

**COLLECTIVE BARGAINING  
AGREEMENT BETWEEN**

**COLUMBIA SCHOOL DISTRICT #400**

*and the*

**COLUMBIA EDUCATION ASSOCIATION**

Board Approved: September 27, 2010

*This agreement may contain Memos of Understanding.  
Memos of Understanding will be located at the end of this document.*

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**Collective Bargaining Agreement between the Columbia Education Association and the  
Columbia School District**

Preamble

This collective bargaining agreement is made and entered into by and between the Board of Directors of the Columbia School District #400 and the Columbia Education Association.

Whereas the Board and the Association have a statutory obligation, pursuant to RCW 41.59 to bargain with respect to wages, hours, terms and conditions of employment, and

Whereas the parties acknowledge the importance of effective employee-employer relations, and

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement:

Now therefore, it is agreed as follows:

# ARTICLE 1: ADMINISTRATION

## SECTION 1: DEFINITION OF TERMS

1. The term "District" shall mean Columbia School District #400, Burbank, Walla Walla County, Washington.
2. The term "Board" shall mean the Board of Directors of the District.
3. The term "Association" shall mean the Columbia Education Association.
4. The term "parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining agreement.
6. The term "employees" shall mean those educational employees for whom the Association is the recognized bargaining agent.
7. The term "WAC" shall mean the Washington Administrative Code.
8. The term "RCW" shall mean the Revised Code of Washington.
9. The term "superintendent" shall mean the chief administrative officer of the District or his/her designee.
10. The term "President" shall mean the president of the Association or his/her designee.
11. The term contract shall mean the individual contract issued to each employee pursuant to RCW 28A.405.210 for continuing employees and RCW 28A.405.220 for provisional employees.
12. The term "supplemental contract" shall mean that contract issued and signed in accordance with RCW 28A.405.240.
13. The term "SPI" shall mean the Superintendent of Public Instruction.
14. The term "BEA" shall mean the Basic Education Act.
15. The term "LID" shall mean Learning Improvement Day.
16. The term "day" shall mean a contract day.
17. The term "PERC" shall mean the Public Employees Relations Commission.

## SECTION 2: RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated, non-administrative employees who are under contract for services with the District or on approved leave and substitute employees who are hired for twenty (20) or more consecutive days or who have been hired for thirty (30) or more non-consecutive days during the previous twelve (12) months.

Employees in newly created positions which are clearly questionable whether the position is non-administrative shall be represented by the Association until a determination is made by PERC.

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

## SECTION 3: CONFORMITY TO LAW

This Agreement will be governed and construed according to the constitution and laws of the State of Washington. If any provision of this agreement, or any application of this Agreement to any employee or group of employees covered hereby will be found contrary to law by a court of

law having competent jurisdiction, the provision or application will 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 4: STATUS OF AGREEMENT**

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District contrary to or inconsistent with its terms.

Existing rules, regulations, policies, resolutions or practices of the District not in conflict with this Agreement remain in full force.

Nothing contained herein shall be interpreted and/or applied to reduce individual salaries, employee benefits and practices accrued prior to the effective date of this Agreement except those that are modified by this Agreement.

#### **SECTION 5: CONTRACT COMPLIANCE**

All individual employee contracts shall be subject to and consistent with Washington State Laws, Washington State Board of Education regulations, and the terms and conditions of this Agreement. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

#### **SECTION 6: MAINTENANCE OF BENEFITS**

Unless otherwise provided in this Agreement, no provision in this Agreement will be interpreted and/or applied to eliminate, reduce, or otherwise detract from current individual salaries and benefits, or prevailing practices relating to wages, hours, terms and conditions in effect prior to the effective date of this Agreement.

#### **SECTION 7: CONTRACT ADMINISTRATION**

The parties agree to meet on at least a monthly basis to review and discuss the administration of this Agreement, to work on improvements/changes to instruction and any other mutually determined topics.

#### **SECTION 8: MANAGEMENT RIGHTS**

The parties agree that with the exception of the specific provisions of this Agreement, the District retains all the rights, powers, functions and authority vested in management by laws and the constitution of the State of Washington.

#### **SECTION 9: DISTRIBUTION OF AGREEMENT**

Following ratification and signing of this Agreement, the District shall post the Agreement on its web page and print forty (40) copies. The Association shall receive ten (10) of the printed copies to disperse to Association officers, building representatives and all new employees.

## **SECTION 10: SUBCONTRACTING**

The Board will not subcontract work performed by members of the bargaining unit, as covered under the terms and conditions of this Agreement, without bargaining with the Association on the matter.

## **SECTION 11: HIRING PRACTICES**

The Board shall in all instances hire certificated employees who are properly credentialed in accordance with applicable state and federal laws, WAC and such other requirements as specified by SPI. Non-members of the bargaining unit shall not be hired or assigned to perform work in the instructional setting which will, except for substitutes, permanently or temporarily, replace an employee in his/her assignment or employment. All employees shall be placed on the annual salary schedule in accordance with Washington State criteria.

The District shall ask a certificated teacher to be involved in the interviewing of perspective teachers, Para-professionals, and administrators.

# **ARTICLE 2: BUSINESS**

## **SECTION 1: PAYROLL DEDUCTIONS**

Any member of the Association may sign and deliver to the District office an assignment authorizing deductions of membership dues in the Association. Deductions for employees after the commencement of the school year shall be appropriately prorated to complete payments by the following June 1. The District may upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for medical plans, WEA/PAC, tax sheltered annuities, Internal Revenue Code Section 125 Plan and charitable donations as approved by the Board.

## **SECTION 2: FAIR SHARE REPRESENTATION FEE**

No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit will be required to pay a fair share representation fee to the Association. The amount of the representation fee will be determined by the Association and transmitted to the business office in writing by September 15. The fair share representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit according to RCW 41.59.090.

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the fair share representation deduction.

In the event the fair share representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100.

## **SECTION 3: ASSOCIATION RIGHTS**

The Association and its representatives will have the right to reasonable use of school buildings. Scheduling and arrangements will follow normal administrative procedures. The Association will have access to all bargaining unit members, provided this does not interfere with the instructional program.

The Association will have the right to post notices related to Association activities on bulletin boards in staff rooms.

The Association shall have the right to use school equipment at reasonable times when such equipment is available.

Upon request, the District will furnish to the Association any available information permitted under statute that will assist the Association in carrying out its responsibilities as the bargaining representative.

The Superintendent shall place on the agenda of any regular board meeting any matters brought to its consideration by the Association provided those matters have been presented to the

Superintendent's office twenty-four (24) hours prior to developing the agenda or four (4) days prior to the meeting, whichever is greater.

# **ARTICLE 3: PERSONNEL**

## **SECTION 1: EMPLOYEE INDIVIDUAL RIGHTS**

Employees shall be entitled to the full rights of citizenship. There shall be no discrimination due to race, creed, color, marital status, sex, age, national origin, political affiliation, or the presence of any sensory, mental or physical handicap unless based upon bona fide occupational qualification in which the disability prevents proper performance. The provisions of this Agreement shall be applied in accordance with this paragraph and in a reasonable, fair and consistent manner.

## **SECTION 2: RIGHT TO JOIN AND SUPPORT ASSOCIATION**

Employees shall have the right to self-organization, to form, join, or assist the Association to bargain collectively. The Board shall not discriminate against any employee by reason of membership in the Association, participation in any grievance, complaint or proceeding under this Agreement.

## **SECTION 3: RIGHT TO DUE PROCESS**

Employees shall not be disciplined without just cause. Employees shall be advised in advance of the right to have an association representative of his/her choice present during all investigatory and disciplinary meetings and shall be provided with a reasonable amount of time to secure representative of choice. No hearing will be delayed more than ten (10) days due to the unavailability of the representative without mutual consent of the parties.

Employees shall have the right to know and face their accusers.

All information forming the basis of any charge shall be made available to the employee in writing in advance of the investigative meeting. All such meetings shall be conducted in private and scheduled so as to provide the employee confidentiality.

## **SECTION 4: PERSONNEL FILE**

There will be only one personnel file, which will be kept in the district office. There will be no secret or alternative files kept by the district. However, this will not preclude building administrators from keeping working files for their own use. All working files will be subject to the employee's inspection, with the exclusive right of response by the employee. Such working files must be purged no later than one week after the end of school.

An employee or his/her designee, will, upon request, have the right to inspect all contents of his/her personnel file and/or records kept within the District. The employee shall have the right to answer or refute in writing any materials that may be judged by him/her to be derogatory to his/her personality, conduct, service or character. The written response shall be made a part of the personnel file

The parties agree that confidentiality in observation and evaluation promotes full and fair compliance with the Basic Education Act. The parties further agree that in order to protect the privacy rights of individual employees, confidentiality is necessary. Therefore, in compliance with RCW 42.17.310(b), RCW 42.17.330, and RCW 28A.150.230(2)(a), the District agrees to

exercise best efforts to avoid public disclosure of the contents of employee personnel files. When requests for information from an employee's personnel file are made, the District will notify the employee. No information will be released if the employee assesses that his/her right of privacy would be violated unless required by law.

Any derogatory material not shown to an employee within ten (10) days after receipt or composition (except in criminal investigations) will not be allowed as evidence in any grievance or disciplinary action against an employee. Derogatory materials, except for final evaluations, will be removed from the employee's file at his/her request two (2) years from the date of the circumstance or event that precipitated the placement of the material, if no further related incidents occur.

Procedures affecting certificated employee personnel files shall conform to existing state law. Certificated teachers or former certificated teachers shall have the right to inspect all contents of their personnel file. The certificated teacher may have present any one other person at this review and any person designated by the Superintendent may be present during the review.

An employee shall have the right to submit a written statement relating to material in the file for Placement in said file.

## **SECTION 5: STAFF PROTECTION**

### **Safety and Protection of Staff**

The Board agrees to save employees harmless and defend from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, criminal prosecution or judgment by reason or any act by such employee within or without the school building, provided such employee, at the time of the act complained of, was acting within the scope of his/her employment or at the direction of the Board.

Whenever an employee is unable to perform his/her duties as a result of his/her employment due to an assault on that employee, the District will grant the injured employee leave of absence with pay (i.e. salary and benefits) for a period not to exceed one year. The employee will have utilized available State Industrial Insurance, Teacher Retirement Disability, accrued sick leave and all other insurance resources prior to the District subsidizing the salary and benefits for the one year disability period.

An employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the superintendent and, if necessary, the police. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety.

The District shall support any employee seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse the employee while he/she is performing duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the county prosecutor for purposes of processing the case.

The District expects employees using the services of private lawyers to cover their own obligations for such fees or costs incurred.

