

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

NESPELEM EDUCATION ASSOCIATION

AND THE

NESPELEM BOARD OF DIRECTORS

September 1, 2020 - August 31, 2023

PREAMBLE	1
ARTICLE I - ADMINISTRATION	2
Section 1 - Definitions	2
Section 2 - Recognition	2
Section 3 - Status of the Agreement	3
Section 4 - Conformity to Law	3
Section 5 - Printing/Distribution	4
Section 6 - No Strike	4
Section 7 - Management Rights	4
Section 8 - Dues Deduction	4
ARTICLE II - BUSINESS	6
Section 1 - Association Rights and Responsibilities	6
ARTICLE III - PERSONNEL	8
Section 1 - Hiring Practices	8
Section 2 - Layoff and Recall	8
Section 3 - Just Cause	11
Section 4 – Election of Remedy	11
Section 5 - Employee Rights	11
Section 6 - Academic Freedom	11
Section 7 - Personnel Files	11
Section 8 – Evaluation of Certified Personnel	12
Section 9 - Staff Protection	32
Section 10 - Assignments, Promotions, Transfers and Vacancies	32
Section 11 - Individual Contract	33
Section 12 – Length of Work Day	34
Section 13 - Salary Payment	34
Section 14 - Salary Schedule Placement	34
Section 15 - Certificated Transportation Reimbursement	35
Section 16 - Insurance	35
Section 17 - Leaves	36
Section 18 - Employee Work Year	39
Section 19 - Employee Facilities	41
Section 20 - Supplies and Materials	41

ARTICLE IV - INSTRUCTION	42
Section 1 - Student Discipline	42
Section 2 - Orientation of Employees	42
Section 3 - Preparation Period	42
Section 4 - School and Classroom Visitation	43
Section 5 - Class Size	43
Section 6 - Head Teacher	44
Section 7 – Special Education Director	44
Section 8 - Job Share	44
ARTICLE V - GRIEVANCE PROCEDURE	45
ARTICLE VI - DURATION	49
APPENDIX A – 2016-2017 SALARY SCHEDULE	50
APPENDIX B - PROFESSIONAL EVALUATION FOR NON-TPEP PERSONNEL	52
INDEX	56

PREAMBLE

This Agreement is made and entered into by and between the Nesperlem Board of Directors, hereinafter called the "Board" or "District," and the Nesperlem Education Association, hereinafter called the "Association."

WHEREAS the Board and Association recognize the mutual obligation to bargain in good faith to effectuate the provisions of RCW 41.59, now therefore it is hereby agreed as follows:

ARTICLE I - ADMINISTRATION

Section 1 - Definitions

- A. *Association* shall mean the Nesperlem Education Association.
- B. *District/Board* shall mean the Nesperlem School District No. 14.
- C. *Parties* shall mean the District and the Association as co-signers of the Agreement.
- D. *Agreement* shall mean the Collective Bargaining Agreement signed by the parties.
- E. *Day* shall mean employee contracted work day unless otherwise noted.
- F. *Employee* when used hereinafter shall mean a member of the bargaining unit. Unless the context in which they are used clearly requires otherwise, words used in the contract denoting gender shall include both the masculine and feminine.
- G. *Superintendent* shall mean the chief administrator of the District.
- H. *President* shall mean the presiding officer of the Association.
- I. *Contract* shall mean the individual contract issued to each employee.
- J. *Act* shall mean RCW 41.59, the Educational Employment Relations Act.
- K. *RCW* shall mean the Revised Code of Washington
- L. *WAC* shall mean the Washington Administrative Code.
- M. *SPI* shall mean the Office of the State Superintendent of Public Instruction.
- N. *PERC* shall mean the Public Employment Relations Commission.

Section 2 - Recognition

The purpose of this Article is to recognize the right of the bargaining agent to represent employees in the bargaining unit with the Board.

The Board recognizes the Association as the exclusive representative for all regular full and part-time contracted certificated employees, and all 20/30 day substitutes for the applicable

salary provision of the Collective Bargaining Agreement employed by the Board. A twenty (20) day substitute is a person who has been employed as a substitute employee for twenty consecutive days in the District. A thirty (30) day substitute is a person who has been employed as a substitute for 210 (30 days) or more hours within any twelve-month period ending during the current or immediately preceding school year, and who continues to be available as a substitute employee in the District.

Employees not subject to the terms of the Agreement include short-term substitutes (substitutes working less than 20 consecutive days or 30 days within the calendar year), administrative personnel, or other staff as excluded as described in RCW 41.59.020.

Substitutes who have worked 20 consecutive days in the same assignment shall be paid at their per diem rate of pay (100% of daily rate of pay as placed on the Washington State Salary Allocation Schedule) beginning on the 21st day of work and for each day afterwards.

A 30-day substitute shall be paid at 75% of the {0, BA+0} position on the Nespelem Employee's Salary Schedule.

A 20/30-day substitute will not be covered by any other terms or provisions in this Agreement.

Section 3 - Status of the Agreement

This Agreement shall become effective when ratified by the Board and the Association.

Individual contracts between the District and an individual employee shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall supersede language in rules, regulations, or policies which is inconsistent with its terms.

The NEA President and at least two other members may meet with the superintendent/Principal to discuss issues related to the administration of this Agreement. A regular schedule may be determined and agenda items will be forwarded to the superintendent 48 hours prior to the scheduled meeting and the president and superintendent will forward the agenda to teams.

The NEA will be responsible for the minutes of each meeting and forward them to all participants.

Section 4 - Conformity to Law

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

Section 5 - Printing/Distribution

Within 30 days following ratification and signing of this Agreement by the parties, the Association shall prepare a document that can be posted to the Nespalem School District website, which will be maintained by the District. It shall be the Association's responsibility to distribute a copy of the Agreement to each bargaining unit member. It shall be the responsibility of the District to show an electronic copy of the Agreement to each applicant actually interviewed for employment with the District. Reasonable costs incurred in the printing of the Agreement shall be shared equally by the District and the Association.

Section 6 - No Strike

During the term of this Agreement there shall be no strike actions, slowdowns, picket meetings, nor any other meetings which may stop or impede normal school operations. There will be no lockout of the employees in the bargaining unit by the District as a consequence of any dispute arising during the term of this agreement.

Section 7 - Management Rights

It is jointly recognized and agreed that the parties to the Agreement share a common goal in the educational process to provide a superior education program within the framework of the limits of available resources. Employees covered by this Agreement have a continuing, professional commitment to the educational process, to young people, to their colleagues, and to the improvement of their own skills. The Board consists of citizens who are elected by and directly responsible to the community for the total education program. The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly recognize that pursuant to the laws of Washington State the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement. The Board reserves the right to create, combine or eliminate any position for just cause.

The rights, authority, duties and responsibilities of the Board shall be limited only by the specific and expressed terms of this Agreement; and the responsibility of the Board to bargain in good faith wages, hours, and terms and conditions of employment as defined by RCW 41.59.

Section 8 - Dues Deduction

All employees—may choose, as a condition of employment, be a member of the (education) Association and its affiliates. The District shall enforce this provision by deduction from the salary payments to members of the bargaining unit the dues required of membership in the bargaining representative (Association)—As stated on the membership form, a member may revoke their membership in writing to the Washington Education Association.

In the event that an employee covered by this Agreement challenges the provisions of this section, the Association agrees to defend, indemnify and hold harmless the District in any resultant action.

ARTICLE II - BUSINESS

Section 1 - Association Rights and Responsibilities

- A. Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official.
- B. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of (school) District facilities, provided such rate does not exceed the preferential rate charged to other private organizations.
- C. The Association shall be responsible for claims arising from accidents, theft and loss or damage resulting from the use of facilities during the Association use or activity, not otherwise covered by District insurance.
- D. The Association may use school office equipment during non-student contact time, providing that such equipment shall not be removed from school property. The Association recognizes that all equipment in a building is ultimately the responsibility of the Superintendent. Association use of school equipment will be permitted provided that:
 - 1. Such use is arranged in advance, is at reasonable times during non-duty hours and does not interfere with school operations.
 - 2. The use is strictly to service the legitimate business of the Association, such as of records, notices, correspondence, etc.
 - 3. The purpose is for internal business use of the Association and is not for public distribution.
 - 4. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.
- E. A copy of all Association materials intended for distribution or display within the District must be provided to the District by the Association.
- F. It is recognized and understood that the Superintendent is responsible for District facilities and operations. Accordingly, the use of District facilities shall be arranged in advance with

the Superintendent. District facilities and equipment shall not be utilized for meetings which may stop or impede normal school operations.

