon the request of either party; however such reopeners shall be limited to one (1) economic and one (1) other contract language item by each party.

### Section 3 - Renewal of Agreement

Each party shall submit to the other written notice of those terms which they wish to negotiate prior to May 1 of each year. Negotiations shall commence on those items so identified and shall be conducted in compliance with appropriate statutes. Those items which neither party identifies for negotiations shall be contained in the successor agreement which shall take effect upon ratification by both the Board and Association or upon expiration of the existing Agreement, whichever is later.


### Section 4 - Attestation

The foregoing Collective Bargaining Agreement is attested to by the following:

FOR THE BOARD:


\_\_\_\_\_  
Board Negotiator

\_\_\_\_\_  
Date

 8/22/2023  
Board Chairperson Date





 8/22/2023  
Superintendent Date

FOR THE ASSOCIATION:

 8/21/2023  
Association President Date

 8/21/2023  
Association Negotiator Date

\_\_\_\_\_  
Association President Date

 8/30/23  
 8/30/23  
 8-30-23  
 8-30-23

# APPENDIX A - ANNUAL SALARY PROVISIONS

## LIBERTY SCHOOL DISTRICT 362 2023-2024 Certificated Salary Scale 3.7% increase

Years of Service	***EDUCATION EXPERIENCE***							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45		
0	\$ 47,831	\$ 48,728	\$ 50,631	\$ 52,610	\$ 54,669	\$ 56,807	\$ 59,030	Base
	\$ 797	\$ 812	\$ 844	\$ 877	\$ 911	\$ 947	\$ 984	3 State Days
	\$ 531	\$ 541	\$ 563	\$ 585	\$ 607	\$ 631	\$ 656	2 Teacher Directed
	<b>\$ 49,160</b>	<b>\$ 50,082</b>	<b>\$ 52,037</b>	<b>\$ 54,071</b>	<b>\$ 56,188</b>	<b>\$ 58,385</b>	<b>\$ 60,670</b>	TOTAL
1	\$ 48,395	\$ 50,144	\$ 52,109	\$ 54,144	\$ 56,299	\$ 58,463	\$ 60,746	Base
	\$ 807	\$ 836	\$ 868	\$ 902	\$ 938	\$ 974	\$ 1,012	3 State Days
	\$ 538	\$ 557	\$ 579	\$ 602	\$ 625	\$ 650	\$ 675	2 Teacher Directed
	<b>\$ 49,739</b>	<b>\$ 51,537</b>	<b>\$ 53,556</b>	<b>\$ 55,648</b>	<b>\$ 57,822</b>	<b>\$ 60,087</b>	<b>\$ 62,433</b>	TOTAL
2	\$ 49,665	\$ 51,607	\$ 53,623	\$ 55,719	\$ 57,900	\$ 60,160	\$ 62,514	Base
	\$ 828	\$ 860	\$ 894	\$ 929	\$ 965	\$ 1,003	\$ 1,042	3 State Days
	\$ 552	\$ 573	\$ 596	\$ 619	\$ 643	\$ 668	\$ 695	2 Teacher Directed
	<b>\$ 51,045</b>	<b>\$ 53,041</b>	<b>\$ 55,113</b>	<b>\$ 57,267</b>	<b>\$ 59,508</b>	<b>\$ 61,831</b>	<b>\$ 64,251</b>	TOTAL
3	\$ 51,110	\$ 53,107	\$ 55,185	\$ 57,342	\$ 59,584	\$ 61,914	\$ 64,334	Base
	\$ 852	\$ 885	\$ 920	\$ 956	\$ 993	\$ 1,032	\$ 1,072	3 State Days
	\$ 568	\$ 590	\$ 613	\$ 637	\$ 662	\$ 688	\$ 715	2 Teacher Directed
	<b>\$ 52,530</b>	<b>\$ 54,582</b>	<b>\$ 56,718</b>	<b>\$ 58,935</b>	<b>\$ 61,239</b>	<b>\$ 63,634</b>	<b>\$ 66,121</b>	TOTAL
4	\$ 52,596	\$ 54,655	\$ 56,789	\$ 59,011	\$ 61,319	\$ 63,715	\$ 66,210	Base
	\$ 877	\$ 911	\$ 946	\$ 984	\$ 1,022	\$ 1,062	\$ 1,104	3 State Days
	\$ 584	\$ 607	\$ 631	\$ 656	\$ 681	\$ 708	\$ 736	2 Teacher Directed
	<b>\$ 54,057</b>	<b>\$ 56,173</b>	<b>\$ 58,366</b>	<b>\$ 60,650</b>	<b>\$ 63,022</b>	<b>\$ 65,485</b>	<b>\$ 68,049</b>	TOTAL
5	\$ 54,130	\$ 56,245	\$ 58,444	\$ 60,728	\$ 63,105	\$ 65,572	\$ 68,137	Base