The District shall reimburse employees for repair or replacement of any personal property damaged, destroyed or stolen during the course of employment. The loss must be sustained during that time when an employee is performing duties for the district and the employee must have exercised reasonable safeguards in maintaining security of his/her personal belongings. Items less than fifty dollars (\$50) will not be subject to claim pursuant to this section and all personal property must have been registered and cleared with the building principal upon entry. Notification shall be given to the main office when the personal property is removed from the employee's work station. When an employee is performing duties for the District and vandalism occurs, damage to personal vehicles will be covered by the District up to \$1000 or the cost of the employee's deductible, whichever is less. It is the responsibility of the employee to immediately notify an administrator of such damage.

### **Sexual Harassment, Intimidation, or Defamation of Staff**

In addition to harassment, intimidation and other defamation issues, the District and the Association agree that cyber bullying, sexual harassment via email, phony MySpace websites, false electronic text messaging, or other technology misconduct may threaten a certificated employee's safety and/or professional reputation regardless of where the transmission takes place. Furthermore, RCW 9.61.260 states, "A person is guilty of cyber stalking if he or she, with intent to harass, intimidate, torment, or embarrass any other person, and under circumstances not constituting telephone harassment, makes an electronic communication to such other person or a third party." The District and the Association also agree that many laws regulating technology abuse are being clarified. To stay as current as reasonable, the District agrees to maintain updated model harassment policies of various forms, including Policy 2022 that references current and evolving laws related to technology abuse.

Any incident involving alleged sexual harassment or communication containing sexual harassment must be reported in writing to District Administration.

The district will take all reasonable steps to protect employees from cyber bullying, derogatory web postings and video, harassment via e-mail, fraudulent personal websites or postings, false electronic text messaging, or other technology misconduct that threatens a certificated employee's safety and/or professional reputation. This will include, but is not limited to implementation of board policy and inclusion of such policy in all student and employee handbooks. The district will reasonably follow the adopted board policies, including technology policies, regarding sexual harassment, intimidation, or defamation of staff. Furthermore the District will reasonably investigate evidence of such activity and take action as deemed necessary and in line with its policies and law.

The district shall at the employee's written request grant one day to seek legal and/or union representation regarding alleged harassment or technology abuse addressed toward them.

## **Air Quality/Safety**

Regarding safety issues, CEA members are to complete a safety referral form and give it to the lead custodian/designee. If the custodian can meet the request, the custodian shall note this on the form, list the approximate date in which the request may be fulfilled, and return it to the referring employee.

If the custodian cannot complete the request, this shall be noted on the form and it shall be returned to the employee. The employee may choose to forward the referral to the building principal.

If the building principal can meet the request, it shall be noted on the form and returned to the employee with the approximate date in which the request shall be fulfilled and return it to the referring employee.

If the principal cannot resolve the issue, he/she shall notify the employee and forward the form to the district safety committee. The safety Committee shall be comprised of at least three (3) District representatives and three (3) Association representatives. The decision of the safety committee shall be transmitted to the employee.

## **Safety**

The District shall provide emergency procedures which shall include, but not be limited to, handling situations of potential harm to students and staff, de-escalation techniques, proper restraint procedures.

The District will ensure that all safety procedures are followed according to policies provided by state laws and regulations.

Each school building shall have in place a safety committee. The safety plan will be reviewed each September with staff and students. Each month the District will provide monthly safety committee reports as well as minutes from each safety meeting.

Staff will be notified of any student either currently enrolled or transferring into the district that may cause a safety or health risk. Previous records from the student's school must be shared with staff to ensure that the potential for any risk is minimized. Compliance with this provision shall be within the requirements of FERPA.

## **Maintenance**

The district shall maintain a clean and healthy environment that is conducive to learning and safe for all students and staff.

## **Flu Shots**

The District shall provide Flu Shots annually for each employee who voluntarily chooses to receive one.

## **SECTION 6: ASSIGNMENT AND TRANSFER**

### **Definitions**

The term assignment is defined as the grade and/or subject area in which an employee teaches or performs.

The term “vacancy” shall mean a position that is permanently vacated, or one that has been newly created.

The term “employee transfer” shall mean one initiated by the employee for a change of assignment in the same building or in a different building.

The term “administrative transfer” shall mean an administratively initiated change in department, grade level, subject matter or building.

The term “seniority” shall mean the total number of years of certificated public school employment in Washington State. Any ties shall be determined by seniority in the Columbia School District. In instances where an employee has interrupted service, the most recent date of hire will be the determining factor. Should there continue to be a tie, seniority shall be determined lot in the presence of both administrative and Association representatives. Employees begin earning seniority upon Board approval of hire. Summer school and other supplemental contracts within this Collective Bargaining Agreement do not count toward seniority.

The term “retired/rehired” shall mean any employee who is retired from a certificated position in the District or any Washington State district who is offered a one year or less non-continuing position.

In order to insure that students are taught by employees working in their areas of competence, employees shall not be assigned, except in accordance with the regulations of the State Board of Education to subjects and/or grades or other classes outside their certificate, major or minor fields of student and/or endorsements.

Notification of school assignment, grade level, and/or subjects(s) shall be submitted to employees by May 30<sup>th</sup> of the current school year. In the event it becomes necessary to reassign employees following said notification, the immediate supervisor shall consult with the affected employee. In the event an employee is unavailable for consultation, said employee shall be consulted as possible upon his/her return.

### **Vacancies for the Subsequent School Year**

Vacancies to be filled for the following school year shall be posted in each school building and a copy sent to the Association. Vacancies shall be posted for at least five (5) days. Vacancies shall also be sent via e-mail to all employees during the school year. The District may recommend current employees to apply for such vacancies.

Employees who wish to apply for a transfer to a posted vacancy shall make a written request to the personnel office no later than the fifth (5) working days following the posting of such vacancy. The request shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

The District shall open positions during the school year to in-district employees before opening positions to applicants outside the district.

During the summer months, the District may open positions to both in-district and out-of-district applicants. The District shall consider in-district candidates for open positions prior to considering outside applicants.

No later than five (5) days after filling a position, the District shall notify in writing or by personal conference, each employee whose request for transfer was denied, stating specific reason(s) for non-selection.

Current employees who desire a transfer to a vacant position shall be selected on the basis of the qualifications listed on the job posting. When more than one applicant desires the position, the most senior employee shall be selected when qualifications are substantially the same.

Placement of employees displaced due to enrollment decline, programmatic shifts, or as a residual effect of a layoff, is subject to the voluntary transfer clause and shall be subject to the Administrative Transfer clause should no position be available for which they are qualified.

Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed.

Employees with specific interest in possible vacancies will notify the superintendent/designee of their interest, in writing, and shall include a summer address.

Should a vacancy occur, the employees who have expressed in writing an interest in said position shall be sent a letter by the Superintendent/designee and notified of the vacancy.

The employees so notified shall have the responsibility of contacting the Superintendent/designee indicating their written interest in said position within five (5) days following postmark.

### **Vacancies During the School Year**

When a vacancy occurs during the school year, it shall be posted for at least five (5) days prior to filling the position. A copy shall be sent to the Association and to each employee via email.

Employees who wish to apply for a transfer to a posted vacancy shall make the request to the personnel office no later than the fifth (5) working day following the posting of the vacancy.

No later than five (5) working days after filling a position, the District shall notify in writing or by personal conference, each employee whose request for transfer was denied.

Employees applying for transfer to a vacancy shall be considered on the basis of seniority and the qualifications listed on the job posting, provided that a replacement can be found for the employee vacating a position.

### **Administrative Transfers**

To assure compliance with state requirements and to assure the best quality educational program in the district, it becomes necessary on occasion to make some transfers or reassignments on an involuntary basis.

The District will identify the buildings/programs and number of staff needing to be transferred or reassigned.

During the school year, as it is determined that an administrative transfer(s) is necessary under the terms of this Article, the Superintendent will meet with the affected building staff to allow for voluntary transfer(s) prior to making any administrative transfer(s).

The least senior employee, determined by service in the Columbia School District, shall be selected for transfer.

Areas of certification may be considered when the District determines who will be administratively transferred.

An Administrative transfer shall be made after the employee has been personally contacted by the building principal or the Superintendent or his/her designee, stating the specific reason(s) for being selected for such a transfer. The transferred employee is entitled to discuss his/her personal desires regarding the transfer and new assignment at that time. The employee can, at his/her option, have an Association representative present at such meeting.

All known open assignments will be listed by level (elementary school, middle school, high school and/or by program).

Beginning with the most senior employee being involuntary transferred/ reassigned, she/he will be allowed to choose an assignment for which she/he is certified and qualified from the available openings.

Employees who have been involuntarily transferred or reassigned to a grade level or subject area which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years, will not be non-renewed for performance deficiencies primarily related to subject matter, professional preparation, and scholarship during the first year of their involuntary transfer/reassignment. Upon request, involuntarily transferred/ reassigned employees will be provided with the necessary mentoring.

Employees selected for administrative transfer/reassignment shall be notified no later than May 30 unless circumstances prevent it.

When requested, an employee chosen to be transferred during the school year shall be released from duties for up to two (2) days at the employee's option, to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date.

The affected employee who is required to transfer during the school year may request the assistance of maintenance and operations and the transportation department to help move the transferee's instructional materials.

When an involuntary transfer occurs, the affected employee shall be granted a request, up to five hundred dollars (\$500), in special funds to purchase necessary resource materials. Along with this, additional training and support will be offered to facilitate employee success in the reassignment.

## **SECTION 7: LAYOFF AND RECALL**

### **Preamble**

In implementing this Article, the parties will seek and practice such principle and values as free and open communication, recognition of the interests of each party, treating people with respect, and participatory objective decision making.

### **Definition**

The term "layoff" shall mean an action by the Board reducing the number of employees in the bargaining unit.

The term "seniority" shall mean total number of years of certificated service in Washington State. Summer school and supplemental contracts within this Collective Bargaining Agreement do not count towards seniority. In the case of a tie, employees with greater seniority in the Columbia School District shall be determined most senior. Should a tie continue to exist, seniority shall be determined by lot.

This article applies to employees on leave.

### **Board Determination**

Final bona fide determination by the Board that a reduction in force is required will be based on the following criteria: A layoff is necessary when the number of employees with continuing contracts returning for the following year (after considering attrition due to retirement, resignations, and leaves) exceeds the number of positions needed based on factors, including: a) projected student enrollment for the following year, b) a significant reduction in total resources (after accounting for savings due to attrition) compared to the current fiscal year, c) elimination of a particular program, or d) the fund balance falls below five percent (5%).

Layoffs shall only take place after the following occurs:

1. All retire, rehire employees are non-renewed.
2. All leave replacement employees are non-renewed.
3. The District grants all leave requests unless the position cannot be filled by employees on the list of potential layoffs.
4. Annually the District will review budget cost centers.
5. Provisional employees are non-renewed.