- G. In advance of each board meeting, the Board will provide to the President of the Association an electronic copy of the agenda and the previous board minutes. A copy of the agenda and supporting documentation will be posted to the Nespelem School District's website.
- H. The Board agrees to furnish to the Association public information concerning the financial resources of the District. The Board further agrees to supply available information which may be necessary for the Association to process any grievance or complaint.
- I. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above mentioned Association representative to report to the building Superintendent (District office) prior to contacting members in the building.

ARTICLE III - PERSONNEL

Section 1 - Hiring Practices

- A. All employees shall have a valid Washington State certificate. Non-certificated employees shall not be allowed to perform work in the instructional setting (classroom) which will substitute or replace an employee in his/her assignment or employment. All employees shall be placed on the annual salary schedule in accordance with this Agreement.

Section 2 - Layoff and Recall

Professional Personnel:

A. Programs, Services and Staff Retention

Prior to May 15, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year. If it is determined that such financial resources are not reasonably assured for the following school year, the Board shall adopt a modified educational program and identify those employees who will be retained to implement such a modified program and those employees, if any, whose contract will not be renewed. All such non-renewals of contract shall be in accordance with RCW 28A.405.210.

Administrative Procedures:

A. Programs and Services

1. If educational programs and services of the District are to be modified because of a lack of financial resources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified, or eliminated.
 - a. High priority will be given to maintaining reasonable pupil-teacher, ratios in the classroom.
 - b. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, reasonable effort will be made to maintain these programs to the limit of their categorical support (e.g., vocational education, federally supported programs, lunchroom, etc.).

2. In its efforts to retain as much of the basic educational program as the District's financial resources will permit, the Board of Directors shall make reductions in expenditures, where reasonable, and not categorically funded, in capital outlay, supplies and materials, contractual services, and travel.

B. Staff Retention

1. In the event there is modification of programs and services for financial reasons, the number of employees which are required to implement the modified educational programs and services shall be determined as provided in this policy.
2. In an effort to eliminate the necessity of nonrenewal or involuntary terminations, every reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following school year by reason of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated below:
 - a. Retirements
 - b. Resignations
 - c. Vacant positions will be filled by transferring currently employed employees within the District unless by reason of certification, training, or experience, no qualified person is available.
3. To ensure that the employees recommended for retention will be qualified to implement the educational program determined by the Board, all employees must possess such valid Washington State certificate(s) as may be required for the position(s) under consideration.
4. Each employee will, in accordance with the criteria set forth in paragraph C hereof, be considered for retention in the specialty held at the time of the implementation of these procedures, and in addition, in such additional specialties as any such employee may designate in writing to the Superintendent, provided that in order to qualify for consideration in any such additional specialty, the employee (1) must have or be qualified to obtain a certificate for that specialty, (2) must have had a minimum of one year's full-time professional experience teaching in each such additional specialty, or (3) must have the equivalent of a college major (45 quarter hours or 30 semester hours) or minor (15 quarter hours or 10 semester hours). Any written designations for consideration in additional specialties shall be submitted within five (5) days after any request for such information is made by the Superintendent. Employees will only be considered for additional specialties under this paragraph if they do not qualify for retention in the specialty held at the time of the implementation of these procedures.

5. Employees will be recommended for available positions within each specialty on the basis of District affirmative action goals and seniority (years of experience) as an employee in education in Washington State as recorded in the District Superintendent's Office. Within each specialty, the senior employee(s) shall be recommended for retention if the specialty is not eliminated. If ties exist, the preferences will be given to the employee(s) which is/are the furthest to the right in horizontal placement on the current salary schedule as credited by the District Superintendent's Office. If ties still exist, the preferences will be given to the employee(s) within the tie situation drawing a piece of paper with a number on it. The person(s) with the lowest number(s) will be the person(s) considered for retention.
6. Prior to May 15 of the year immediately preceding the school year in which the modified educational programs will take effect, the name of employees to be non-renewed or terminated, if any, shall be identified and submitted to the board for approval and action under RCW 28A.405.210.
7. All employees who are not recommended for retention in accordance with these administrative procedures shall be terminated from employment and placed in an employment pool for possible reemployment. Employment pool employees will be given the opportunity to fill open positions within the categories or specialties for which they are qualified. If more than one such employee is qualified for an open position the employee which was last non-renewed or terminated shall be the first offered such position.
 - a. When a vacancy occurs for which any employee in the employment pool is qualified, notification from the School District to such employee will be by certified or registered mail, or personal contact by the Superintendent or his designee. Such employee will have five (5) business days from receipt of the letter or from the date of the personal contact to accept the position.
 - b. If an employee in the employment pool fails to accept a position for which he/she is eligible, pursuant to this policy, such employee shall be dropped from the employment pool.
 - c. At the end of the school year in which any modified educational program is to be implemented, employees remaining in the employment pool shall be offered contracts for any available certificated position for which they are qualified.
8. Employees placed in the employment pool, shall be utilized as substitutes on a first priority basis.

9. Employees within the employment pool may pay their total medical insurance premium to the District, and in turn, the District will forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents will be included within the group medical insurance.
10. Any employee of the employment pool who accepts or signs a contract with another educational institution will disqualify himself/herself from the benefits of this section.

Section 3 - Just Cause

No employee shall be disciplined without just cause. All charges forming the basis for disciplinary action shall be made available to the employee and the Association at the time the action is taken. For purposes of this section, discipline shall be defined as verbal warning, written warning, suspension, nonrenewal or discharge.

Section 4 – Election of Remedy

In the event that an employee is non-renewed or discharged as per RCW 28A.405.210 or RCW 28A.405.300 and a hearing is requested then the employee and the Association may elect to submit the issue to Step III of the Grievance Procedure (binding arbitration) as opposed to the statutory hearing process in RCW 28A.405.310. Specifically excluded from this section are nonrenewal of contract and discharge. Such excluded actions are not subject to the grievance procedures. The exclusive remedy shall be as provided by statute. No disclosure shall be made by the District without employee written consent.

Section 5 - Employee Rights

The Board and/or the Association shall not discriminate against any employee or applicant for employment by reason of race, creed, color, marital status, gender identity, sexual orientation, religion, disability, political beliefs, mental or family status, age, national origin, domicile, or because of membership or non-membership in teacher organizations.

Section 6 - Academic Freedom

- A. Employees will be free to use their own methods of instruction, while following established District curriculum. Further, employees shall be authorized to supplement District provided materials with outside sources and materials. Such sources and materials which may reasonably be considered controversial shall be subject to prior approval by the Superintendent or his designee.
- B. Observation of an employee shall not be undertaken by mechanical/electronic means without employee consent and with at least 24 hours advanced knowledge to the employee.

- C. Any such observation as referenced in B above shall be for the purpose of instructional improvement and shall not be used as a means for administrative harassment.

Section 7 - Personnel Files

- A. All materials in the employee's personnel files will be available for inspection by the employee except his/her college or university confidential file. File 1 contains federal, state, and collegiate/university documents; file 2 contains District documents. The District shall maintain these as confidential files.
- B. An employee will have the right to comment on any material placed in the personnel file and to have such comments attached to the material in question.
- C. Derogatory information will be entered into an employee's file under the following conditions only:
 - 1. The employee will be notified, in writing, that such information has been placed in the file.
 - 2. The employee will be provided an opportunity to challenge the accuracy or appropriateness of such information.
 - 3. The employee will be provided an opportunity to enter a written statement of clarification or explanation of such information.