	\$ 902	\$ 937	\$ 974	\$ 1,012	\$ 1,052	\$ 1,093	\$ 1,136	3 State Days
	\$ 1,804	\$ 1,875	\$ 1,948	\$ 2,024	\$ 2,104	\$ 2,186	\$ 2,271	6 Teacher Directed
	<b>\$ 56,837</b>	<b>\$ 59,057</b>	<b>\$ 61,366</b>	<b>\$ 63,764</b>	<b>\$ 66,260</b>	<b>\$ 68,851</b>	<b>\$ 71,544</b>	TOTAL
6	\$ 54,798	\$ 57,881	\$ 60,146	\$ 62,496	\$ 64,939	\$ 67,480	\$ 70,116	Base
	\$ 913	\$ 965	\$ 1,002	\$ 1,042	\$ 1,082	\$ 1,125	\$ 1,169	3 State Days
	\$ 609	\$ 643	\$ 668	\$ 694	\$ 722	\$ 750	\$ 779	2 Teacher Directed
	<b>\$ 56,320</b>	<b>\$ 59,489</b>	<b>\$ 61,817</b>	<b>\$ 64,232</b>	<b>\$ 66,743</b>	<b>\$ 69,354</b>	<b>\$ 72,064</b>	TOTAL
7	\$ 55,705	\$ 59,565	\$ 61,895	\$ 64,315	\$ 66,829	\$ 69,445	\$ 72,160	Base
	\$ 928	\$ 993	\$ 1,032	\$ 1,072	\$ 1,114	\$ 1,157	\$ 1,203	3 State Days
	\$ 619	\$ 662	\$ 688	\$ 715	\$ 743	\$ 772	\$ 802	2 Teacher Directed
	<b>\$ 57,252</b>	<b>\$ 61,220</b>	<b>\$ 63,614</b>	<b>\$ 66,102</b>	<b>\$ 68,685</b>	<b>\$ 71,374</b>	<b>\$ 74,164</b>	TOTAL
8	\$ 57,323	\$ 61,300	\$ 63,696	\$ 66,186	\$ 68,775	\$ 71,466	\$ 74,261	Base
	\$ 955	\$ 1,022	\$ 1,062	\$ 1,103	\$ 1,146	\$ 1,191	\$ 1,238	3 State Days
	\$ 637	\$ 681	\$ 708	\$ 735	\$ 764	\$ 794	\$ 825	2 Teacher Directed
	<b>\$ 58,915</b>	<b>\$ 63,003</b>	<b>\$ 65,465</b>	<b>\$ 68,025</b>	<b>\$ 70,685</b>	<b>\$ 73,451</b>	<b>\$ 76,324</b>	TOTAL
9	\$ 63,086	\$ 65,553	\$ 68,114	\$ 70,777	\$ 73,544	\$ 76,413	Base	
	\$ 1,051	\$ 1,093	\$ 1,135	\$ 1,180	\$ 1,226	\$ 1,274	3 State Days	
	\$ 701	\$ 728	\$ 757	\$ 786	\$ 817	\$ 849	2 Teacher Directed	
	<b>\$ 64,838</b>	<b>\$ 67,374</b>	<b>\$ 70,006</b>	<b>\$ 72,743</b>	<b>\$ 75,587</b>	<b>\$ 78,546</b>	TOTAL	
10	\$ 67,462	\$ 115,097	\$ 72,840	\$ 75,687	\$ 78,646	Base		
	\$ 1,124	\$ 1,918	\$ 1,214	\$ 1,261	\$ 1,311	3 State Days		
	\$ 750	\$ 1,279	\$ 809	\$ 841	\$ 874	2 Teacher Directed		
	<b>\$ 69,336</b>	<b>\$ 118,294</b>	<b>\$ 74,863</b>	<b>\$ 77,789</b>	<b>\$ 80,831</b>	TOTAL		
11	\$ 72,137	\$ 74,960	\$ 77,891	\$ 80,934	Base			
	\$ 1,202	\$ 1,249	\$ 1,298	\$ 1,349	3 State Days			
	\$ 802	\$ 833	\$ 865	\$ 899	2 Teacher Directed			
	<b>\$ 74,141</b>	<b>\$ 77,042</b>	<b>\$ 80,055</b>	<b>\$ 83,182</b>	TOTAL			
12	\$ 74,238	\$ 77,341	\$ 80,156	\$ 83,293	Base			
	\$ 1,237	\$ 1,286	\$ 1,336	\$ 1,388	3 State Days			
	\$ 825	\$ 857	\$ 891	\$ 925	2 Teacher Directed			
	<b>\$ 76,300</b>	<b>\$ 79,284</b>	<b>\$ 82,383</b>	<b>\$ 85,607</b>	TOTAL			
13	\$ 79,387	\$ 82,491	\$ 85,718	Base				
	\$ 1,323	\$ 1,375	\$ 1,429	3 State Days				
	\$ 882	\$ 917	\$ 952	2 Teacher Directed				
	<b>\$ 81,592</b>	<b>\$ 84,782</b>	<b>\$ 88,099</b>	TOTAL				
14	\$ 81,699	\$ 84,892	\$ 88,212	Base				
	\$ 1,362	\$ 1,415	\$ 1,470	3 State Days				
	\$ 908	\$ 943	\$ 980	2 Teacher Directed				
	<b>\$ 83,968</b>	<b>\$ 87,250</b>	<b>\$ 90,662</b>	TOTAL				
15	\$ 84,076	\$ 87,364	\$ 90,777	Base				
	\$ 1,401	\$ 1,456	\$ 1,513	3 State Days				
	\$ 934	\$ 971	\$ 1,009	2 Teacher Directed				
	<b>\$ 86,411</b>	<b>\$ 89,791</b>	<b>\$ 93,299</b>	TOTAL				
16	\$ 88,156	\$ 91,613	\$ 95,190	Base				
	\$ 1,469	\$ 1,527	\$ 1,587	3 State Days				
	\$ 980	\$ 1,018	\$ 1,058	2 Teacher Directed				
	<b>\$ 90,605</b>	<b>\$ 94,158</b>	<b>\$ 97,834</b>	TOTAL				