As early as possible, but no later than May 1 of a year in which a layoff is anticipated, the District shall provide to the Association the rationale and data for its conclusion that a layoff may be necessary. If the Association has a need to see any additional data regarding this conclusion, the District shall respond to its requests on a timely basis. During this time, the parties agree to meet and consider alternatives to eliminate or minimize the number of employees who will be laid off, including but not limited to, negotiations for amendments to the Collective Bargaining Agreement for the development of mutually-agreed attrition incentives.

### **Instructional Program Determination**

The Board shall determine each program to be retained for the ensuing school year. Employees will be considered for retention by seniority in their current assignment and then according to their other areas of certification. Prior to a reduction in force, employees may request a review of their certification records.

### **Determination of Vacant Positions**

As of April 1, the District shall determine as accurately as possible, the total number of employees leaving the District for reasons such as retirement, family transfer, normal resignation, leaves, discharge or non-renewal, etc... and these vacancies shall be taken into consideration in determining the number of available positions for the following year.

### **Seniority List**

The District shall provide a seniority list by December 1 and distribute said list to individual employees and the Association. Employees shall have until January 31 to contest placement on the seniority list. Employees wishing to contest placement shall submit in writing to the District and Association and gather documentation to support the contested placement. No later than February 15, the parties shall meet to resolve any disputes over seniority ranking. Any changes in the seniority list resulting from resolving disputes shall be distributed to employees and the Association by February 28.

### **Layoff Procedure**

Reduction in force shall be accomplished by notifying the least senior employees no later than May 15 of written notice of layoff. In the event two or more employees have the same seniority, seniority shall be determined by experience in the Columbia School District. Should a tie still exist, all affected employees shall participate in a drawing, by lots, to determine layoff. The

Association and all affected employees shall participate in a drawing, by lots, to determine layoff. The Association and all affected employees shall be notified in writing of the date, place and time of said drawing. The drawing shall be openly conducted at a time and place which will allow affected employees and the Association to attend.

Positions vacated by laid off employees will be posted in house and filled by current employees. Remaining displaced employees will be involuntarily transferred.

### **Recall**

If a position becomes available that the district intends to fill through hiring, the District shall recall employees in reverse order of layoff from the recall pool with the certification required for the position.

If no person in the pool has the necessary certification, the District shall then open the position to in-district transfers. If a current employee wishes to fill the open position, the position will be granted to the most senior employee, subject to suitable replacement. After which the most senior employee from the recall pool with the necessary qualifications shall be considered first to fill the newly open position.

Positions will only open to outside candidates when there are no employees with necessary certification in the recall pool and when there are no voluntary transfers.

The District shall give written notice of recall by sending a registered letter to the employee at his/her last known address. It will be the responsibility of the employee to notify the District of any changes of address. An employee notified will respond whether he/she accepts or rejects the position within ten (10) working days from receipt of the notice. If an individual fails to accept a position offered such individual will be dropped from the recall pool.

In the case that an employee who had previously earned a continuing status with the district is being recalled into what would otherwise be a leave replacement contract, the continuing status of that employee shall be maintained, and a continuing contract shall be offered.

Employees whose contracts are not renewed due to layoff will be placed in a rehire pool for two (2) years from the August 31 effective date of layoff.

### **Insurance Continuance**

Upon the request of the employee and approval of the insurance carrier, the District shall make provision for the continuance of the employee's participation in any District group insurance plan. The entire premium shall be paid by the employee to the District payroll office on a monthly basis.

### **Right to Substitute**

Substitutes shall be selected from those employees on layoff status who are available and qualified for the position.

## **Dispute Resolution**

Any claim, dispute, or disagreement involving interpretation, obligations, rights, or applications of the terms of this Article, by an individual or the Association, shall be in accordance with Article 3.J.4. The grievance shall be filed within the same time limitations of Section 3.j.4 Step 2 and shall be initiated at Step 2. Matters regarding the non-renewal or adverse effect of an employee's contract shall be in accordance with Washington State statutes.

## **SECTION 8: GRIEVANCE PROCEDURE**

### **Purpose**

The purpose of this grievance procedure is to provide a means for the orderly and the expeditious adjustment of a grievance by a certificated employee or group of certificated employees of the District. In the grievance resolution process, the Association may assist any certificated employee covered by this Agreement. In matters where law provides another course of review, the Association shall have the choice of taking the matter to arbitration under the grievance procedure, or statutory law, but not both.

### **Definitions**

"Grievant" shall mean a certificated employee or group of certificated employees filing a grievance. "Grievance" shall mean a claim by a certificated employee, or group of certificated employees that the agreement between the District and the Association has been violated or inequitably applied to the grievant. "Days" shall mean working days.

### **Informal Communication**

It is recognized that in the daily operation of the District, matters of concern and difference of opinion may result between a certificated employee(s) and the immediate supervisor. It is further recognized that the resolution of these concerns and differences are dependent upon meaningful two-way communications between the parties involved. Therefore, it is the responsibility of the certificated employee(s) and the immediate supervisor to be committed at all times to open, honest, two-way informal communications in an effort to solve all concerns and differences.

It is understood that in the event such informal two-way communications fail to resolve the concerns and differences, the certificated employee(s) may proceed to Step One of the Grievance Procedure. It is noted that the certificated employee(s) may not proceed until informal two-way communications have taken place. It is further understood that at any time during the steps provided for in this Grievance Procedure if the grievant(s) and the immediate supervisor mutually agree, the grievance may be suspended and informal two-way communications resume in an effort to resolve the matters of concern and differences of opinion. In the event such two-way communications between the certificated employee(s) and the immediate supervisor fail to resolve the matters of concern and differences of opinion, the certificated employee(s) may proceed to the next step of the Grievance Procedure.

### **Procedures and Steps**

The grievance must be filed within twenty (20) days of the occurrence or grievant's knowledge of the event on which the claim of grievance is based. The number of working days within each

step shall be considered maximum and every effort shall be made to expedite the process. By mutual consent of both parties involved at a given step, timelines may be altered to meet unusual circumstances. Timelines may be waived by mutual agreement of the parties.

### **Step One:**

The grievant(s) submits a grievance review request (Form A) to the immediate supervisor. The supervisor shall schedule a formal meeting within five (5) school days after the receipt of the request and the decision shall be sent within five (5) days to the grievant, Superintendent and the Association President.

### **Step Two:**

If the grievant(s) is not satisfied with the decision of the immediate supervisor at Step One, the grievant may refer the grievance to the Superintendent within four (4) school days after the receipt of the decision (Form B) prescribed in Step One, with a copy to the grievant's immediate supervisor. The Superintendent shall meet with the grievant(s) within five (5) school days after the grievance has been referred to him. The grievant may have other Association representatives present at the meeting who might contribute to an acceptable adjustment of the grievance.

The Superintendent shall render a written decision concerning the grievance and any adjustment with five (5) school days after the meeting with the grievant(s). Copies of the decision by the Superintendent (Form C) shall be sent to the Association President. The Superintendent's Office shall retain a copy.

### **Step Three:**

If the grievant(s) is not satisfied with the decision of the Superintendent at Step Two, the grievant may refer the grievance to the Board of Directors within six (6) school days after the receipt of the Superintendent's decision with a copy to the Superintendent. The Board of Directors shall meet with the grievant(s) within fifteen (15) school days after the grievance has been referred to the Board. The grievant(s) may have other Association members present at the meeting who might contribute to an acceptable adjustment of the grievance.

The Board shall render a written decision concerning the grievance and any adjustment using Form 4D within ten (10) school days after meeting with the grievant(s). Copies of the decision by the Board of Directors shall be sent to the grievant, the Superintendent, and the Association President.

### **Step Four:**

If the grievance has not been adjusted to the satisfaction of the grievant at Step Three and if the grievance involves an alleged misinterpretation or misapplication of this Agreement, the

grievant(s) may within five (5) days request in writing to the Association that the grievance be submitted to arbitration.

The Association shall within five (5) days, make judgment on the merits of the alleged grievance. If the Association decides that the alleged grievance has merit and the decision at Step Three is not acceptable, it shall within five (5) days after receipt of the request, submit the grievance to arbitration by so notifying the Board in writing (Form 5E).

Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment with the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party.

During the arbitration under this step, neither the District nor the Association will be permitted to assert any grounds not previously disclosed to the other party. The arbitrator selected will confer with the representative of the Superintendent and the Association and hold a hearing promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proof are submitted by him. The decision (Form 6F) of the arbitrator shall be final and binding upon the employer, the Association and the grievant(s).

The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

The arbitrator shall have no power or authority to rule on any of the following:

- A. The termination of services or failure to re-employ any provisional employee.
- B. The termination of services or failure to re-employ any employee to a position on the supplementary salary schedule.
- C. Any matter involving employee evaluation, provided that evaluation procedure shall be subject to the arbitrator's reviews.
- D. The above, not being under the jurisdiction of an arbitrator, may be litigated in court.

### **Costs**

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

Only the Association can take a grievance to arbitration. No individual has that right.

## **Forms**

Forms for implementing this procedure shall be provided by the District in each school building.

## **SECTION 9: EVALUATION PROCEDURE**

### **Purpose**

The primary purpose of evaluation is to increase employee opportunities for improving instruction / professional performance through procedural rights of evaluation and probation. Evaluation is a positive, developmental, and continuous process under the guidance of appropriate administrative personnel. During this evaluation process, the employee shall exhibit a desire to change and grow in effectiveness as a professional.

All certificated employees holding non-administrative positions (collectively referred to as "employees") herein, shall be evaluated during each school year in accordance with the procedures and criteria set forth in this contract section. However, for all "provisional employees", as defined by RCW 28A.405.220, at the conclusion of step 5 under the section "Action by the Superintendent and Board", all provisional employees will be afforded only the right for review and appeal as defined by RCW 28A.405.220. Involved in this process, a plan of improvement is necessary for employee non-renewal.

### **Responsibility for Evaluation**

The building administrators shall be responsible for the evaluation of all employees in the Bargaining Unit.

### **Evaluation Criteria**

All employees shall be evaluated in accordance with the appropriate criteria set forth in the observation and evaluation forms attached to this Agreement as Appendix B, which appendices are hereby a part of this Agreement. This criteria and procedure shall be distributed and explained at a general meeting of all employees to be held before October 1 of each school year. For new employees hired after that meeting, the building administrator shall explain the criteria and procedure in a personal conference held prior to the first observation.

### **Required Evaluations**

All employees newly employed by the District shall be observed for a minimum of 30 minutes within the first ninety (90) calendar days of the commencement of their employment. Provisional employees within two years of the teaching profession must be observed for a minimum of three, thirty-minute continuous instances per school year. The employee, at their request, may be granted a fourth observation by a mutually agreed upon observer. Continuing employees shall be observed and evaluated annually, such evaluation to be completed no later than May 15<sup>th</sup> of each school year. If an employee resigns during the school year, and if the building administrator and teacher deem appropriate, a final evaluation shall be completed prior to the resignation date provided the employee gives at least a two (2) week notice of resignation.