Section 8 – Evaluation of Certified Personnel

A. Teacher Evaluation – Purpose

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

- 1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
- 2. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, needs to improve his/her performance based on the current framework.

3. To assist classroom teachers who have identified areas needing improvement in making those improvements.

B. QUALIFICATIONS OF EVALUATORS

The term “Evaluator” shall mean the building principal of the classroom teacher being evaluated. The evaluator shall be made known to the classroom teacher within fifteen (15) working days of the beginning of the school year or within fifteen (15) working days of the first day of employment. Evaluations shall be made by the evaluating supervisor having the most direct contact and responsibility under the District organizational structure. In the event the teacher being evaluated does not work under the direct supervision of a building principal, a certificated administrator as designated by the Superintendent shall serve as evaluator.

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

Principals and administrators who have evaluation responsibilities shall engage in professional development designed to implement the evaluation system and maximize rater agreement. No teacher shall be evaluated by an administrator who has not been trained in the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. RCW 28A.405.120. New teachers to the district shall be trained on the current framework at the beginning of the school year utilizing school funding.

C. DEFINITIONS

1. The term “**Artifacts**” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Artifacts are a result of the natural process of teaching, and are not created specifically for the evaluation system.
2. The term “**Classroom Teacher**” shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teachers” does not include: counselors, librarians, instructional coaches, education specialists, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet this definition. Employees who do not meet the definition of classroom teacher will

be evaluated using the evaluation requirements, as per state law and as written in the 2013-2015 Collective Bargaining Agreement.

3. The term “**Component**” shall mean the sub-section of each criterion.
4. The term “**Evaluation**” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
5. The term “**Evaluation Criteria**” shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
6. The term “**Evaluation Report**” shall mean that document which becomes a part of the teacher’s personnel file.
7. The term “**Evidence**” shall mean any artifact, observed practice or results of the classroom teacher’s work that demonstrates the teacher’s ability and skills in relation to the instructional framework rubric. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher’s level of performance. It should be gathered from the normal course of employment.
8. The term “**Instructional Framework**” shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
9. The term “**Not Satisfactory**” shall Mean:
 - a. **Provisional Teachers and Non-Provisional Teachers with five (5) years or less teaching experience** in the State of Washington
 - i. Receiving a summative score of one (1) is not considered satisfactory performance.
 - b. **Non-provisional Teachers** with more than five (5) years teaching experience in the State of Washington.
 - i. Receiving a summative score of Unsatisfactory one (1) is not considered satisfactory performance.

- ii. Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.
10. The term “**Observation**” shall mean the gathering of evidence made through classroom or worksite visits for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.
 - a. A “**Formal Observation**” shall mean a documented observation that is pre-scheduled.
 - b. An “**Informal Observation**” shall mean a documented observation that is not required to be pre-scheduled.
 11. The term “**Rubrics**” shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
 12. The term “**Scoring Band**” shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

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

Component scores within a criterion will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.
 13. The term “**Student Growth**” shall mean the change in student achievement in subject-matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.
 14. The term “**Student Growth Data**” shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures.

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

15. The term “**Summative Performance Ratings**” shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient and Level 4 = Distinguished.

D. Provisional Teachers

1. Definition: The term “**Provisional Teacher**” shall mean any teacher in a teaching or other nonsupervisory certificated position. Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the teacher has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a level two (2) rating.
2. Evaluation Option: Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in section 8.6 Comprehensive Evaluation Option.
3. Ninety (90) day Observation: Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
4. Additional Observations: In the third year of provisional status, teachers shall be observed for a minimum of ninety (90) minutes during the evaluation year.

E. EVALUATION PROCESS

1. Notification – Within the first fifteen (15) days of each school year, or within fifteen (15) working days of the first day of employment, the classroom teacher will be notified whether the teacher will be evaluated using the comprehensive or focused evaluation system. When appropriate, evaluators may use group meetings for this purpose.
2. Teacher Self-Assessment – All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year’s

comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator.

3. Artifacts and Evidence

- a. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
- b. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated at the time of the post-observation conference, and be used to determine the final evaluation score.
- c. Artifacts should not be created specifically for the evaluation process, but should be "a natural harvest" of products generated in the course of the teacher's practice.
- d. The teacher may engage in artifact gathering and feedback conversations with the Evaluator / Principal during the course of the teacher's normal work throughout the year to further the goal of continued professional growth and consistent with good faith and mutual respect. Refer to 8.5.3.b The evidence provided by the teacher shall be incorporated at the time of the post-observation conference, and be used to determine the final evaluation score.
- e. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.

4. Documentation

The District shall adhere to the following:

- a. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file and removed after five years.
- b. Classroom teachers shall have access to their data collection account in subsequent years as long as they remain employed in the District. Upon separation of employment from the District this account shall be closed and no longer maintained by the District.
- c. Evaluators shall notify the teacher of any additional evidence submitted to data collection account within three (3) working days.

- d. Teachers shall not be required to share their self-assessment information utilized within the data collection system.
- e. Teachers shall not be required to use the data collection system; an acceptable alternative will be made available.
- f. Any and all data entered into the data collection system shall be considered confidential, and not be subject to public disclosure.

5. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class. See Article III, Section 6.

F. COMPREHENSIVE EVALUATION OPTION

A comprehensive evaluation will be required for all teachers who are provisional teachers or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every six (6) years.

1. Professional Goals – Comprehensive Evaluation

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

2. Pre-Observation Conference – Formal Observation

A pre-observation conference shall be held prior to a formal observation or series of observations. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation(s), and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

3. Formal Observations

- a. At least one formal observation shall be conducted within the first ninety (90) calendar days for provisional teachers. Non-provisional teachers shall be formally

observed within the first ninety (90) workdays of the school year. The first formal observation for both provisional and non-provisional teachers shall be prearranged. The total annual observation time cannot be less than sixty (60) minutes.

- b. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
 - c. As defined in RCW 28A.405.220, teachers in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time of no less than ninety (90) minutes.
 - d. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the teacher, and on days of an assembly or a modified schedule, unless mutually agreed upon by the teacher and the evaluator.
 - e. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework on the evaluation report form.
 - f. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the observation document prior to or during the post-observation conference and be used to determine the final evaluation score.
 - g. The final formal observation shall occur prior to May 15 of the year of the evaluation.
4. Post-Observation Conference – Formal Observation

The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.

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

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

5. Informal Observations

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

6. Final Summative Evaluation Conference

- a. Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- b. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 15th unless the evaluator and teacher mutually agree to a later date.
- c. If the evaluator judges the teacher be below Proficient the evaluator must articulate multiple points of evidence that deemed the score less than Proficient.
- d. When a final summative score is below Proficient and the teacher believes certain teacher evaluator evidence was not considered and/or the criteria were not objectively scored the teacher and shall mutually agree on one of the following:
 1. An additional formal observation by June 1st.
 2. An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the Association and the District.

- 3. Assignment of a new evaluator for the ensuing school year.
- 4. An additional observation by a different evaluator.
- e. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished or Proficient based on the evidence within a school year.
- f. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- g. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within five (5) days.
- h. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents.
- i. All required and final evaluation reports shall be promptly forwarded to the District's personnel office for filing in the employee's personnel file.
- j. If the employee disagrees with the report, the teacher shall have the right to attach any comments or explanations or artifacts as he/she deems necessary.

7. Comprehensive Evaluation Summative Score

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher's criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 392-191A-090.

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

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

8. Student Growth Impact Rating

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

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

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

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

9. Impact of Low Student Growth Score

A student growth score of “1” in any of the student growth rubrics (SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1) will result in an overall low student growth impact rating.

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

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

10. Student Growth Inquiry

Within two months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps.

The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided. If the examination still results in a low student growth score, the evaluator will examine some or more of the following:—goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.

If after the above two examinations, the classroom teacher still has a low student growth rating, the evaluating supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available resource personnel to work with the employee in improving his/her performance. If the supervisor and the employee are unable to agree on

a mutually acceptable plan, the evaluating supervisor shall prepare and deliver such a plan to the employee. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement and progress, and/or best practices related to student growth data collection and interpretation.

