

North River Education Association

And

North River School District

Collective Bargaining Agreement

September 1, 2024 to August 31, 2027



Contents

PREAMBLE	1
WITNESSETH	1
ARTICLE I RECOGNITION	1
ARTICLE II DUES, DEDUCTIONS, NEW EMPLOYEES	2
Section 1	2
Section 2	2
Section 3	2
ARTICLE III ASSOCIATION RIGHTS	2
Section 1	2
Section 2	3
Section 3	3
ARTICLE IV EMPLOYEE RIGHTS	3
Section 1	3
Section 2	3
Section 3	3
Section 4	4
Section 5 Positive Work Environment	4
Section 6 Safe Working Conditions.....	4
Section 7 Harassment, Intimidation and Bullying Complaints.....	4
ARTICLE V INSTRUCTION AS IT RELATES TO EMPLOYEE RIGHTS	4
Section 1	4
Section 2 Workday Defined.....	4
Section 3	4
Section 4	5
Section 5 Academic Freedom	5
Section 6 Controversial Issues	5
Section 7 Involuntary Transfer	5
Section 8 Committees	6
Section 9 Leadership Team.....	6

Section 10 Instructional Program.....	6
Section 11 Student Discipline.....	6
Section 12 Classroom Exclusion.....	6
Section 13 Student Weapons Violation.....	7
Section 14 Threats of Harm to the Person, Family Members, or Property of a Employee.....	7
Section 15 School Based ThreatAssessments.....	7
ARTICLE VI NO STRIKE CLAUSE	7
ARTICLE VII SALARY, FRINGES, CONTRACT	7
Section 1	7
Section 2	7
Section 3	7
Section 4	7
Section 5 Salary Schedule	8
Section 6 Individual Employment Contract.	8
Section 7 Benefits	8
Section 8 School Employees Benefit Board (SEBB) Program:	8
Section 9 Length of Contract	10
Section 10 Mileage.....	10
ARTICLE VIII LEAVES	10
LEAVE APPROVAL REQUIREMENT	10
A. SICK LEAVE AND RELATED LEAVES	11
Section 1 Family Illness	11
Section 2 Bereavement	11
Section 3 Parental Leave	11
Section 4 Family and Medical Leave Act.	12
Section 5 Paid Family Medical Leave (PFML)	12
Section 6 Shared or Donated Leave	12
B. JURY DUTY AND SUBPOENA LEAVE	12
C. DISCRETIONARY LEAVES	13

Section 1 Leaves of Absence	13
Section 2 Leaves to Attend Meeting/Conferences	13
Section 3 Leaves to Accept Scholarships	13
Section 4 Sabbatical Leaves	13
Section 5 Discretionary/ Personal Leave	14
Section 6 Association Leave	15
ARTICLE IX EVALUATION AND PROBATION	15
Section 1: Evaluation Requirements	15
Section 2: Observation and Evaluation Procedures	17
Section 3: Probation	18
Section 4: Evaluation during the Probationary Period	19
Section 5: Evaluator's Post-Probation Report	19
Section 6: Focused Evaluation - Classroom Teachers	19
Section 7: Focused Evaluation- Certificated Support Personnel/Non-Classroom Teachers... ..20	
Section 8: General Provisions	
21	
Section 9: Evaluation Tools –	
Teachers.....	21
ARTICLE X REDUCTION IN FORCE	
21	
ARTICLE XI	
VACANCIES.....	23
ARTICLE XII GRIEVANCE	
24	
Section 1 Definition	
24::	
Section 2 Procedures for Processing Grievances	
24	
Section 3 Jurisdiction of Arbitrator.	
25	

Section 4: Time Limits

26

ARTICLE XII CO-CURRICULAR COMPENSATION

26

ARTICLE XIII DURATION

26

Appendix A: 2024-25 Salary

Schedule.....27

Appendix B: Seven Tests of Just

Cause.....28

Appendix C: Policy 5240 and Procedure

5240P.....29

Memorandum of Understanding: Four Day Work

Week.....31

Memorandum of Understanding: Student Discipline and Handbook

Provisions.....32

September 1, 2024 to August 31, 2027

Teacher Contract North River Consolidated
School District #200

PREAMBLE

This Agreement is entered into by and between the North River Education Association, hereinafter called the "Association," and the North River Consolidated School District, hereinafter called the "District," acting by and through its Board of Directors.