## **Minimum Observation Criteria**

During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties for a total observation time of at least sixty (60) minutes. One of these observations shall be thirty (30) minutes in length and must be conducted in the teaching setting on a date established by the parties. To insure proper perspective of an employee's performance, the building administrator or designee shall observe each employee at least once a school semester, except that continuing employees expected to be placed on probation shall be observed at least twice for a total of sixty (60) minutes before January 20. In any event, all observations shall be completed by May 1<sup>st</sup> of each school year.

Notwithstanding the above section, after an employee has four years of satisfactory evaluations, the District may use a short form of evaluation as described in RCW 28A.405. 100, Section (5). One evaluation will be performed per year unless the employee or principal requests additional evaluations.

## **Additional Observations**

In addition to the observations required under Paragraph B-4 herein, the building administrator may make observations at any time during the school year. These observations may analyze employee performance for such period of time and in such performance settings as may be identified in the observation report. All observations should be conducted with full knowledge of the employee concerned.

## **Evaluation Procedures**

Following each observation or series of observations, the building administrator shall promptly document the results thereof using the appropriate observation report form in Appendix B. The employee shall be provided with a copy of the observation report within three (3) days after such report is prepared. The building administrator shall conference with said employee to discuss the report within ten (10) days after the employee receives the report.

To fully comply with the general purpose of the evaluation, observation reports shall not be part of the employee's permanent personnel file. On or before May 15, the building administrator, exercising reasonable judgment, shall summarize his appraisal of the employee's performance on the Final Evaluation Report Form (Appendix B pgs 6, 7) consistent with the observation reports. Said Final Evaluation Report shall be the official record documenting the employee's performance for that school year and shall be placed in the employee's personnel file. The employee shall also receive a copy of this report.

Following completion of the Final Evaluation Report, a meeting may be held between the building administrator and the affected employee to discuss the report if requested by either party at a time arranged between the parties.

The employee shall sign the district's copy of the observation and final evaluation report forms to indicate that the employee has received a copy of form. The signature does not, however, necessarily imply that the employee agrees with the contents of the report. The employee may write a statement concerning the final evaluation report, and that statement shall be placed in the employee's personnel file.

A goal setting format may be used to comply with annual certificated evaluation requirements, if the Association member and the administrator mutually agree prior to the evaluation.

## **SECTION 10: PROBATION CRITERIA AND PROCEDURES**

### **Supervisor's Report and Conference**

If it becomes necessary to place an employee on probation, such action will be taken only after compliance with the observation and evaluations provisions in paragraph B (Evaluation) of this section. In the event that a building administrator determines on the basis of the evaluation criteria that the performance of an employee is unsatisfactory, he shall report the same in writing to the Superintendent before January 31<sup>st</sup>.

The building administrator shall meet with the employee in an attempt to resolve matters before probation is recommended. This conference shall be held no later than January 15<sup>th</sup>. The employee shall be entitled to have present a representative as an observer at the conference.

### **Establishment of Probationary Period**

If a certificated employee is to be placed on probation, the Superintendent will notify the employee on/or before February 1<sup>st</sup>, that he or she is on a probationary status for a period lasting no longer than May 1<sup>st</sup>. This notification for probation must be in writing and a copy delivered personally or by registered/certified mail to the employee. The notification for probation will include the following:

1. Explanation of the problem in terms of performance deficiencies as related to the evaluative criteria in Appendix B.
2. A suggested reasonable program of improvement delineating what constitutes acceptable performance and time limitations for reaching an acceptable level of performance.

All certificated and provisional employees are entitled to the probationary procedure as outlined by law.

### **Evaluation During Probationary Period**

Within ten (10) days of delivery of the probation letter, the building administrator shall conference with the employee to discuss the performance deficiencies and remedial measures identified in the letter.

During the employee's probationary period, the building administrator shall meet with him/her at least twice monthly to discuss the administrator's written report of the employee's performance.

These written reports shall be based on the observation worksheet in Appendix B. An employee may have another employee, mutually agreed upon by both parties, present as an observer during the probationary meetings.

Employees must have a minimum of 60 days to be on a plan of improvement.

## **Post-Probation Reports**

If by May 1<sup>st</sup> and after all the steps and processes of the probationary period have been followed, the certificated employee does demonstrate an acceptable level of performance as originally stated in the probationary notification (the actual letter of probation and subsequent supportive documentation), then the certificated employee shall be given a statement signed by the Superintendent that the employee has successfully met the conditions of probation and is thereby removed from probation.

Conversely, if by May 1<sup>st</sup> and after all the steps and processes of the probationary period have been followed, the certificated employee does not demonstrate the acceptable level of performance originally stated in the probationary notification (the actual letter of probation and subsequent supportive documentation,) then that employee may be subject to probable cause or non-renewal of contract. A letter signed by the Superintendent stating this shall be personally delivered or sent by certified mail to the employee.

All provisional employees must be notified by May 15<sup>th</sup> if they have or have not successfully completed the plan of improvement.

Copies of post-probation reports shall be placed in the employee's personnel file.

## **Action by the Superintendent and Board**

If the Superintendent determines probable cause for non-renewal of the employee's contract, he shall notify the certificated employee in writing no later than May 15.

## **Special or Adverse Conditions**

The evaluation and probation process is designed to reflect levels of performance and to encourage improvement in the individual's performance. Among factors to be considered by the evaluator are the following,

1. Work load
2. Availability of supplies and equipment
3. Physical facilities and the learning environment
4. Preparation time for the person evaluated
5. Administrative support in dealing with disciplinary problems

If any of these conditions adversely affect the performance level or the instructional program, the evaluation report shall duly note the specific condition(s) affected, provided the evaluator and the employee concur that a special or adverse condition exists in the instructional setting.

## **Instructions for Observations and Evaluation Forms**

A summary of evaluator's findings must be completed by the evaluator after each required observation and must be reviewed during the post-observation conference using the forms provided.

Only these ratings shall be utilized: (U) Unsatisfactory (S) Satisfactory (NA) Not applicable.

If a rating of Unsatisfactory (U) is given, the evaluation will include the following in the narrative section of the form:

1. A description of the problem and its seriousness.
2. Itemized recommendations for improvement.
3. Explanations of special or adverse conditions, if applicable.
4. Using the format in Appendix 6, certificated support personnel and the administration shall jointly determine indicators for the Certificated Support Personnel Observation Worksheet. This worksheet shall be in use no later than November 1, 1977.

# ARTICLE 4: LEAVES

## SECTION 1: DEFINITION

The term “leave” shall mean any period of time during which an employee is absent from work under any criteria established in this section. An employee on leave without pay may opt to maintain medical insurance, if approved by the insurance carrier, by reimbursing the District for the premiums for such insurance.

## SECTION 2: ILLNESS, INJURY AND EMERGENCY LEAVE

### Accumulation

A total of twelve (12) days of leave per year will be granted to each employee. Employees holding a regular part time position shall accrue such leave proportionally. Employees contracting with the District after the beginning of the school year shall be granted leave on a pro-rated basis. Such leave shall accumulate to a maximum of 180 days, without deduction of salary for illness, injury or emergencies.

Employees hired with previous accrued sick leave from other Washington public school districts will be granted leave credit according to state laws that provide for transfer of accumulated leave from previous districts.

Upon request, employees will obtain a total of their accumulated leave at the end of the school year.

### Job-related Injury

When leave is used for absences due to job-related injuries which qualify for industrial accident and workman’s compensation payments are paid to the District, leave will be charged at a pro-rated amount.

### Personal Illness or Injury

The District shall grant leave to an employee when the employee is unable to perform duties due to personal illness or injury.

### Family Illness or Injury

The District shall grant leave to employees in the event of illness or injury within the immediate family of the employee.

### Paternity Leave

Employees whose spouse gives birth may take leave deducted from Illness, Injury, and Emergency Leave.

### Maternity Leave

The District shall grant leave for pregnancy, childbirth and related temporary disability to employees. Employees requesting maternity leave shall notify the District as early as possible

prior to the beginning of the leave and shall submit a written statement to the Superintendent to indicate the expected date of return at the time the leave is requested. The employee shall notify the District of the exact date of return as soon as that date is known to the employee.

### **Adoption Leave**

Employees shall be granted leave when adopting a child provided that child is under the age of six years old.

### **Emergency Leave**

The District shall grant leave to an employee in the event the employee has an emergency, defined as a problem that has been suddenly precipitated or unplanned. Emergency leave shall be deducted from available sick leave. If there is no sick leave available the employee shall be granted as unpaid leave.

### **Leave Exhaustion**

In the event an employee's accumulated leave is exhausted, but more leave is required by the employee pursuant to the provisions set out above, the employee may request and the District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall submit a written statement to the Superintendent of the expected duration of the unpaid leave at the time of the request for such leave.

### **Annual Leave Buy-back Option**

Employees may cash in the previous year's accumulation of unused sick leave days above an accumulation of sixty (60) days at a ratio of one day's pay for each four (4) days of accumulated unused leave (accumulated in the previous calendar year), in January of each year following any year in which a minimum of sixty (60) days of leave are accumulated.

### **Death or Retirement Leave Buy-Back Option**

At the time of separation from the District employment due to retirement (as recognized by Washington State Teacher's Retirement System), or death, an employee or his/her estate shall receive pay for accumulated but unused leave up to a maximum of 180 days at a rate of one day's pay for each four (4) full days of accrued leave.

### **Illness or Injury Leave Sharing**

- A. Right to Donate:** Employees may donate leave to come to the aid of another employee who is suffering from extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his/her employment.
- B. Minimum Accumulation:** An employee who has an accrued leave balance of more than twenty two (22) days may donate such leave.
- C. Limits:** Employees cannot donate days that would result in their leave account going below twenty two (22) days.
- D. Status of Leave Employee:** While an employee is on leave generated by this provision, he/she shall be considered a regular employee and shall receive the same treatment in respect

to salary, wages and employee benefits as the employee would normally receive if using personally accrued leave. Payment of such leave shall be in accordance with state statutes, rules and regulations.

### **Federal Family Medical Leave**

Employees may use Federal Family Medical Leave provisions where applicable under law.

### **Bereavement Leave**

Up to five (5) days leave with pay shall be granted for the death of a member of the employee's family or close friend. The employee shall notify the building administrator as soon as possible after learning of the need for bereavement leave.

### **Attendance at Meetings and Conferences**

With prior approval of the Superintendent, leave with pay and with reimbursement of certain expenses shall be granted to attend instructional meetings, to attend conferences and/or to visit other schools. When necessary, the District shall provide substitutes to perform employee duties that have been granted such leave.

### **Association Leave**

For the purpose of improving employee-employer relations, the Association shall be entitled to thirty (30) days per year for Association business. The Association president or designee shall inform the Superintendent in writing no later than four (4) days prior to the date of intended leave. The District may waive the notification requirement. The Association shall bear the cost of substitutes when hired for the employees on Association leave.