G. FOCUSED EVALUATION PROCESS

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for six (6) years before returning to the Comprehensive Evaluation.

The teacher may select from any of the eight (8) state criterion for each year they are assessed using the Focused Evaluation. If the teacher selects criterion 3, 6, or 8, the student growth rubrics within those criterion shall be scored. If criterion 1, 2, 4, 5, or 7 is chosen, the teacher must complete the student growth components in criterion 3 or 6 as per WAC 392-191A-120.

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

A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur prior to February 1st, unless mutually agreed upon by the teacher and evaluator. A change to comprehensive evaluation must be preceded by a least one (1) meeting to discuss the need to change, an opportunity for response and the decision.

1. Observations and Conferences

Observations and conferences for the focused evaluation shall follow the process set forth in Paragraph 8.6 2-5 (with the exception of 8.6-3.c – provisional employees).

2. Final Summative Score – Focused Evaluation

The score received for the selected criterion is the score assigned as the final summative score (Distinguished = 4, Proficient = 3, Basic = 2, Unsatisfactory = 1).

If the teacher is focusing on criterion one (1), two (2), five (5), six (6), or eight (8) a minimum of 50% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation. For criterion eight (8), only the one student growth goal will be scored.

If the teacher is focusing on criterion three (3), four (4), or seven (7) 100% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation.

Components scores within a criterion, and the included student growth scores, will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

H. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

1. Prior to the start of school, the Association will be notified if a continuing contract teacher with five (5) or more years of teaching, is judged below Proficient (-3).
2. When a teacher's summative score falls below Proficient, at least one of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:
 - a. The teacher shall be granted up to five (5) working days of district funded release time for mutually agreeable training related to the employee's plan for improvement.
 - b. The teacher shall be granted an additional/alternative certificated employee evaluator.
 - c. The teacher will be assigned to only one (1) work location, i.e., one classroom.
 - d. A mentor will be assigned.
 - e. The teacher may choose to participate in a voluntary structured support plan.

- f. Additional supports may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A-405-140).
3. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day/year.

In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) working days following the 1st Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

I. PROBATION

1. **Purpose:** The purpose of the probationary period, after Paragraph 8.8 SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE, is to give the teacher an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.200.

2. **Not Satisfactory:**

Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative score of one (1) are considered not satisfactory.

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

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

3. **Notice:** At any time after November 30th in this, the following year (See Paragraph 8.8), a teacher whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a mutually agreed upon, reasonable, written program for improvement no later than January 20th of the academic year. The notice to the teacher shall be signed by the Superintendent/Designee.

4. **Probationary Period:** A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 1st of the same school year.
5. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the teacher twice monthly to supervise and make written evaluations of the progress made by the teacher.

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

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

6. **Transfers:** The teacher may not be transferred from the supervision of the original evaluator during the period of probation. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district may occur. Exception: if the teacher views continued discrepancies in evaluation interpretations between the teacher and the evaluator, the teacher may authorize an Association representative to accompany him/her at all conferences required in this section, as indicated in 8.9.5. If the teacher views continued discrepancies in evaluation interpretations between the teacher and the evaluator, the teacher may request transfer or reassignment.
7. **Removal from Probationary Status:** The teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract teacher with five or fewer years of experience or of Level 3 or above for a continuing contract teacher with more than five years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than May 15.
8. **Failure to Improve:** If the probationary teacher has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or

before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes ground for finding probable cause for nonrenewal pursuant to RCW 28A.405.210 or RCW 18A.405. 300.

Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under 8.5 above, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term.

9. **Procedural Errors:** If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
10. **Provisional Teachers:** Provisional Teachers whose performance is deemed unsatisfactory shall be placed on probation in accordance with Article III. If non-renewed, a provisional teacher shall have access to the grievance process only up through Step III.

J. GENERAL REQUIREMENTS

1. **Work Site Limit:** All observations for the purpose of evaluation must be conducted with the knowledge of the teacher at the teacher's normal work site.
2. **Signatures:** The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the teacher, provided that the teacher's signature shall indicate only that he/she has received a copy of the observation and/or evaluation report, not that he/she necessarily agrees with its content.
3. **Copy and Response:** A copy of each observation shall be given to the observed teacher within five (5) working days of the observation. A copy of the evaluation shall be given to the teacher by June 1. Within fifteen (15) days, the teacher may submit written comments concerning the report which shall be attached to the report in the teacher's file.
4. **Principals' Yearly Working Files:** The principal's yearly working files shall be purged at the end of three school years, or no later than June 30, or when a new administrator/principal is hired.

5. **Surprise Bar:** Any item on the Evaluation Form that is marked with an “Unsatisfactory” must have been preceded with a written statement and/or formal conference with the teacher in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

K. USE OF EVALUATION RESULTS

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

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

8.12 – NON-CLASSROOM STAFF

1. Non-classroom staff shall not be part of the process of evaluation of certificated employees.
2. The short and long-form evaluation process as defined in Article III of the Collective Bargaining Agreement shall be used to evaluate non-classroom staff.

L. EVALUATION OF NON-TPEP PERSONNEL

1. Evaluation of professional performance of non-TPEP personnel in the District is an important process in the continuing improvement of the education program. Employees shall be evaluated during each year in accordance with the procedure and criteria hereinafter set forth. An employee appeal of this evaluation procedure through the grievance procedure shall be limited to the procedural application except in cases of gross information.
2. Responsibility for Evaluation

The Superintendent or designee shall be responsible for the evaluation of employees. Evaluations shall be made by the evaluating supervisor having the most direct contact and responsibility under the District organizational structure.

3. Evaluation Criteria

All employees shall be evaluated using an evaluation instrument incorporating the following basic criteria:

- a. Instructional skill
- b. Classroom Management
- c. Professional preparation and scholarship
- d. Effort toward improvement
- e. Handling of student discipline and attendant problems
- f. Interest in teaching pupils
- g. Knowledge of subject matter
- h. Personal and professional characteristics

All evaluations shall be documented on the evaluation report form annexed hereto as Appendix B. In completing the evaluation report form, the evaluating supervisor shall utilize the above criteria in the evaluating supervisor guides as set forth in Appendix B annexed hereto.

4. Required Evaluations

- a. All employees newly employed by the District shall be evaluated within the first ninety (90) calendar days after the commencement of their employment.
- b. All employees, including new employees, shall be evaluated annually. Such evaluations shall be completed not later than May 15 of the year in which the evaluation takes place.
- c. If the evaluating supervisor contemplates recommending an employee be placed on probation, an evaluation shall be made on or before January 15.

5. Other Evaluations

Evaluating supervisors may direct observations and evaluations other than those specifically required, at any time during the school year. Observations for the purpose of

other evaluations shall be documented and identify the date, time and length of observation. Evaluation reports based on such observations shall be completed in the same manner as in Number 7.

6. Observation Requirements for Required Evaluations

- a. Each employee shall be observed for the purpose of evaluation at least twice during each school year in the performance of assigned duties.
- b. Observation time for the purpose of evaluation shall total not less than 60 minutes during each school year. One observation period shall be a minimum of 30 minutes.
- c. New employees hired by the District shall be observed at least once during the first 90 calendar days of their employment period for a total observation time of not less than 30 minutes.

7. Evaluation Procedures

- a. Following each required evaluation observation, the evaluating supervisor shall promptly document the results thereof using the appropriate evaluation report form (Appendix B). The employee shall be provided with a copy of the evaluation report within five (5) business days after such report is prepared.
- b. The employee shall sign the District's copy of the evaluation report to indicate receipt of a copy, provided however, the signature of the employee does not indicate agreement with or approval of the report.
- c. All required and final evaluation reports shall be promptly forwarded to the District's personnel office for filing in the employee's personnel file.
- d. After completion of each required evaluation report, a conference will be held between the evaluating supervisor and the employee to discuss the report. If the employee disagrees with the report, the employee shall be entitled to append comments or explanations as he/she deems necessary.
- e. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the evaluating supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to

utilizing the services of available resource personnel to work with the employee in improving his/her performance. If the supervisor and the employee are unable to agree on a mutually acceptable plan, the evaluating supervisor shall prepare and deliver such a plan to the employee.