- 2023-2024 3.7% Salary Scale increase to each cell (IPD), plus 3 state funded days (prior to first day of student instruction) and 2 additional teacher directed enrichment days
- 2024-2025 State IPD percentage rate salary scale increase to each cell, plus 3 state funded days (prior to first day of student instruction) and one additional teacher directed enrichment day for a total of 3 teacher directed days will be applied if student enrollment agreement is met each year.
- 2025-2026 Reopener for Salary



## APPENDIX B - ENRICHMENT SALARY SCHEDULE

2023-2024 (with 3.7% IPD)

<u>Assignment</u>	<u>2023-2024 Amount</u>
HS Music	\$8,836
HS/JH Band Ensemble Director	\$1,767**
Elementary Music	\$1,705
HS Yearbook	\$2,722
JH Yearbook	\$1,257
El./Jr. High Academic Fair	\$ 390
Senior High Knowledge Bowl	\$1,326
National Honor Society (7-12)	\$1,988
Senior Project Coordinator (CCE)	\$2,722
Technology Director	\$18,364
FFA Advisor	\$23,135 (Stipend)
FBLA Advisor	\$13,882 (Stipend)
TBIP	\$2,430
Homeroom Combination (K-6) Teacher	\$259
Drama Club	\$1200

### High School Class Advisors:

*The District shall reimburse employees who volunteer to serve as high school class advisors at the following rate of pay:*

9th grade	\$ 473
10th grade	\$ 696
11th grade	\$ 1,818
12th grade	\$ 2,253

*Math is Cool \$35/hr for any services or competitions outside of the contracted day. These amounts would be for one year's advisorship and would be divided between the total number of advisors, whether one, two, or three, etc.*

**\*\***Shall also receive an additional stipend of \$30 per athletic playoff game after the regular season.

**\*\*\***Increase all stipends using the IPD rate for the 2023-24 school year, 2024-25 school year and will reopen for the 25-26 school year.