A leave of absence of up to four (4) years may be requested by an employee for the purpose of serving as an elected officer of the Association or on its staff.

### **Jury Duty Leave**

Leave shall be granted to employees called to jury duty. Any compensation received for such duty performed on contracted days shall be deducted from the employee's regular pay. Employees shall notify the District as soon as they receive notification of jury duty.

### **Subpoena Leave**

Subpoena leave shall be granted to employees upon presentation of the subpoena to the Superintendent. Leave will be with pay only if the employee is not an interested party in a suit against the district and then only for the actual day(s) of testimony by the employee. Any compensation received for use of subpoena leave on contracted days shall be deducted from the employee's regular pay.

### **Personal Leave**

Employees shall be granted three (3) days with pay of personal leave per year. In addition, each employee has the discretion of converting one sick day to one personal day, for a total of four leave days. The building administrator must be notified, whenever possible, one week prior to taking personal leave. Granting of personal leave may be limited based on the availability of

substitutes. The administrator shall make every effort to secure coverage for personal leave. At the discretion of the Superintendent, employees may be granted a fifth personal leave day which will be charged against the employee's accrued sick leave. The third and fourth personal day must be used within the contracted school year and cannot be rolled over or cashed out. Employees on personal leave for more than the specified time, wherein sick leave cannot be applied, will forfeit 1/180 of his/her salary amount for each day absent.

An employee may carry forward two (2) personal leave days per year to the following year(s), for a maximum of four (4) days available per year if no leave is used the previous year.

Employees not using personal leave have the option to cash out a maximum of two unused personal leave days at the current rate of pay for substitutes. Such cash out shall be paid in June of each school year.

Personal leave shall not be taken the last week of school or the day before or after a vacation without approval of the Superintendent.

### **Military Leave**

Employees who belong to a National Guard or United States military reserve organization shall be granted leave of absence in accordance with RCW.38.40.60.

### **Education Exchange/Travel/Work Leave**

A leave of absence of up to two (2) years may be requested by an employee for the purpose of participating in exchange educator programs, foreign or military teaching programs; the Peace Corps, Teacher's Corp or Job Corps as a full time participant in such program; or cultural, travel or work program related to his/her professional responsibilities – provided the employee states intention to return to the District. Upon return from such leave, the employee shall be placed at the same position on the salary schedule unless the exchange involved another in state district.

### **Academic Leave**

A leave of absence up to two (2) years may be requested by an employee for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, the employee shall be placed at the same position on the salary schedule.

### **Political Leave**

A leave of absence not to exceed four (4) years may be requested by an employee for the purpose of campaigning and serving in public office.

### **Incentive Leave**

Each employee with ten or more continuous years of service to the District shall be granted one day of Incentive Leave. The employee may choose to cash out this day at the sub-rate. Incentive days cannot be carried over to the next year.

## **Other Leaves**

Leaves of absence up to one (1) year without pay may be granted to employees at their request. The employee, upon return from such leave, may be granted his/her position. Upon request by the employee, such leave be may be renewed for up to one (1) additional year.

# ARTICLE 5: INSTRUCTION

## SECTION 1: ACADEMIC FREEDOM

Employees must be free to think and express ideas, free from undue pressure of authority, and free to act within his/her professional group. Such freedom must not be restricted except as it conflicts with the basic responsibility to utilize the current District authorized courses of study and to follow District policies relating to review and presentation of controversial issues.

The principle of academic freedom for employees will not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:

- A commitment to support the Constitution of the United States
- A concern for the welfare, growth and development of children
- An insistence upon objective scholarship
- Utilization of current, district –authorized courses of study.

A free interchange of ideas leading to clearer understandings at the maturity level of students must be expected as part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit will receive the immediate attention of the employee.

## SECTION 2: WORK LOAD

Class size - The parties recognize that a reasonable student-teacher ration is desirable for effective learning. It is also understood that in certain situations absolute minimums and maximums cannot be maintained due to lack of space, employees and/or finances.

The desired class sizes are:

Grade	Maximum
Primary (k-2)	25
Intermediate (3-5)	28
Secondary (6-12)	30
Physical Education	40
Life Skills:	13 students per class period
Resource:	20 students per class period

Exceptions to the above class sizes shall be made in music classes.

## SECTION 3: WEIGHTING FORMULA

Elementary students identified in the moderate or severe special education categories (excluding vision impaired and speech impaired) and non-English speaking students with a score of one (1) on the LAS shall be weighted as 2.0 for the purposes of determining class count when their accumulated contact time exceeds fifty-nine (59) minutes per day in the regular education classroom.

Secondary students identified in moderate or severe special education categories (excluding vision impaired and hearing impaired) and non-English speaking students who score a one (1) on the LAS shall be weighted as a 2.0 for the purposes of determining class count.

Students identified with an IEP and non-English speaking students with a score of one (1) on the LAS shall be equitably distributed in all classes in each grade level. However each building may assign students based on a shared decision making model. In addition, any employee who has been assigned severely and/or profoundly handicapped students in his/her regular classes shall be provided special training upon request. Other employees may be provided special training and/or assistance upon request.

### **ELL Students**

Non-English speaking elementary students with a score of one (1) on the annual (spring) Washington Language Proficiency Test II (WLPT II) shall be weighted as two (2.0) for the purpose of determining class count when their accumulated contact time exceeds fifty-nine (59) minutes per day in the regular instruction time in education classrooms or for a full class period in the secondary classrooms. In Kindergarten, should a teacher identify language concerns in a particular student, he/she shall request a guidance team meeting to review language qualifications guidelines for the student. Qualifying identifiers for access to the weighting formula are:

- Non-English speaking parents and attendance at a non-English speaking pre-school;  
or
- A student from a non-English speaking country who has been in the United States for less than a year.

Students identified as an-English speaking student with a score of one (1) on the WLPT II shall be equitably distributed in all classes in each grade level. However, each building may assign students based on a shared decision making model.

### **Student with an IEP**

Elementary students identified in the moderate or severe special education categories (excluding vision impaired and speech impaired) shall be weighted as 2.0 for the purposes of determining class count when their accumulated contact time exceeds fifty-nine (59) minutes per day in the regular education classroom.

Secondary students identified in moderate or severe special education categories (excluding vision impaired and hearing impaired) shall be weighted as a 2.0 for the purposes of determining class count.

Students identified with an IEP and shall be equitably distributed in all classes in each grade level. However each building may assign students based on a shared decision making model. In addition, any employee who has been assigned severely and/or profoundly handicapped students in his/her regular classes shall be provided special training upon request. Other employees may be provided special training and/or assistance upon request.

#### **SECTION 4: PROVISION FOR OVERLOADS**

In cases where the desired limits are exceeded, the District shall provide additional supplies, textbooks, instructional equipment and students desks as recommended by the principal after consultation with the employee.

In the event that any maximum class size is exceeded, the affected employee may request a meeting with the principal to determine what steps shall be taken to alleviate increased workload caused by the overload. The following procedure will be followed:

1. The principal shall meet with the affected employee(s) within two (2) days to verify the situation and develop a tentative solution as provided herein.
2. The principal shall notify the employee(s) of the action to be taken within three (3) days of the meeting set forth in section (a.) unless a meeting is scheduled with the Superintendent pursuant to section (c.)
3. The employee(s) or principal may schedule a conference with the Superintendent, or designees, within three (3) days of the conference set forth in section (a.) The affected employee(s) shall participate in the conference. A recommendation shall be made by the principal at that conference.
4. The Superintendent shall notify the employee(s) of the action to be taken within three (3) days of the meeting set forth in section (c.)

A reasonable time period for determining whether enrollment has stabilized at the current level shall be established at the above mentioned meetings. Such time period shall not exceed ten (10) working days.

The following options shall be considered at the above mentioned meetings:

1. Additional teachers may be hired.
2. Additional paraprofessional time may be provided. In situations where maximums are exceeded by three (3) or more students, paraprofessional time shall be provided at a rate of one-half day for elementary classrooms and one class period per overloaded secondary classrooms. Paraprofessional time will be generated exclusive of existing programs. In the best interest of the District and the affected employee(s), the placement of a paraprofessional will be selected in a manner that will best help facilitate the employee. If the District needs to hire additional paraprofessionals to meet this provision, the affected employee will have input as to the selection process.
3. Excess students may be transferred.
4. An alternative solution to a. b. or c. may be considered, provided both parties agree to the solution.
5. In the event that no agreement can be reached pursuant to sections 2. and 4.; or in the event that solutions outlined above in a. b. c. or d. cannot be implemented within ten (10) days of the decision, the District shall establish a separate account designated for the classroom of the affected employee(s). The District shall contribute \$10.00 per day (prorated at 1/6 for secondary classroom) for each student in excess of the class size maximum beginning from the first day of overload to the above mentioned account. This account shall be paid to the individual employee(s) as additional pay.

## **SECTION 5: CLASSROOM VISITATION**

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

1. All visitors to a school and/or classroom shall obtain approval from the principal. If the visit is to a classroom where instruction is taking place, the time will be arranged after the administrator or designee has conferred with the employee.
2. The employee should be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
3. Employees may upon request have an administrator present during the visitation of a non-school district employee.

## **SECTION 6: PROFESSIONAL DEVELOPMENT**

### **Tuition/Workshop Reimbursement**

The District shall establish a fund of \$4000.00 for tuition reimbursement. Such reimbursement shall be for classes/workshops that assist employees in reaching district and/or building goals, or their individual goals. If employees want such reimbursement, prior approval of the class/workshop from the building principal is required.

Each employee shall be entitled to \$250.00 of tuition and/or workshop reimbursement. Employees desiring such reimbursement shall apply by submitting a tuition reimbursement form and a receipt for the class/workshop to the building principal no later than the last business day of July.

If funds remain, employees may apply for additional reimbursements during a second application period. In order to apply for additional funds an employee must have a current professional growth plan on file with their building principal. The plan shall be filed prior to taking the class or workshop. The remaining money in the pool will be equitably distributed among the qualified applicants and will not exceed \$500 per applicant. The second application period shall last the first three full weeks in June. After the second application period the pool shall be closed.

Should funds remain at the end of the second application period, the District agrees to roll over the remaining funds to next year's pool. This would continue to a maximum pool of \$7,000.00.

### **Staff Development/In-service**

An effective staff development program is desirable to provide opportunities for professional growth of employees while meeting the needs of students.

The district shall create a professional development committee which will consist of CEA members from each building. Along with district administrators there shall be an equal number of administrators to CEA members. The purpose of the committee is to determine the staff development opportunities which will be ESD approved prior to the in-service. Members to the committee shall be appointed by the CEA President and the superintendent.