8. Probation

a. Evaluating Supervisor's Report

In the event the evaluating supervisor determines that, based on the evaluation criteria, the performance of an employee is unsatisfactory, the evaluating supervisor shall report the same to the Superintendent on or before January 20. The report shall include:

- 1) The evaluation reports on which unsatisfactory performance was indicated.
- 2) Identification of specific areas of deficiency
- 3) A specific and reasonable program designed to assist the employee in improving performance and remedying deficiencies, including specific objectives to be attained.

b. Probationary Period

- 1) If the Superintendent believes that the performance of the employee is unsatisfactory, the Superintendent may place the employee in a probationary status at any time after October 15 or before February 1 and ending on May 1. The employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:
 - a) Specific areas of performance deficiencies
 - b) A specific and reasonable program for improvement including specific objectives to be attained
 - c) A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in any area or areas of deficiency.
 - d) Other pertinent information.

- 2) In the development of the program for improvement the employee may request an Association representative to be present for assistance.
- c. Evaluation During Probation
- 1) Within five (5) days after the delivery of the probationary letter, the evaluating supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measure to be taken.
 - 2) During the probationary period, the evaluating supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Such evaluation shall be documented on the regular evaluation report form (Appendix B), in accordance with the procedures set out in Article III, Section 8, No. 7-Evaluation Procedures.
 - 3) The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically set forth in the notice of probation.
- d. If the probationary employee has not been previously removed from probation, the evaluating supervisor shall submit a written report to the Superintendent not later than May 1. The written report shall indicate the employee's performance during the probationary period and contain a recommended course of action to be taken by the Superintendent. If the employee has demonstrated an acceptable level of performance, the report shall include a recommendation for renewal of contract. In any case, the Superintendent shall notify the employee in writing no later than May 15 if his/her contract is to be non-renewed.
- e. The District agrees to employ a hearing officer for a nonrenewal hearing if so requested by the employee.

THE PROFESSIONAL EVALUATION INSTRUMENT FOR NON-TPEP PERSONNEL IS REFERENCED IN APPENDIX B.

Section 9 - Staff Protection

The District shall provide personal property and liability protection for employees as required by RCW 28A.400.370.

Section 10 - Assignments, Promotions, Transfers and Vacancies

- A. Grade, subject, school and activity assignments shall be made by the District based upon the needs of the District and the demonstrated skill, ability and professional qualifications of each employee to fulfill those needs. To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualifications in specialty areas.
- B. In the determination of assignments and transfers, the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer or reassignment, the following procedure shall be used annually:
1. The employee shall request in writing by February 15 and such request shall be kept on file by the District.
 2. Employees who have a pending request for transfer or reassignment shall be interviewed for any position which they have requested and for which they are qualified.
 3. Prior to the beginning of the school year, the Superintendent or designee shall notify in writing or by personal conference each employee whose request for transfer or reassignment to an open position was not granted and the reason(s) for not granting the request.
- C. Employees shall be notified no later than May 30 of their tentative assignments for the ensuing school year. Immediate notification in writing of any changes to tentative assignments shall be sent to the involved employee. Employees will be assigned on the basis of the needs of the District, the employee's qualifications and the expressed preference of the employee. When it is not possible to meet all conditions, employees will be assigned first, in accordance with the needs of the School District; second, where the employee is most qualified; third, the expressed preference of the employee.
1. Vacancies will be filled according to the following considerations:
 - a. Any vacated or newly created position including administration positions will be posted except that a vacancy created as a result of a transfer need not be announced. This posting will be prior to the hiring of any person either from within or without the District. Prior to placement of an individual from outside the District the Superintendent or designee will review pending requests for transfer from employees

desiring transfer. Public notice of positions open will not be released prior to in-District posting.

- b. Except in unusual circumstances, transfers will be made at the end of a semester.
 - c. Once during each school year the District will provide each employee the opportunity to request a written change of assignment applicable to the following school year.
2. Should it be necessary to transfer an employee to a different grade level and/or subject as much notification as possible will be given, in writing, by the Superintendent to the employee being transferred.

Section 11 - Individual Contract

- A. The District shall provide each employee a contract for regular assignments in conformity with Washington State law, State Board of Education regulations, and this Agreement.
- B. Each employee will receive three (3) copies of their current contract. One (1) copy is retained by the employee at the time of signing; two (2) copies are forwarded through the District office. A properly executed copy shall be returned to the employee.
- C. The length of an assigned employee contract shall be 180 days in total. Any extension of contract days shall be computed in 1/180 full per diem of that employee's contract rate of pay.
- D. There shall be a supplementary employee contract for specified co-curricular and special assignments which shall not exceed one year and shall be in accordance with statutory provisions. The District shall advise employees in writing not later than May 15 if the individual supplementary employee contract is not renewed for the next school year. The District shall state the reasons in writing to the employee. Employees who do not receive notice for termination of the supplementary employee contract shall have the right of appeal through the grievance procedure.

Section 12 – Length of Work Day

- A. All employees may be assigned appropriate starting and dismissal times, provided their workday shall be no longer than seven and one-half (7-1/2) consecutive hours, including a continuous thirty (30) minutes duty free lunch period.
- B. The workday may be extended no more than fifteen (15) minutes to provide for a faculty or curriculum meetings no more than one (1) day per week.

C. The workday may also be extended for the annual parent conferences.

Section 13 - Salary Payment

Checks shall be issued on the last working day of each month except during June, July, and August unless not received for reasons out of District control. Checks shall be issued on the last business day for June, July, and August.

Employees' basic salary schedule: See Appendix A. When school is not in session, paystubs will be mailed to the recipients at their provided address.

Section 14 - Salary Schedule Placement

Salary Schedule placement shall be as follows:

- A. SPI rules and regulations governing experience and educational credit placement on the current state allocation model shall govern individual placement on the salary schedule (Appendix A).
- B. The District shall pay the employee's hourly rate of pay of 1/180 contracted work days/7 hours for duties assigned outside the normal workday.
- C. District authorized certificated club advisors will be paid an honorarium of \$750 per club approved by the District.
- D. In the event the District is found to be out of compliance, the parties will meet to negotiate the effect of noncompliance, provided however, that the District will not be delayed in taking necessary action to bring salaries into compliance.

Bargaining unit employees shall only be liable for the portion of noncompliance that they created as a result of this salary settlement.

- E. The parties agree to meet at such time as the S-275 data is available upon request to adjust individual salaries as appropriate.

Section 15 - Certificated Transportation Reimbursement

Employees shall be reimbursed at the IRS rate per mile when acting in accordance with assigned duties while using a personal car.

Section 16 - Insurance

The District shall provide qualified employees with insurance benefits that align with rules and regulations set by the SEBB (School Employees Benefit Board.)

A. Availability

1. Employees are qualified if they work or are projected to work a minimum of 630 hours during the year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits.
2. For purposes of benefits provided under SEBB, a school year shall mean September 1- August 31. The effective date of coverage is the first day of the month following the day the employees begins work.
3. Open enrollment begins as per SEBB rules.
4. Individuals must enroll online themselves or with forms provided by SEBB.

A. Benefits

1. The qualified employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance, and long-term disability insurance. Employees may select optional benefits at their own expense.
2. Employees will select a carrier approved by SEBB and available in the county they live in or as SEBB rules.

B. Premiums

1. The District shall pay their portion of the employee premium as established by SEBB.
2. Employees will be responsible for their portion of the premium.
3. Premium surcharges will be paid by the employee.

C. Benefit Determination

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

- D. Should any contract language be found not to be followed under state law/or SEBB rules, state law and SEBB rules shall govern.