WITNESSETH

Whereas the District and the Association recognize and declare that providing a quality education for the children of the North River School District is their mutual intent, and the Board has a statutory responsibility to provide and education for all the children in the District; and

Whereas the District has a statutory obligation to bargain with the Association as the exclusive representative pursuant to Article I of this Agreement regarding hours, wages, and terms and conditions of employment; and

Whereas the parties have reached certain understandings which they desire to confirm;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I RECOGNITION

The District hereby recognizes the Association as the sole and exclusive bargaining agent for all certificated employees under contract or on approved leave, with the exception of the school administration.

The term "Employee," when used hereinafter shall mean any certificated employee represented by the Association.

ARTICLE II DUES, DEDUCTIONS, NEW EMPLOYEES

Section 1

The Association has the right to have deducted from the salary of members of the Association, who have executed an dues withholding authorization, an amount equal to the dues required for membership in the North River Education Association, WEA and NEA. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving notice of an authorization, the District will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

Section 2

All employees shall be provided the opportunity to join the Association. No employee may be mandated to attend the meetings or presentations by the Association. The Association shall be notified about the hiring of new employees by the District within (15) days of the employee's start date. The District must provide reasonable access to the employees of the bargaining unit either during the new employee orientation or another time mutually agreed to by the District and the Association. Reasonable access means that the access occurs within ninety (90) days of employee's start date and the access is for no less than sixty (60) minutes. The access must occur during the employee's regular work hours at the employee's regular worksite, unless another time and place is mutually agreed to by the District and the Association

Section 3

The Association agrees to indemnify and hold the Board harmless from all claims against, for, or on account of any deductions made from the wages of an employee pursuant to this Article of the Agreement.

ARTICLE III ASSOCIATION RIGHTS

Section 1

In accordance with state law, the District shall provide employee information for all bargaining unit members to the Association that includes, to the extent collected by the District in the regular course of business: name, date of hire, cell phone number, home phone number, work phone number, most up-to-date home email, work email, home address and mailing address. Employment information provided will include: job title, rate of pay, and work site location. This information shall be provided quarterly or as requested by the Association.

The District shall furnish the following information prepared by the District upon the request by the Association: budget(s), student teacher ratio report, monthly classification report, monthly and annual financial report(s), and staff placement on the salary schedules.

Section 2

In the event that the Public Employment Relations Commission, State Auditor, Attorney General, or court of competent jurisdiction rules the terms of this Article to be contrary to law or regulation, the said Article shall thereupon be determined null and void, and all necessary adjustments shall be made by the District and the Association to conform to the law as determined by the Public Employment Relations Commission, State Auditor, Attorney General or court of competent jurisdiction.

Section 3

The Association expressly agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this Article.

ARTICLE IV EMPLOYEE RIGHTS

Section 1

The District and the Association will act in full compliance with federal and state laws and regulations regarding non-discrimination.

Section 2

No employee shall be disciplined, warned, reprimanded, suspended, discharged, non-renewed, terminated, or otherwise adversely affected in any way without just and sufficient cause. *See* Appendix B. Any charges made shall be delivered in writing to the affected employee. An employee shall have the right to have a representative of their own choosing present in any formal hearing as provided in the grievance procedure.

Section 3

Personnel Files: Employees shall, upon request and in the presence of the Superintendent or designee, have the right to inspect all contents of their personnel file kept within the District.

Employees shall be given a copy of any material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments within ten (10) days of the receipt of the material. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.

Upon request by the employee or the District, the other party shall sign an inventory sheet to verify contents of the personnel file at the time of the inspection. The employee may petition the District to remove any derogatory material more than one (1) year old from the date of entry into the personnel file.-

All personnel working file material shall be destroyed at the conclusion of each school year.

Section 4

Employees in their first three (3) years of employment, unless they have completed two (2) years of employment in another Washington school district, in which case their provisional status in North River is one (1) year, are provisional employees, subject to pertinent state laws.

Section 5 Positive Work Environment

The District and the Association are firmly committed to having a positive educational and work environment that encourages respect, dignity and equity for all.