Upon written request of an employee outlining how a staff development-in-service activity could enhance professional growth and serve student needs, the principal may approve such activity

and authorize necessary and reasonable travel and meals. All expenses must be verified. Allowable activities include, but are not limited to:

1. Release time for classroom observation and visitation within or outside the District.
2. Release time for staff development workshops offered outside the District.
3. Other workshops or classes designed to meet student needs.
4. Consultant assistance for staff involved in curriculum and innovation for change.
5. Other activities meeting the criteria in paragraph 2 above and approved by the building administrator. The District may develop after hour's staff development inservice activities including graduate courses, workshops, conferences and programs, and the Association may recommend topics for such activities.

The District shall provide clock hour opportunities for any and all staff development/in-service provided in the District upon ESD approval of the activity.

### **Professional Development**

The District and the Association agree that training is an integral part of the certificated employee's professional responsibilities. Trainings offered outside the contracted work-time will not be deemed mandatory nor will they be considered a portion of the employee's contracted per diem hours.

The District will pay the per diem rate for curriculum work on District and building directed curriculum initiatives. Curriculum is defined as courses identified within the *District Curriculum Guide*.

In addition, if the District has funds available through grants and other similar sources of funding to offer training to teachers, but the District is unable to pay for the teacher's time, it is at the teacher's discretion whether or not to attend the training with the full realization that pay for their time will not be granted.

1. The employee's administrator shall fill out the "professional development approval" form in triplicate stating the course work that they would like the employee to attend and the per diem rate received.
2. If employees agree to attend they will sign and return the form to their principal, keeping a copy.
3. Teachers who would like to take classes independently outside of the suggested training by the district may use their \$250.00 professional development money to attend the training but may not receive any other payment from the district for their time.

## **SECTION 7: WORKING CONDITIONS**

### **Extra Duties**

The primary duty and responsibility of employees is to provide instruction and support for students and the school day should be directed towards insuring that the energy of employees is primarily utilized to this end.

## **Materials**

The Board recognizes that instructional material can assist employee performance. Principals at each school site shall work with association members at each building to help determine the building budget allocation for classrooms.

Subject to budgetary constraints, the Board shall provide each employee:

1. A separate desk
2. Space to store personal articles
3. Classrooms equipped with chalkboard, whiteboard and/or overhead projector
4. Copies of textbooks used in each course
5. Storage space in each classroom for instructional materials
6. Attendance books, paper, pencils, chalk, erasers and such material required in daily work responsibilities as well as adequately maintained copying machines and materials

The Board shall make available in each school restrooms for employee use and at least one room, appropriately furnished, shall be reserved for use as an employee lounge/lunchroom.

Telephone facilities shall be available for employees' personal and professional use subject to availability and administrative approval for any long distance calls.

The Board shall furnish coffee for the employee lounge/lunchroom during the school year.

## **Student Discipline**

The District shall expect acceptable behavior in the maintenance of a sound learning environment on the part of students. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status.

Student discipline shall be consistently enforced throughout the district. To this end, employees are to consistently enforce the student discipline code. To implement the intent of this provision, there shall be in each school building a statement on student behavior. Such statement shall be developed by employees and administrators with final approval by the Board. Prior to the first student day of each school year, employees shall receive a copy of the discipline code.

All students shall receive when they enroll, orientation regarding such behavioral expectations. The Board shall review the student discipline code periodically and based upon such review may require modifications.

## **General Education Student Discipline**

(1) Employees are authorized, as described in RCW 28A.600.020, to exclude any student who created a disruption of the educational process in violation of the building disciplinary standards while under an employee's immediate supervision. The student may be excluded by the employee from the immediate class period or activity, or up to the following two days or until the principal or designee and the employee have conferred. The following shall apply:

1. Except in emergency circumstances, the employee first must attempt one or more forms of corrective action.

2. In no event, without the consent of the employee may an excluded student return to the class during the balance of the class or activity period or up to the following two days or until the principal/designee and the teacher conferred.
3. Employees shall be notified when a student is suspended from his/her specific class by the next day.
4. Each employee shall have authority to recommend to administration a longer suspension and/or expulsion for misconduct based upon the severity of the infraction. When an employee makes written recommendation for expulsion or long term suspension, the principal shall meet the affected employee to clarify the process for expulsion or long term suspension and to investigate the basis of the recommendation.

(2) Per RCW 28A.600, the Board of Directors, unless otherwise specifically provided by law, shall;

1. Enforce the rules prescribed by the superintendent of public instruction for the government of schools, pupils, and certificated employees.
2. Adopt and make available to each pupil, teacher and parent in the district reasonable written rules regarding pupil conduct, discipline and rights, including but not limited to short-term suspensions as referred to in RCW 28A.600.015 and suspension in excess of ten consecutive days. Such rules shall not be inconsistent with any of the following: Federal statutes and regulations, state statutes, common law, and the rules of the superintendent of public instruction. The board's rules shall include such substantive and procedural due process guarantees as prescribes by the superintendent of public instruction under RCW 28A.600.015. When such rules are made available to each pupil, teacher and parent, they shall be accompanied by a detailed description of right, responsibilities and authority of teachers and principals with respect to the discipline of pupils as prescribed by state statutory law, the superintendent of public instruction, and the rules of the school district.

For the purposes of this subsection, computation of days included in "short-term" and "long-term" suspensions shall be determined on the basis of consecutive school days.

### **Special Education Student Discipline**

In accordance with WAC 392-172A-05145, School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of this section, is appropriate for a student eligible for special education services, who violates a code of student conduct.

School personnel may remove students eligible for special education who violates a code of student conduct from his or her current placement to an appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) consecutive school days in the same school year to the extent those alternatives are applied to students without disabilities under this section and for additional removals of not more than ten consecutive days that same school year for separate incidents of misconduct as long as those removals do not constitute a change of placement under WAC 392-172A05155.

(a) After a student has been removed from his or her current placement for ten (10) school days, in the same year, during any subsequent days of removal the school district must provide services to the extent required under the law.

(b) When disciplinary changes in placement exceed ten (10) consecutive school days, and the behavior that gave rise to this violation of the school code is determined not to be a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to students eligible for special education in the same manner and for the same duration as a district would apply discipline procedures to students without disabilities, expect that services shall be provided in accordance with (statute).

### **Special Student Programs**

Children with special physical, learning and/or emotional deficits may require specialized classroom experience. Employees shall work to provide for these individual needs. Students who require special assistance shall receive it in the setting which is determined by the multidisciplinary team to be the least restrictive environment. The specialists and regular program staff shall work together to provide the best possible program for qualified students.

### **Special Education Work Load**

The principal and employee will meet no less than one time per month to discuss work load/IEP issues. The principal and employee shall select one or more solutions from the following to address work load issues:

- Additional prep time
- Additional paraprofessional time
- Hiring of a substitute
- Extra per diem day
- Or another mutually agreed upon solution

In consultation with the principal and special education director, the life skills and resource teachers will be provided up to three days annually to complete student portfolios, IEPs and related special education duties.

### **SECTION 8: LUNCH BUNCH**

The District will discontinue the practice of pulling elementary students from class to work in the kitchen during lunch.

### **SECTION 9: TECHNOLOGY COMMITTEE**

Members of the district technology committee, which will include representatives from each school site, will offer input as to reasonable distribution of technology within the schools.

# ARTICLE 6: FISCAL MATTERS

## SECTION 1: CONTRACTS, WORKDAY AND PAYMENT

### Definitions

Regular Contract” shall mean a full-time assignment or a portion of a full time assignment. A full time regular employee shall receive full rights and benefits under this agreement. A regular employee working a portion of a full time assignment shall receive prorated benefits and full rights under this agreement.

“Temporary Contract” (known duration) shall mean an employee contracted for a specified period of time beyond twenty (20) consecutive days. The employee shall be eligible for prorated salary placement, prorated sick leave, prorated insurance (if assigned more than one semester), and full rights of representation.

“Temporary Contract (unknown duration) shall mean an employee contracted for an unspecified period beyond twenty (20) consecutive days. The employee shall be eligible for prorated salary placement, prorated sick leave and full representation.

“Temporary Contract (retire/rehire)” means an employee retired from the District or another Washington State school district for a period of one year. Such employees may be contracted for no more than 1500 hours. Such employees shall be eligible for all rights and benefits except for a continuing contract. The hiring of retire/rehire employees will include the following guidelines:

A. Beyond the eight hundred sixty-seven hours (867) per work year, eligible retirees hired from Plan I of TRS may work up to a total of one thousand five hundred hours (1,500) per year while receiving retirement benefits, subject to limitations established by DRS.

- B. The District shall abide by the following process when considering a retiree for employment:
1. Retired applicant(s) shall be evaluated and considered after other applicants are considered for the position and it is determined there is a shortage of qualified candidates.
  2. There shall be no prearranged employment agreement or commitment to rehire an employee after retirement. Mere inquiries about post-retirement employment do not constitute an agreement.
  3. Employment shall be limited to a maximum of one-year, non-continuing contract or appointment.
  4. The District shall make contributions to the appropriate retirement system when any retiree works more than eight hundred sixty-seven (867) hours per year.
  5. Positions fill by retirees shall be posted annually.
  6. The following conditions of employment shall apply to retirees that are re-employed:

7. Retired applicants shall disclose to the district whether they are retired from a Washington State retirement plan.
8. Employees must satisfy the DRS requirements for separation and retirement from service prior to accepting a retire/rehire position with the district.
9. Retirees are subject to the same collective bargaining membership as other one-year temporary employees.
10. Retirees are responsible for tracking service hours during post-retirement employment among multiple employers.

### **Individual Employee Contract**

The District shall provide each employee with a contract in conformity with Washington State Law and the terms of this contract.

### **Copies of Contract**

Two (2) copies of a contract shall be given to the employee each year for signature by November 1. One (1) copy is retained by the employee at the time it is signed. One (1) copy shall be placed in the employee's personnel file.

### **Release from Contract**

An employee under contract, by mutual consent of the parties, may be released from obligations of the contract after submitting a letter of resignation to the Superintendent's office.

### **Substitute Employees**

Substitute teachers shall receive \$125.00 per day for a full day of teaching. A half day compensation (\$62.50) will be granted if a teacher works three or less periods or hours.

Substitute employees who work more than twenty (20) consecutive days in the same position will be given a temporary contract and will be considered bargaining unit members. Substitute employees who work more than thirty (30) sporadic days during a twelve (12) month period will be considered bargaining unit members and will be paid a mutually determined rate. Casual substitutes who work less than twenty (20) days in the same position or less than thirty (30) sporadic days during a twelve (12) month period are not considered bargaining unit members.

Substitute employees on a temporary contract shall be entitled to the following provisions of this agreement: Article One - all, Article Two - all, Article Three Section 1. A., Section 2. A. Section 2. C., Section 3. A – Work Space, Extended Days, Modification of Adopted Calendar, Conferences, if applicable, Payment, but pro-rated. All other substitute employees have no other coverage under this contract.