APPENDIX C-1 - GRIEVANCE FORM

**NOTICE OF GRIEVANCE**

**FORM A**

Type or print:

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Home address  
of grievant \_\_\_\_\_

Telephone Number \_\_\_\_\_

School \_\_\_\_\_ Immediate supervisor \_\_\_\_\_

**STATEMENT OF GRIEVANCE**

Date of grievance \_\_\_\_\_

Sections of Agreement relied on or claimed to be violated

\_\_\_\_\_  
\_\_\_\_\_

Persons involved \_\_\_\_\_

Nature of grievance and circumstances out of which it arose:

Relief sought:

\_\_\_\_\_  
Signature of Grievant

**DISTRIBUTION OF FORM:**

Association representative  
Association  
Immediate supervisor  
Grievant

Superintendent

**APPENDIX C-2 - DECISION OF SCHOOL PRINCIPAL OR  
IMMEDIATE SUPERVISOR**

**FORM B**

(To be completed by school principal or immediate supervisor  
within five (5) days after meeting.)

Grievant \_\_\_\_\_ Date \_\_\_\_\_ of  
meeting \_\_\_\_\_

School \_\_\_\_\_ School principal/Immediate  
supervisor \_\_\_\_\_

DECISION AND PROPOSED SETTLEMENT OF SCHOOL PRINCIPAL OR  
IMMEDIATE SUPERVISOR AND REASONS THEREFOR:

List \_\_\_\_\_ of  
exhibits: \_\_\_\_\_  
Persons \_\_\_\_\_ present \_\_\_\_\_ at  
meeting: \_\_\_\_\_

Note: attach all exhibits to original.

Date \_\_\_\_\_ of \_\_\_\_\_ decision \_\_\_\_\_

\_\_\_\_\_  
Signature of School Principal or  
Immediate Supervisor

GRIEVANT'S RESPONSE (to be completed by the grievant within three (3) days of  
the decision):

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the superintendent for review.

Date \_\_\_\_\_ of \_\_\_\_\_ response \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

DISTRIBUTION OF FORM:

Association representative

Immediate supervisor

Association

Grievant(2)

Superintendent

**APPENDIX C-3 - DECISION BY SUPERINTENDENT OR  
DESIGNEE**

**FORM**

**C**

**(To be completed by the superintendent within five (5) days of meeting.)**

Grievant \_\_\_\_\_

Date appeal received  
by superintendent \_\_\_\_\_  
superintendent \_\_\_\_\_

Date of meeting held  
by \_\_\_\_\_

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

List \_\_\_\_\_ of  
exhibits: \_\_\_\_\_

Witnesses  
presented: \_\_\_\_\_

Note: attach all exhibits to original.

Date \_\_\_\_\_ of \_\_\_\_\_ decision \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

GRIEVANT'S RESPONSE (to be completed by the grievant within three (3) days of the decision):

\_\_\_\_\_ I accept the above decision by the superintendent.

\_\_\_\_\_ I hereby submit this grievance to Step 3.

Date of response \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

DISTRIBUTION OF FORM:

Association

Grievant (2)

**APPENDIX C-4 - DECISION OF BOARD OF DIRECTORS**

**FORM D**

(To be completed by the Board of Directors within  
ten (10) days after meeting.)

Grievant \_\_\_\_\_

Date appeal  
received by board \_\_\_\_\_  
board \_\_\_\_\_

Date of meeting  
held

by

DECISION OF BOARD AND REASONS THEREFOR:

List \_\_\_\_\_ of  
exhibits: \_\_\_\_\_

Witnesses  
presented: \_\_\_\_\_

Note: attach all exhibits to original.

Date \_\_\_\_\_ of \_\_\_\_\_ decision \_\_\_\_\_  
\_\_\_\_\_

Signature of Board Chairman

GRIEVANT'S RESPONSE (to be completed within five (5) days of the decision):

\_\_\_\_\_ I accept the above decision of the Board

\_\_\_\_\_ I hereby submit this grievance to Step 4.