Section 17 - Leaves

The Board realizes that employees will of necessity be absent from work from time to time. The Board recognizes the following types of leaves:

A. Illness, Emergency and Emergency Leaves

Every employee holding a regular full-time position shall accrue a total of twelve (12) days with pay for illness, injury and emergency leave, for each school year. Unused leave under this provision shall accumulate to the number of days of the length of the employee's yearly contract. Every employee holding a part-time position shall accrue such leave with pay in proportion to the relationship of their workday to the District workday.

Sick leave may be applied to absence caused by illness or injury to an employee and/or his/her immediate family. Immediate family is understood to include spouse, domestic partner, children, step-children or other dependents living in the employee's home; brother, sister, parents, parents' in-law, step-parents, grandparents, grandchildren, uncle, aunt, niece, cousin, or any person if living in the household. Sick leave may be used for medical, dental, or ocular appointments. When absence during working hours for this purpose is authorized (48 hours in advance by the appropriate supervisor in any instance) involving use of a fraction of sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour. In the event of an emergency condition, the 48-hour advance authorization may be waived by the employee's supervisor. The employee may be requested to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the Superintendent or designee for illness extending over five (5) days of absenteeism.

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

When an employee will be absent from work due to illness the employee shall give notice to the principal or the person designated by the Superintendent to receive such notice not later than 7 a.m. of the first day of illness. If the absence is to be for consecutive days, the District should be notified of the expected date of return.

An employee who is unable to perform duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave for the conclusion of the year. Leaves for these conditions may be renewed once. Application for leave and application for renewal of leave of absence for such condition shall be made to the Superintendent in writing.

Each certificated employee who has accumulated more than 60 days of sick leave on the books may be cashed out based on the following formula: number of days accumulated,

above 60, times 1/180 of the employee's current annual salary as dictated by salary placement, times 25% will equal the employee's cashout amount.

B. Maternity Leave

An employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when she will return to work. Sick leave shall be granted under "Sick Leave" contained herein. In the event sick leave has been exhausted, then the employee may be granted a leave of absence under "Other Leaves" contained herein.

C. Paternity Leave

The employee may be allowed use of up to five (5) days of sick leave to attend to the birth of his child. The employee, if qualified, shall be allowed additional leave as regulated under the Family and Medical Leave Act (FMLA). The leave may be extended by the Superintendent or designee.

D. Parenting Leave

An employee may be allowed up to one (1) year of unpaid leave for the purpose of parenting an infant. Before returning he or she must notify the District by May 1 if he or she intends to return for the next school year. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

E. Leave Sharing

Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition as defined by WAC 392-126-065. The District shall require the employee or his/her legal representative, to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition, or orders verifying the employee has been called to service in the uniformed services. (WAC 392-126-095).

An employee who has an accrued sick leave balance of more than sixty (60) days is allowed to transfer sick leave to another employee as specified above.

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

All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave. (WAC 392126080, 3)

Approval, based on state criteria, must be obtained through the District administration prior to any receiving of donated sick leave.

F. Bereavement Leave

Five (5) days leave shall be granted per school year with pay for bereavement in the event of death of any member of the immediate family. Immediate family includes spouse, domestic partner, son, daughter, step-son, step-daughter, mother, father, parents-in-law, or any person living in the same household. This leave also includes: brother, sister, step-brothers and step-sisters, grandparent, grandchild, aunt, uncle, niece, nephew.

Up to seven (7) hours leave per work year with pay may be authorized by the Superintendent for the death of a friend, community member, or tribal elder per work year.

G. Personal Leave

Personal leave of three (3) days shall be granted with pay. Such leave is noncumulative. Personal leave may be taken at the employee 's discretion, due to a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee 's absence. Personal leave shall be granted as either one-half or one full day. Except in emergency cases, the employee shall inform the Superintendent/Principal a minimum of 24 hours in advance of the leave. Employees who do not use all of their personal leave days may cash them out in July at the substitute rate of pay.

H. Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. WAC 357-31-315 Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay.

I. Military Leave

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

J. Attendance at Meetings and Conferences

Leave of absence without deduction of pay and with reimbursement of authorized expenses shall be granted to attend professional meetings or visit other schools on authorization of the Superintendent. When necessary, the District shall provide substitute employees to perform the duties of employees who have been granted leave to attend professional meetings.

K. Association Leave

Up to four (4) days aggregate District paid leave per school year shall be provided for Association business. Only one (1) employee may take Association leave at any one time. Leave shall be granted upon Association request. Notification of the leave shall be submitted by the Association president in writing to the Superintendent two (2) days before the leave is to take effect. The administration shall be responsible for securing a substitute where necessary and the cost of the substitute shall be borne by the Association.

L. Other Leaves

Leaves of absence up to one (1) year without pay may be granted employees for the purpose of study, travel, recuperation, working in a professionally related field, Association or Association related business. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District. Such leave may be renewed for up to one (1) additional year.

M. FMLA and PFML

Employees are eligible for FMLA if they have worked 1250 hours in the previous twelve (12) month period. Each eligible employee is entitled to twelve (12) work weeks of family and medical leave (FMLA) during any twelve (12) month period, or twenty-six (26) work weeks to care for a covered service member. Weekends, holidays and school breaks that fall within an employee's FMLA leave, do not count toward the employee's FMLA entitlement.

When an employee is utilizing FMLA, the District will continue to pay the District's portion of the SEBB premium contributions on behalf of the employee. FMLA shall run concurrently with other leave benefits. If two employees, who are spouses or domestic partners are both employed by the District, they shall each individually receive (12) weeks of FMLA for any qualifying event, including care of a parent or parental bonding (24) weeks total, and may utilize their FMLA entitlement separately or simultaneously.

Family leave may be taken to care for a child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner with a serious health condition. Family leave may also be taken for the birth of a child and to care for a newborn child or for the

placement of a child with the employee for adoption or foster care. Medical leave may be taken for the employee's own serious health condition.

A serious health condition shall be defined as a medical emergency, or any illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment and certification by a health care provider.

Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay, and other terms and conditions of employment as held prior to the leave.

PFML

The District will comply with the WPFL (Washington Paid Family Leave) / PFML (Paid Family Medical Leave) to the extent required by law, the cost of the premiums shall be split as per the RCW. Procedures for use of such leave shall be established by WAC. The District shall maintain their portion of medical benefits when an employee is on leave as defined the WAC and the FMLA regulations. The employee shall continue the same out of pocket as prior to leave.

Section 18 - Employee Work Year

Each employee shall be given a base contract congruent with the number of days in the state allocation model (SAM).

A. Supplemental Days:

The employee work year shall consist of 180 school days (salary based on the current state allocation model), plus one (1) District work day, being the in-service day prior to commencement of the school year, to be paid at each employee's per diem hourly rate, dependent on funding source. Three (3) early closing days when employees are expected to return to school for school-community activities will be the fall open house, fall conferences, and the Christmas program. Additionally, one-half (1/2) release day will be granted each quarter for the purpose of preparing reports.

Each year prior to Spring Break, the Association and District will enter into discussions concerning the ensuing year's work year. Items open for discussion will be:

1. School year start date
2. School year end date
3. Two-week consecutive winter break dates
4. One-week spring break dates

5. Optional training days

If no agreement on a work year has been reached by June 1, a mediator agreeable to both parties shall be called in to mediate the differences. Both parties shall share equally in all costs involving mediation. In the event mediation fails to bring about an agreement by July 31, the District reserves the right to implement the school year start date of its last proposal for the upcoming school year.

- B. In the event of emergency closure, the makeup days will be determined by the Board after consultation with the Association. It is further understood that the calendar shall not be substantially different from that of the Grand Coulee Dam School District.
- C. Optional training days implemented into the State Allocated Model (SAM) on the LEAP Salary Schedule shall be in 3.5 or 7 hour blocks of time. These hours shall be spent on activities related to improving student learning consistent with the education reform implementation and shall include: inservices, workshops, educational team collaboration, or classroom improvement activities.

Such activities may occur on site at Nespelem School or off site subject to the opportunities for activities related to student learning improvement but must be approved before by the Superintendent.

Employees will provide the District with documentation for the hours worked.