### **Emergency School Closures/Late Starts**

In the event that an act of nature, technical difficulty or other unforeseen event causes a late start of the student learning day, employees shall be required to arrive at work one half (1/2) hour prior to the student instructional day beginning. In the event of inclement weather, technical

difficulty or other unforeseen event that causes an early dismissal of students, employees may leave immediately after the students depart.

### **Early Release Days**

Employees may leave work after the final bus departure on the following early release days:

- The day before Thanksgiving
- The last day of school
- The day before the start of Winter Break

Employees may leave early on other early release days by the approval of the building administrator.

## **SECTION 2: WORK YEAR**

The work year shall consist of one hundred eighty (180) days in accordance to the academic calendar posted on the school district website. (The base year shall remain 180 days only for so long as the Legislature continues to fully fund the 180 day school year. If the Legislature ceases to fund the 180 day school year, this provision will be ineffective and the base year will become the number of days that the Legislature fully funds.)

### **Workday**

All employees may be assigned appropriate starting and dismissal times, providing their regular workday shall be no longer than seven and one half (7 ½) consecutive hours, including a continuous thirty (30) minute duty free lunch period.

Columbia School District will not assign responsibility for any students to teachers during the half hour before school begins.

Employees at each site may, with administrative support and approval and by majority vote, extend lunch period for a time greater than thirty (30) minutes. In the event that the lunch period is extended as herein described, such lunch period shall be duty free and uninterrupted.

If a substitute teacher is unavailable, a certified staff member may cover another teacher's class during their planning period. The pay shall be \$25 per period worked or their per diem rate, whichever is greater.

### **Report Card Preparation Time**

The last day of each quarter shall be a half day for students. The remainder of the teacher contracted day shall be used at the discretion of the employee to prepare report cards and/or prepare for the next quarter or, up to twice per year, the principal may call a meeting on this day not to last more than one hour.

### **District Controlled Per Diem Days:**

Two per diem days shall be mandatory district controlled days. These two days are in addition to the 180 days in Section 6.B above.

## **New Employees and Mentor Per Diem Days**

One additional required day shall be provided for employees new to the District and their selected mentors. This day will focus on introducing new staff to the reform efforts of the District. This will include, but not be limited to, the vision, mission of the District, the focus on our core business, the importance of collaboration, the ten design qualities, and an overview of the history of the District. The Association President or designee shall be invited for at least one hour to provide information as delineated in Article 2, Section B.

It is agreed that a staff induction and recruitment system is important to the Columbia School District. Therefore all teachers in the CSD who are in provisional contract status will participate in the District's new teacher induction/mentoring program. At a minimum this will include one meeting a month scheduled by the District.

It is further agreed that whenever possible, teachers new to the profession will not be asked to coach an extra-curricular activity. There will be times when it may be beneficial for the District to hire a new teacher into a coaching position. In such an instance, when a new teacher applies for and is hired into a coaching position, it must first be mutually agreed upon by Superintendent, Principal, Teacher and Athletic Director. If the coaching position is approved for the new teacher, then priority will be given to induction/mentoring activities over coaching activities when the two conflict. Teachers in the second year of provisional status will also give priority to induction activities over coaching as well.

Mentors and new teachers will be compensated on a per diem rate basis for work and attendance in the induction/mentoring program. It is further agreed that the Columbia School District will provide new teachers with an allocation no less than \$50, to be used for purchase of approved supplies, texts, materials or equipment above and beyond their building budget allocation.

Mentors will be selected based on interest and a demonstrated skill in working with new teachers, with priority given to mentors who teach a common subject or grade level. The mentor to new teacher ratio shall be no greater than 1:3 and, if possible, there will be more than one potential mentor available for each new teacher, i.e., new teachers may work with several mentors. Upon request, CEA will work with the building principals to forward a list of possible building level mentors for consideration by the school district. It is the intent of the District to build a cadre of teachers who are trained in recognized mentoring techniques.

## **Employee Controlled Per Diem Hours**

Sixty (60) optional per diem hours shall be available per FTE and used at the discretion of individual employees. These hours may be used before, during or after the student year. Use of these hours includes, but is not limited to: activities designed to improve student learning; to prepare the learning site for students; to attend workshops, inservice, college classes; to assess student performance; attendance at school-related activities including, but not limited to: open house, moving, field trips. All per diem hours must be turned into the business office on or before July 31 following the close of any one school year.

## **Work Space Preparation**

The District agrees to have workspace ready for employees to occupy no later than one week before the student year begins.

## **School Calendar**

Negotiations for the school calendar shall be completed by April 1.

## **Extended Days**

Any additional optional days shall be compensated at 1/180 per diem of the employee's contracted rate of pay. Any extended contract days shall be computed at the 1/180 per diem of the employee's contracted rate of pay.

## **Modification of Adopted Calendar**

The employee work calendar may be modified by the Board, if required by an event that would disrupt scheduled student attendance, and if the Association is notified of the intended modification at the time the subject is brought to the Board's attention.

In the event of a WEA statewide strike or local job action, the date for determining the school calendar and the previous paragraph would be invalid for the duration of the strike, including the setting of the opening day of school.

## **Conferences**

The District shall allow adequate release time for Fall and Spring conferences at the elementary and middle schools. In the Fall there will be a minimum of twelve (12) hours release time. In the Spring there will be a minimum of nine (9) hours release time. The principal and employees at the elementary and middle schools shall determine the daily schedule during conference times.

## **Student Enrollment**

Teachers will receive notice prior to student dismissal time to prepare for a new student's arrival the following day. If notice is not received prior to dismissal time then the student will enter the subsequent school day. This shall not exceed two (2) school days.

## **In-Building Substitute Coverage**

Every attempt will be made by the building principal to cover classes without disrupting certificated assignments. Requests to employees to cover classes will be made on a rotating basis. At the elementary building level, when no other options are available, requests to cover classes will be made in the following rotation: peer educator and emergency certified Para-professionals, music or PE specialist and/or principal. In the event that planning or collaboration time is disrupted those impacted will be compensated at the per diem rate.

## **SECTION 3: PREPARATION TIME**

### **Preparation Time:**

#### ***Elementary School:***

General Education Classroom Teachers – Each teacher shall be provided with a minimum of five

30-minute continuous prep periods each week; administration will make every reasonable effort to provide one 30-minute continuous prep period each day.

***Middle School:***

General Education Classroom Teachers – Each teacher shall be provided with a minimum five 45-minute continuous prep periods each week.

***High School:***

General Education Classroom Teachers – Each teacher shall be provided with a minimum five 50-minute continuous prep periods each week.

Educators who teach outside the general education classroom setting shall be provided the same amount of preparation time as their colleagues at the same grade level, to be scheduled in blocks no less than 30 minutes.

**SECTION 4: COLLABORATION TIME:**

The District and Association agree to form a committee during the 2010-2011 school year to investigate possible collaboration options.

**SECTION 5: PAYMENT**

In accordance with state law, all employees shall be paid their basic contract in twelve (12) monthly installments. Each check shall contain one/twelfth (1/12) of the contracted salary except in situations where the employee and District mutually agree to the arrangements or except as stipulated by program requirements.

In the event of under or over payment, the District shall determine an arrangement for correction after consultation with the affected employee.

The District will make paychecks available to employees on the final business day of each month including the month of December.

**Extra Duty Pay**

Extra duty contracts will be issued to those employees who have been administratively assigned extra contracts and/or special assignments as listed in Appendix C. Such contracts shall be issued in conformity with RCW's and WAC's.

Activities as contained in Appendix C. shall be paid in the regular monthly payroll check. The employee will determine if payment for extra duties will be paid in a lump sum at the end of the work, spread out over the months the work takes place in, or spread out over the entire year.

**Curriculum and Staff Development Pay**

An effective staff development program is desirable to provide selected opportunities from professional growth of employees while meeting the needs of students.

Upon written request of an employee outlining how staff development/in-service activity could enhance professional growth and serve student needs, the building administrator may approve

such activity and authorize necessary and reasonable travel and meal costs. All expenses must be verified.

Allowable activities include but are not limited to:

- a. Release time for classroom observation and visitation within or outside the District.
- b. Released time for staff development workshops offered outside the District
- c. Other workshops or classes designed to meet student needs.
- d. Consultant assistance for staff involved in curriculum and innovation and change.

The District may develop staff development inservice activities including graduate courses, workshops, conferences and programs. The District shall provide clock hours or college credits for such offerings upon approval of offerings by the ESD or accredited university. The Association may recommend topics for such activities.

### **Clock Hours**

The District shall provide a minimum of 20 optional, clock hours each year.

### **SECTION 6: SALARY SCHEDULE PLACEMENT CRITERIA**

See Appendix D.

All bargaining unit members shall be placed on the state Allocation Model.

Under the rules of OSPI, employees shall be allowed full credit for previous experience.

Military service that interrupts an employee's work will be considered the same as teaching experience, to the maximum allowed under OSPI rules.

Official transcripts or grade slips from summer quarter, or written verification from educational institutions, must be turned in to the personnel office by September 30 or within forty-five (45) days of hire, whichever is later, in order to be counted for salary schedule advancement for the school year. Salary adjustments due to additional credits will be made in the October payroll.

Credits earned after the baccalaureate degree will be counted toward salary schedule advancement, as per OSPI rules.

State approved inservice and clock hours will be counted as college credit for salary schedule purposes at the rate of ten (10) clock hours for each credit.

### **SECTION 7: INSURANCE BENEFITS**

The District shall provide the maximum state funded amount provided for insurance benefits to each full time employee. Employees less than 1.0 FTE will receive a prorated share, based on percentage of FTE, of the maximum contribution.

The monthly contribution may be used to provide the programs listed below:

Required:

Dental – Delta Dental/WDS

Vision - VSP  
Voluntary:  
Blue Cross PPO 1, PPO 2, PPO 3, PPO 4  
Group Health

Other benefits available to employees but not funded from the amount provided are:  
Salary Insurance  
AFLAC

The District and Association mutually determine all plans. No plan may be implemented without prior written agreement between the parties.

The District will pay 100% of the HCA carve out per FTE.

### **Insurance Pool**

Through the 2015-16 school year, each year that the district meets the budget goal of five (5) percent in fund balance, the district shall provide up to \$7,100 for an insurance pool.

### **SECTION 8: SECTION 125 PLAN**

Payroll deduction(s) required for any programs listed may be provided via salary reduction through an Internal Revenue Code Section 125 Plan. The Section 125 Plan shall be established, administered and communicated to employees by the district at no cost to the employees.

### **SECTION 9: INSURANCE COVERAGE FOR ON LEAVE EMPLOYEES**

Employees may continue all insurance plans, at no cost to the district for up to two (2) years while on district-approved leave of absence.