Date \_\_\_\_\_ of \_\_\_\_\_ response \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

DISTRIBUTION OF FORM:

Association

Grievant (2)

Superintendent

## APPENDIX D - AGREEMENT WITH JOB SHARING PARTICIPANTS

Employment conditions for participants in the Job Sharing Program with the \_\_\_\_\_ School District are as follows:

1. The Job Sharing agreement will be for the contractual year (as notes below). In order to continue in the program, the employee must reapply for the next contractual year.
2. The employee reserves the right to return to full-time service the following year.
3. The District retains the right to establish the daily work schedule.
4. Reimbursement shall consist of the prorated payment of salary, retirement and medical insurance premiums. Full payment for dental insurance shall be made by the District. Proration of salary and benefits shall be at the same fraction as that worked.

\_\_\_\_\_  
School Year

\_\_\_\_\_  
Percentage of Time Worked

\_\_\_\_\_  
Name

\_\_\_\_\_  
Job Sharing Partner

The conditions as outlined above are acceptable.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee



## APPENDIX E - CERTIFICATED EMPLOYEE CONTRACT (NONSUPERVISORY)

**THIS CONTRACT** is made by and between the **Board of Directors of Liberty School District No. 362**, Spokane County, Washington, ("**District**" herein) and \_\_\_\_\_ ("**Employee**" herein).

1. Employee is hereby employed by District to perform assigned services as a \_\_\_\_\_ during the xx - xx school year commencing on \_\_\_\_\_. This service is to include **185** days of service exclusive of holidays, vacations, and any regularly scheduled school days cancelled because of inclement weather or emergency.
2. Employee shall perform such duties as may reasonably be assigned by his/her principal or other supervisor including such duties as may be prescribed by applicable state and federal statutes and regulations and District policies, procedures and regulations. Employee shall be subject to assignment, reassignment and transfer by the District Superintendent or other designated administrative authority.
3. This contract is subject to the terms of any collective bargaining or other agreement between District and Liberty Education Association which is applicable to the school year during which services are to be rendered hereunder.
4. Employee shall receive an annual salary of \$ \_\_\_\_\_, payable in **12** monthly installments commencing on \_\_\_\_\_ (**Date**), with successive installments being payable on the last weekday of each succeeding calendar month during the term of this contract. (If this contract is for less than full-time employment, the annual salary set forth above is prorated.)

### SALARY PLACEMENT DETAIL

BA+ ____ - ____ yrs	<u>1.000</u> FTE	Factor <u>1.xxxx</u>	SALARY	\$ _____
---------------------	------------------	----------------------	--------	----------

5. This contract is subject to any riders attached hereto and identified as follows: \_\_\_\_\_ N/A

6. This contract does not become effective until (a) Employee registers with the District Superintendent's office a valid teaching certificate, official transcripts, verification of prior employment; and (b) Employee signs and returns this contract to the District Office on or before (**Date**). In the event that Employee fails to sign and return this contract on the terms stated within the time specified, District will consider Employee to have waived any right to employment with District.

#### BY ORDER OF THE BOARD OF DIRECTORS

By \_\_\_\_\_

Secretary to the Board  
Approved and Registered:

Employee's Signature

Street Address

Zip

City

State

**Date Signe**

## **APPENDIX F - CONTRACT RIDER**

As of the date hereof, the District and the Association are engaged in negotiations for the 20\_\_ through 20\_\_ school year, and the Board of Directors has not ratified final employee salary schedules and other applicable employment terms for the 20\_\_ through 20\_\_ school year.

It is understood and agreed that, with respect to employees, the specific terms and provisions of this individual contract, including salary, are subject to amendment and adjustment to conform to the applicable terms and conditions of the Collective Bargaining Agreement hereafter entered into by the District and the Association pursuant to RCW 41.59, including any agreement as to the effective dates of specific terms of the Collective Bargaining Agreement, and to conform to any applicable policies hereafter lawfully adopted by the District.