- D. Twenty-four (24) hours will be allowed between contract years for the ensuing school year preparation at times mutually agreed upon by the employee and Superintendent or his/her designee to be paid at each employee's per diem hourly rate. The employee will log such hours as prescribed with the Superintendent or his/her designee.
- E. Employees who are required to move from their classroom to a different classroom will be allowed up to 16 hours of additional time at 0.5 their hourly per diem rate (1/contracted work days) for extra tasks related to moving.
- F. During any calendar year, employees who are required to change grade levels, including combination classrooms, will be allowed twenty-eight (28) hours of additional time at their per diem rate for curriculum implementation of the newly assigned grade level.
- G. In the event the school district implements a school-wide curriculum (not a textbook adoption); negotiations will immediately open on extra per diem hours for those employees involved in the implementation.

Section 19 - Employee Facilities

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

- A. Adequate space to safely store instructional materials and supplies; A lockable space to secure personal belongings
- B. A furnished faculty lounge and a work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- C. A serviceable desk and chair and a filing facility of adequate size in each classroom;
- D. Well lighted and clean restroom, separate from student restrooms.

In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area, and outside door of their assigned building.

Section 20 - Supplies and Materials

- A. The District shall make available to each employee, a budget of \$250 for educational and/or curricular related materials and supplies. Employees should use a purchase order whenever possible.
- B. The District shall allow the building-level staff to be included in the decision-making process of purchases of non-consumable instructional supplies, materials and/or equipment prior to the Board of Directors' approval.

ARTICLE IV - INSTRUCTION

Section 1 - Student Discipline

The District will develop and adopt a student discipline policy in accordance with state law and State Board of Education guidelines and each employee shall carry out this policy.

The District will support and uphold each employee in the maintenance of good order and discipline provided the employee's actions are in accordance with the above-mentioned policy.

The Superintendent or designee shall give response to the employees' requests regarding discipline problems as soon as is reasonable.

The Superintendent shall be responsible to designate one employee to handle discipline problems only when no administrator is present.

The District will regularly train all staff in student discipline procedures.

Section 2 - Orientation of Employees

At the annual meeting of all employees prior to the opening of school for students, the president of the Association or designee and the Superintendent or Board chairman shall have time to address the employees.

The names of all employees and their assignments shall be provided to each employee by October 1.

Section 3 - Preparation Period

All employees directly involved in classroom instruction shall be granted a minimum of fifty (50) minutes of preparation time during each school day, exclusive of the duty-free lunch period and the thirty (30) minutes opening of school in the morning and thirty minutes (30) after the closing of school in the afternoon.

In order to maintain the employee preparation time before commencement of each school day, employees shall instruct arriving students to deposit their belongings in their desks or lockers when they first enter the building and to proceed to the designated area(s) until the first school bell sounds, signaling students to walk to their assigned classrooms. The primary purpose of the preparation period is for preparation, planning, parent conferences, and evaluation conferences.

Section 4 - School and Classroom Visitation

All visitors to the school and/or classroom shall obtain the approval of the Superintendent or designee and the Superintendent will confer with the employee prior to approval of classroom visits. If visitors arrive unannounced, the employee shall immediately notify the Superintendent or designee. The Superintendent will attempt to afford the employee an opportunity to confer with the visitor after the visitation. Policy and procedures regarding classroom visitations will be developed and made a part of the policies and procedures manual. Classroom visitations shall be pursuant to legal law.

Section 5 - Class Size

A classroom overload exists whenever more than 26 students, one certificated employee, and one full-time aide are assigned to any kindergarten classroom; or when more than 27 students, one certificated employee, and one full-time aide are assigned to any grade one, two, or three level classroom; or when more than 29 students, one certificated employee and one full-time aide are assigned to any grade four through eighth grade classroom. In the event that it appears an overload may develop, an attempt will be made to alleviate the condition.

In the event an overload exists, it will be resolved in one of three ways.

1. The class above or below the overload grade level will receive a portion of the students determined primarily by independent work capabilities, and sociability.
2. If a condition exists when the grade level above and below the overload class are at capacity, additional staff will be added to reduce the load at all three levels; however, not having more than two grade levels in any one classroom. The criteria used for dividing the classes will be independent work capabilities, and sociability.
3. If the overload is not reduced by the grade below or the grade above receiving a portion of the students from the classroom where the overload exists or additional staff have not been added to separate the students by grade level, the teacher in the classroom with the overload of students will receive one (1) hour of per diem pay per week for each student over the maximum number allowed for that grade level; or 30 minutes of paraprofessional time per day per student for each student over the classroom maximum, or as long as the overload exists.

When an overload condition exists at the kindergarten level, and two kindergarten classrooms are in operation, the two classrooms will operate two half-day sessions dividing the students into four equal groups.

Section 6 - Head Teacher

- A. The position of head teacher, the need determined by the Superintendent, is to be paid on a supplemental contract at 10% of the salary base. The rate of compensation shall be subject to renegotiation each year.
- B. Five work days with a paid substitute will be provided each school year.

Section 7 – Special Education Director

- A. Continue with current strategy of one day/week office time or training time dependent upon funding source. See supplemental contract for before/after school year duties.

Section 8 - Job Share

Job share shall be defined as "two employees sharing one teaching assignment." All requests for job sharing shall be subject to approval by the Nespelem School Board. Prior to May 15th the District will determine whether a teaching position will continue as a job share position. The terms of the job share agreement shall be as follows:

1. The employee's salary shall be .5 of their current placement on the certified salary schedule.
2. Job share employees shall receive 50% of the employee benefit package.
3. Job share employees shall be responsible for developing a calendar each month and present it to the Superintendent. The calendar shall detail the employee's monthly schedule. The calendar shall follow a set pattern. (Example - Monday, Tuesday and every other Friday.)
4. In the event of illness/personal business employees will, when at all possible, trade days eliminating necessity of a substitute employee for their teaching station.
5. Both employees shall be required to be at all school programs/activities and school conferences.
6. Job share employees will be responsible for writing a letter detailing their program to parents and eliciting parent input.
7. Employees shall be given credit on the salary schedule on a prorated basis for each year worked as part of a job share position.

ARTICLE V - GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievance of the Association and of employee of Nesperlem School District No. 014 in matters related to the application and interpretation of this Agreement.

Definitions as used in this statement:

- A. ***District*** - Nesperlem School District No. 014
- B. ***Board*** - District's Board of Directors
- C. ***Superintendent*** - District's chief administrative officer
- D. ***Employee*** - Any member of the bargaining unit as defined in recognition
- E. ***Association*** - Nesperlem Education Association, recognized bargaining representative
- F. ***Grievant*** - An employee, a group of employees or the Association filing a grievance
- G. ***Grievance*** - Shall be a written statement by a grievant that a disagreement exists over the interpretation or application of the expressed term or terms of this Agreement between the Association and the Board. All grievances shall contain a concise statement of the disagreement and the expressed contract provision which is allegedly violated.
- H. Words denoting ***gender*** shall include the masculine, feminine, and neuter, and words denoting number shall include singular and plural.
- I. ***Days*** - those days which the District office is open. When a grievance is submitted on or after June 1, the time limits shall consist of all week days, Monday through Friday, excluding holidays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

At least one Association representative may be present for any meetings, hearings, appeals, or other proceedings relating to a grievance in writing to the Superintendent directly, and the processing of such a grievance shall be commenced at Step II. The Association may process such a grievance through all steps of the procedure, even though there is no individually aggrieved person who wishes to do so. Class grievances involving the administrator above the building level may be filed by the Association at Step II.

In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of this Agreement.

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

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

All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance. All documents, communications and records dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file; and two (2) years after the adjustment has resulted, all such documents, communications, and records, except a record of the grievance and final adjustment thereof, shall be destroyed. If the grievant so requests in writing a record of the final adjustment of the grievance may be placed in the personnel file.

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

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

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

Time limits outlined in the procedure are to be considered as maximum and every effort will be made to resolve the matter before the close of the school term or as soon as possible thereafter.