### **SECTION 10: DISTRICT FINANCIALS**

Employees shall be informed monthly of the current district budget, capital outlay, and actual expenditures along with revenues.

The District shall provide monthly information to the CEA concerning state and federal grant opportunities including current and future grant applications, status of grant applications, funding allocations and reasons for grant denial.

**Article Duration and Signatory Provision**

This agreement shall be in full force and in effect from August 31, 2009 to and including August 31, 2010. Either party may upon written notice no later than sixty (60) days before expiration date, give notice of its intent to negotiate three openers each year of the duration of the contract. Upon mutual consent of both parties, this Agreement may be modified at any time.

In witness whereof, the parties hereunto set their hands and seal this \_\_\_\_\_ of 2011.

For Columbia Education Association

For Columbia School District #400

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Appendices

- |                            |             |
|----------------------------|-------------|
| Grievance Forms            | -Appendix A |
| Evaluation/Probation Forms | -Appendix B |
| Co-curricular Pay Schedule | -Appendix C |
| Salary Schedule            | -Appendix D |

**Complaint by the Aggrieved**

Please type or print:

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Home Address \_\_\_\_\_ City & Zip Code \_\_\_\_\_

School \_\_\_\_\_

Years in school system \_\_\_\_\_ Subject Area/Grade \_\_\_\_\_

Name of Association Representative \_\_\_\_\_

Statement of Grievance:

Action Requested:

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Please sign and date

**Decision of Principal**

To be completed by principal or other appropriate administrator within five (5) days of formal grievance presentation.

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal / Administrator \_\_\_\_\_

Decision of Principal / Administrator and reasons therefore:

\_\_\_\_\_  
Date of decision and signature of Principal / Administrator

Aggrieved person's response to be completed within four (4) days of decision:

\_\_\_\_\_ I accept the above decision of principal or administrator

\_\_\_\_\_ I hereby refer the above decision to the Superintendent for review

\_\_\_\_\_  
Signature of Aggrieved and date of response

**Decision by Superintendent**

To be completed by Superintendent of Schools within five (5) days after hearing with aggrieved.

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Date Appeal Received by Superintendent \_\_\_\_\_

Date of Hearing Held by Superintendent \_\_\_\_\_

Decision of Superintendent and reason therefore:

\_\_\_\_\_  
Date of decision and signature of Superintendent

Aggrieved person's response to be completed by aggrieved within six (6) days of decision:

\_\_\_\_\_ I accept the above decision of the Superintendent of Schools

\_\_\_\_\_ I hereby refer the above decision to the Columbia Board of Education for review

\_\_\_\_\_  
Signature of Aggrieved and date of response

**Decision by School Board**

To be completed by the Board Chairman within ten (10) school days after board meeting

Option 1

Option 2

Aggrieved Person \_\_\_\_\_

Decision of Board of Education of Columbia School District #400 and reason therefore, to be final decision:

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Date of Decision and signature of Board Chair

Aggrieved person's response:

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

\_\_\_\_\_ I do not accept the above decision of the Board of Education

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Date of response and signature of aggrieved

**Determination Regarding Arbitration**

To be completed by the Association President within five (5) days of receipt of request from aggrieved that grievance be submitted to arbitration

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Association President \_\_\_\_\_ Date of Request Received For Arbitration \_\_\_\_\_

Determination by Association:

\_\_\_\_\_ The Association, through its designated bodies, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interest of the school system. The grievance therefore is closed until the grievant continues as an individual.

\_\_\_\_\_ The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interest of the school system. The grievance therefore is hereby submitted to arbitration.

\_\_\_\_\_  
Date of Determination and signature of Association President

Designated of Arbitrator to be completed by the Superintendent and Association President or grievant within 10 days after submission for arbitration.

The parties have agreed upon and selected \_\_\_\_\_ as the arbitrator to whom the appended grievance is hereby submitted.

Date of Designation \_\_\_\_\_

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

Signature of Association President \_\_\_\_\_

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

**Determination of Arbitrator**

To be completed by Arbitrator within twenty (20) days after arbitration hearing.

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Date of request for arbitration \_\_\_\_\_

Dates of Arbitration Hearing \_\_\_\_\_

Decision of arbitrator and reasons therefore:

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Date of Decision and signature of arbitrator

### Observation Worksheet

EMPLOYEE \_\_\_\_\_ EVALUATOR \_\_\_\_\_

TIME ENTERED \_\_\_\_\_ OBSERVATION DATE \_\_\_\_\_

TIME DEPARTED \_\_\_\_\_

SCHOOL \_\_\_\_\_ GRADE or SUBJECT \_\_\_\_\_

Provisional [ ]                      Ninety Day [ ]                      Continuing [ ]

Pre - Observation conference date \_\_\_\_\_

Post- Observation conference date \_\_\_\_\_

#### I. INSTRUCTIONAL SKILL

The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

- \_\_\_\_\_A.      Makes provisions for differences in ability among students
- \_\_\_\_\_B.      Assesses pupil performance and uses the information to develop learning activities
- \_\_\_\_\_C.      Makes effective use of instructional equipment, materials and resource personnel
- \_\_\_\_\_D.      Provides a variety of activities in keeping with the maturity and attention span of the students
- \_\_\_\_\_E.      Implements lesson plans that are flexible and based on established learning objectives

Narrative: \_\_\_\_\_

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**II. CLASSROOM MANAGEMENT**

The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

- \_\_\_\_A.       Selects criteria and resources appropriate to the classroom
- \_\_\_\_B.       Organizes the physical setting so that it contributes to learning
- \_\_\_\_C.       Insists on proper care of equipment and materials, keeps necessary supplies and equipment in order
- \_\_\_\_D.       Is at duty station during assigned hours
- \_\_\_\_E.       Exhibits self-control, mature behavior and judgment

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. PROFESSIONAL PREPARATION AND SCHOLARSHIP**

The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a professional.

- \_\_\_\_A.       Reads journals and other academic material
- \_\_\_\_B.       Maintains academic background appropriate to the subject area or grade level
- \_\_\_\_C.       Recent classes, workshops or in-service attended \_\_\_\_\_

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. EFFORT TOWARD IMPROVEMENT WHEN NEEDED**

The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.

\_\_\_\_A. Responds positively to supervision and evaluation

Narrative: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**V. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS.**

The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.

\_\_\_\_A. Establishes and maintains order and discipline in the classroom

\_\_\_\_B. Shows consistency and fairness in dealing with student behavior

\_\_\_\_C. Disciplinary practices are appropriate to the student behavior

\_\_\_\_D. Exhibits self-control, mature behavior and professional judgment

\_\_\_\_E. Encourages students to develop courtesy, self-control, respect and responsibility

\_\_\_\_F. Enlist the assistance of supportive personnel

Narrative: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VI. INTEREST IN TEACHING PUPILS**

The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account, each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment, in working with pupils.

- \_\_\_\_A.       Demonstrates a commitment to his/her assignment
- \_\_\_\_B.       Evaluates individual student progress regularly and maintains records for report card and/or parent conferences
- \_\_\_\_C.       Makes provisions for individual student needs and interests
- \_\_\_\_D.       Dependable, demonstrates leadership: shows initiative and accepts responsibility

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII. KNOWLEDGE OF SUBJECT MATTER**

The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject, matter specialization(s) appropriate to the elementary and/or secondary level(s).

- \_\_\_\_A.       Demonstrates competence in subject matter or grade level

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VIII. CO-CURRICULAR RESPONSIBILITIES

- \_\_\_\_A. Willingness to accept his/her share of co-curricular assignments
- \_\_\_\_B. Times arrival and departure to assure adequate supervision
- \_\_\_\_C. Provides supervision during events
- \_\_\_\_D. Communicates effectively with parents

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adverse or Special Conditions

- Teacher Workload
- Availability of physical facilities and the learning environment
- Availability of supplies and equipment
- Preparation time for the evaluation
- Administrative support in dealing with student discipline
- None of the above
- Other

Evaluator's signature \_\_\_\_\_ DATE

Employee's signature \_\_\_\_\_ DATE

The employee's signature indicates that the employee has read and discussed the evaluation in a conference but does not necessarily imply agreement.

Final Evaluation Report

Observation Dates Current School Year \_\_\_\_\_

Employee \_\_\_\_\_ Evaluator \_\_\_\_\_

School \_\_\_\_\_ Grade or Subject \_\_\_\_\_

Pre-Observation Conference Dates \_\_\_\_\_

Post-Observation Conference Dates \_\_\_\_\_

Appraisal of Performance

Instruction Skill \_\_\_\_\_

Management in the Educational Setting \_\_\_\_\_

Professional Preparation and Scholarship \_\_\_\_\_

Effort Toward Improvement When Needed \_\_\_\_\_

Handling of Student Discipline and Attendant Problems \_\_\_\_\_

Interest in Teaching Pupils \_\_\_\_\_

Knowledge of Subject Matter \_\_\_\_\_

Co-Curricular Responsibilities \_\_\_\_\_

Adverse or Special Conditions

Teacher workload

Physical facilities and learning environment

Availability of supplies and equipment

Preparation time for the evaluation

Administrative support in dealing with student discipline

FINAL SUMMARY APPRAISAL

\_\_\_\_ SATISFACTORY

\_\_\_\_ UNSATISFACTORY

Evaluator's Narrative

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Evaluator's signature

date

Employee's Narrative

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Employee's signature

date

The employee's signature indicates that the employee has read and discussed the evaluation in a conference but does not necessarily imply agreement.

*Appendix C*

Annual	@ factor of .066
Band	@ factor of .086
Knowledge Bowl Advisor	@ factor of .047
Performing Arts	@ factor of .0165
Art/MS Yearbook	@ factor of .0165
Vocational Leadership Advisors*	@ factor of .072
FBLA Advisor*	@ factor of .072
FFA Advisor *	@ factor of .072
FCCLA Advisor *	@ factor of .072
Honor Society Advisor	@ factor of .020

Stipend for 1.0 vocationally approved assignment, prorated accordingly.

In addition to the above, other extra duty assignments, outside of school hours shall be paid as listed below:

**\$25.00 per hour**

Attending staff development  
Administration scheduled Parent conferences (beyond contract hours)  
Teaching Summer School  
Building and District Committees

Curriculum: The district will pay per diem rate for curriculum work on District and building directed curriculum initiatives.

Prior approval of building administration is required for these activities.

**\$20.00 per hour**

Chaperoning  
Directing high school student activities  
Moving from one assigned space to another  
Advising classes

Those employees, not covered under a stipend or extra-duty contract, who are required to stay overnight with students shall be paid \$100.00 per night.

Prior approval of building administration is required for these activities.

## Appendix D

The Washington K-12 salary allocation schedule for certificated instructional staff is produced by the Washington State Legislature. The current salary schedule can be located at <http://www.k12.wa.us/LegisGov/SalaryAllocations.aspx>