# APPENDIX G-1 – COMPREHENSIVE EMPLOYEE EVALUATION REPORT LIBERTY SCHOOL DISTRICT

## Summative Evaluation Tool- Certificated Teacher

Employee: \_\_\_\_\_ Assignment: \_\_\_\_\_

Bldg \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Year \_\_\_\_\_

Type of Evaluation: Summative Evaluation

Observation

Date(s) \_\_\_\_\_

*The evaluation summary is the uniform document for reporting demonstrated levels of performance. Please see Evidence Gathering document for further information. Anecdotal records and comments used in preparation of this evaluation will be attached or available electronically.*

Criterion	1 Unsatisfactor y	2 Basic	3 Proficien t	4 Distinguishe d
1. Centering instruction on high expectations for student achievement				
2. Demonstrating effective teaching practices				
3. Recognizing individual student learning needs and developing strategies to address those needs.				
4. Providing clear and intentional focus on subject matter content and curriculum				
5. Fostering and managing a safe, positive learning environment				
6. Using multiple student data elements to modify instruction and improve student data				
7. Communicating and collaborating with parents and the school community				
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning				
Overall Level of Performance	8-14	15-21	22-28	29-32
SG 3.1- Establish SGG (Small Group)				
SG 3.2- Achievement of SGG				
SG 6.1- Establish SGG (Whole Group)				
SG 6.2- Achievement of SGG				
SG 8.1- School Improvement Goal				
Overall Student Growth- Low/ Average/High				

**Overall Rating-** Unsatisfactory (8-14) Basic (15-21) Proficient (22-28)  
Distinguished (29-32)

I have read the above evaluation summary. I acknowledge this evaluation has been discussed with me and I am aware of its contents. My signature does not necessarily indicate agreement.

---

Signature of Evaluator/Date

Signature of Employee/Date

**Please forward this to the Human Resources Department**



## APPENDIX G-3 - LIBERTY Counselor/ School Psychologist/ Nurse/ Technology PUBLIC SCHOOLS SUPPORT PERSON EVALUATION

The following five criteria are to be used with the appropriate indicators. The evaluator will write a comment for each of the five criteria at least once annually. Any criterion checked "unsatisfactory" will be accompanied by a written comment. Signatures acknowledge discussion of the evaluation. Nurse may attach statement if he/she desires.

Name \_\_\_\_\_ School Year \_\_\_\_\_

Assignment \_\_\_\_\_

Observation Date \_\_\_\_\_ Length \_\_\_\_\_ of  
Observation \_\_\_\_\_

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.

Date \_\_\_\_\_ Support Person  
\_\_\_\_\_

OVERALL EVALUATION: Satisfactory\_\_\_\_ Unsatisfactory\_\_\_\_ S = Satisfactory U =  
Unsatisfactory

- |  | S     | U     |
|--|-------|-------|
| 1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD is the depth and breadth of knowledge of theory and content in the special field as well as an understanding of and knowledge about common school education. | _____ | _____ |
| <u>COMMENTS:</u>   |       |       |
| 2. SPECIALIZED SKILLS are competencies in designing and conducting specialized programs of prevention, remediation and evaluation.   | _____ | _____ |
| <u>COMMENTS:</u>   |       |       |
| 3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT is the managing and organizing of special materials, equipment and environment essential to the specialized program.                                    | _____ | _____ |
| <u>COMMENTS:</u>   |       |       |
| 1. THE SUPPORT PERSON AS A PROFESSIONAL demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence.  | _____ | _____ |
| <u>COMMENTS:</u>   |       |       |

2. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL is demonstrating competency in offering specialized assistance and initiative in identifying those needing specialized programs.

COMMENTS:



## APPENDIX H - VEBA III AGREEMENT

Liberty School District ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the Liberty Education Association ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form or enroll online to become an eligible participant and become eligible for benefits under the Plans.

**Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:**

[ X ] **Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible<sup>(1)</sup>) of unused sick leave. To be eligible during the term of this agreement

nt, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

[ X ] **Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this Agreement.

**NOTE:** All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this Agreement, and any and all excess sick leave which, in the absence of this Agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

The term of this agreement shall be from <Date> to <Date><sup>(2)</sup>.

<hr/>		<hr/>	
Signed for Liberty Education Association	Date	Signed	for Liberty
School District #362	Date		

(1) Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan. <sup>(2)</sup>The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).

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