Procedure - Step I

The parties involved acknowledge that it is usually most desirable for a employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within ten (10) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis for grievance, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and/or Association and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step II

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

Step III

If the grievance has not been resolved at Step II or if no decision has been rendered within ten (10) days after presentation of the grievance in Step II, appeal may be made to the Board through the secretary of the Board. Upon receipt of the appeal, the secretary of the Board shall arrange a meeting of the Board to take place within ten (10) days or at the next regularly scheduled Board meeting, whichever time period is longer. A written decision shall be issued within five (5) days after the meeting.

Step IV

If the grievance has not been resolved at Step III or if no decision has been rendered within five (5) days, after the Board meeting, the Association may submit the grievance to binding arbitration within twenty (20) days after the Board meeting. Within ten (10) days after such written notice of submission to binding arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to

serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. Such request shall indicate the preference for local arbitrators. The arbitrator selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue the decision in writing not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and briefs are submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.

The expense of arbitration shall be born equally by the Board and the Association.

Jurisdiction of the Arbitrator

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

The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law.

ARTICLE VI - DURATION

This Agreement shall be effective as of September 1, 2020 and shall continue in effect until August 31, 2023.

The state IPD shall be added to the salary schedule annually. Reopeners are limited to legislative impact.

The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining.

The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement.

FOR THE BOARD

FOR THE ASSOCIATION

Superintendent

Association President

Board Chairperson

Association Negotiator

Dated this ____ day of August, 2020

APPENDIX A – 2018-2019 SALARY SCHEDULE

NESPELEM SCHOOL DISTRICT NO. 014

This was increased by 2% for 2019-2020 see previous page and update with new schedules.

Step	2018-2019								
	SA	SA+1	SA+2	SA+3	SA+4	SA+5	SA+6	SA+7	SA+8
0	40,760	41,881	43,001	44,145	45,313	46,505	47,722	48,964	50,231
1	41,309	42,425	43,560	44,713	45,880	47,069	48,279	49,511	50,766
2	41,831	42,950	44,100	45,261	46,433	47,627	48,843	50,081	51,341
3	42,370	43,508	44,680	45,864	47,060	48,278	49,517	50,787	52,088
4	42,928	44,080	45,273	46,485	47,707	48,950	50,214	51,508	52,833
5	43,506	44,670	45,875	47,100	48,345	49,610	50,895	52,210	53,555
6	44,105	45,280	46,490	47,725	48,980	50,255	51,560	52,895	54,260
7	44,725	45,910	47,130	48,375	49,640	50,925	52,240	53,585	54,960
8	45,366	46,560	47,790	49,045	50,320	51,615	52,940	54,295	55,680
9		47,221	48,470	49,740	51,030	52,340	53,680	55,050	56,450
10			49,357	50,666	52,000	53,368	54,760	56,185	57,645
11				52,990	54,380	55,798	57,245	58,720	60,225
12				55,760	57,165	58,598	60,058	61,545	63,060
13					60,575	62,008	63,468	64,955	66,470
14					63,998	65,447	66,920	68,418	69,940
15					67,513	69,048	70,608	72,195	73,808
16 or more					71,127	72,688	74,275	75,888	77,528

Memorandum of Understanding and Extension of the Collective Bargaining Agreement

The parties agree to extend all terms and provisions of the Collective Bargaining Agreement until August 31, 2020.

In accordance with RCW 28A.400.205, the salary schedule shall be increased by the state provided COLA in the amount of 2% in all cells for the 19-20 school year.

Union President

Josia Vaughan

Date

August 26, 2019

*for the
Naspelem Education
Association*

Superintendent

Mary A. Hall

Date

8/26/2019

*for the
Naspelem School District*

Professional Preparation and Scholarship:

_____ A. Possesses and maintains appropriate academic background in specialty area.

Comments: _____

Knowledge of Subject Matter:

_____ A. Possesses and maintains competence in specialty area.

Comments: _____

Instructional Skill:

- _____ A. Utilizes teaching techniques which:
1. Make provisions for differences in ability among students;
 2. Provide for the previous knowledge;
 3. Make effective use of instruction equipment, materials, and resource personnel;
 4. Provide a variety of activities in keeping with the maturity and attention span of the students;
 5. Implement lesson plans but permit flexibility.
- _____ B. Gives explanations, assignments, and directions clearly.
- _____ C. Makes appropriate assignments.
- _____ D. Strives to motivate students by making lessons interesting and challenging.
- _____ E. Strives to help students to develop acceptable work habits and study skills.
- _____ F. Evaluates lessons and units of study by assessing student achievement.
- _____ G. Establishes immediate and long-range instructional objectives.
- _____ H. Prepares written plans to meet instructional objectives.
- _____ I. Plans for continuing evaluation in lessons and units, and utilizes the results in planning subsequent lessons.

Comments: _____

Classroom Management:

_____ A. Selects and prepares equipment and materials in advance of lessons.

- _____ B. Maintains orderly, attractive, and stimulating classroom environment and atmosphere, within the limits of the facilities and materials available.
- _____ C. Provides plans for a substitute teacher.
- _____ D. Considers abilities, interests, and present performance skills of students in planning.
- _____ E. Is consistently prompt and accurate with reports.
- _____ F. Communicates effectively with parents.

Comments: _____

Handling of Student Discipline and Attendant Problems:

- _____ A. Uses a planned assertive discipline program.
- _____ B. Maintains written documentation on each student's infractions and actions taken by the instructor.
- _____ C. Documentation regarding parent/teacher conferences related to their child's infractions and plans for behavior modification.
- _____ D. Maintains documentation regarding parent/teacher contacts and/or conferences related to students having poor attendance practices or habits, and a plan of correction of such practices or habits.

Comments: _____

Interest in Teaching Pupils:

- _____ A. Strives to develop rapport with the student as an individual.
- _____ B. Deals with personal information and communication in an ethical manner.
- _____ C. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
- _____ D. Provides guidance and assistance for students.

Comments: _____

Effort Toward Improvement When Needed:

- _____ A. Is responsive to supervision and constructive criticism.
- _____ B. Attempts to implement suggestions for improvement.
- _____ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments: _____

Personal and Professional Characteristics:

- _____ A. Exhibits self-control, mature behavior, and judgment.
- _____ B. Exhibits flexibility.
- _____ C. Exhibits proper command and use of language skills.
- _____ D. Is willing to make decisions and accept responsibility for those decisions.
- _____ E. Demonstrates cooperative attitude toward the acceptance of school responsibilities.

Comments: _____

APPENDIX C

NESPELEM ELEMENTARY SCHOOL DISTRICT NO. 14

GRIEVANCE REVIEW REQUEST

This form must be used when requesting a review on your grievances.

The completed, signed Grievance Review Request must be submitted in presenting grievances at Steps 1, 2, and 4. The form must be addressed and delivered to the appropriate administrative supervisor at Step 1, and to the Superintendent at Steps 2 and 4.

TO: _____
Name Title

GRIEVANT'S NAME: _____

POSITION (OR TITLE) _____

1. Consistent with the procedure for adjusting grievances, I have taken the following actions (indicate specifically by name and title who has officially reviewed the grievance to date):

Step 1 _____

Step 2 _____

1. The nature of my grievance is:

1. The adjustment I am recommending and seeking is:

	N			S	
No Strike		4	Salary		
			Payment	34	
	O		Schedule Placement	35	
Orientation		43	Schedule, 2016-2017	51	
			School and Classroom Visitation	44	
	P		Special Education Director	45	
Parenting Leave		38	Staff Protection	32	
Paternity Leave		38	Status of Agreement	3	
Personal Leave		39	Student Discipline	43	
Personnel		8	Substitutes	2	
Files		12	Supplemental Days	40	
Preamble		1	Supplies and Materials	42	
Preparation Period		43			T
Probation		25	Tax Sheltered Annuities	36	
	R		Transfer	32	
Rights			Transportation Reimbursement	35	
Association		6			V
Employee		11	Vacancy	10, 32	
Management		4			W
			Work Day, Length of	34	
			Work Year	40	