Section 6 Safe Working Conditions

The District shall provide a safe and healthful working environment for all employees. Employees shall report and will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

The District and the Association will work together to seek a workable solution to any alleged violation.

Section 7 Harassment, Intimidation and Bullying Complaints

Employees may pursue complaints, including those of harassment, intimidation or bullying, through District Policy 5240 and Procedure 5240P, Resolution of Staff Complaints. Concerns about possible discrimination should be shared with the Business Manager for proper processing. Policy 5240 and Procedure 5240P are included in the Agreement as Appendix C.

ARTICLE V INSTRUCTION AS IT RELATES TO EMPLOYEE RIGHTS

Section 1

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

1. All visitors to the classroom or teaching station shall request a scheduled time for the visit in advance. The school administrator and educator shall confer regarding an appropriate time for the visit to minimize disruption to teaching and learning.
2. The employee shall be afforded the opportunity to confer with the visitor before/and/or after the visitation. If an opportunity to meet with the visitor is unavailable, the employee may confer with the administrator instead.

Section 2 Workday Defined

The normal workday for an employee shall not exceed seven and one-half (7-1/2) hours, unless the District is operating under a four (4)-work day per week schedule. Workday refers to the certificated contract days described in Article VII, Section 9.

Section 3

Planning time equal to one (1) high school class period per day will be granted for all teachers (elementary and secondary) and specialists except in case of emergencies, conflict with scheduled events, or if needed, to substitute.

Section 4

Employees shall not be assigned unreasonably by the District to substitute for another employee during their prep period or lunch. When such assignment is made, the employee shall be compensated at the per-diem rate, pro-rated, based on the normal length of workday or with equivalent time released from work duties. Pay or time will only be granted when the employee substitutes during their planning time.

Lunch breaks will be provided in accordance with Washington State Law (RCW 28A.405.460).

Section 5 Academic Freedom

Education shall be fostered and promoted in an atmosphere in which academic freedom for staff is encouraged. Teachers are entitled to academic freedom subject to accepted standards of professional responsibility. These responsibilities include: a concern for the rights, welfare, growth, and development of children; objective scholarship; and recognition of the maturity level of students.

Section 6 Controversial Issues

The District shall offer courses of study which will afford learning experiences appropriate to the level of student understanding. The instructional program shall respect the right of students to face issues, to have free access to information, to study under teachers in situations free from prejudice and to form, hold, and express their own opinions without discrimination.

Teachers shall guide discussions and procedures with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of fact, the value of judgment and the virtue of respect for conflicting opinions.

Section 7 Involuntary Transfer

The Administration will follow these procedures when transfers are made in the District:

1. No less than fifteen (15) workdays prior to any transfer, voluntary or involuntary, the Administration will meet with the certificated employee to discuss the transfer and the reason(s) for the transfer. In the event a bona fide emergency exists as determined by the Board, said transfer shall be expedited consistent with all other provisions of this Article.
2. No certificated employee will be involuntarily transferred or reassigned to a position for which they are not qualified or endorsed. For the purpose of this Article, the word "qualified" shall be defined as having an academic major, minor, prior successful teaching or professional experience in that grade level, subject or area of responsibility, or as determined by the District, has sufficient other qualifications for the position.
3. No transfer shall be made during the school year without giving the employee at least ten (10) working days' notice.

4. In the event an employee is transferred/reassigned during the school year, the employee shall be given five (5) working days free of other duties to prepare new coursework/curriculum. For transfers occurring the between June and the end of August, to be implemented in the successor school year, the transferred/reassigned employee shall receive an additional five (5) days at per diem rate of pay in order to prepare new coursework/curriculum.
5. Involuntary transfer/reassignment will not occur if a qualified employee is available and interested in the transfer.

Section 8 Committees

Teachers will be given the opportunity to serve on voluntary committees. The administration will be a collaborator on all committees. These committees will be collaboratively created and decided by the District and the Association. Clock hours for time spent working on committees may be offered if available according to state rules.

Section 9 Leadership Team

A minimum of two (2) certificated staff will serve on a leadership team. The purpose of a leadership team is to maintain collaboration between the Association and the District and to collaborate and help implement the District Strategic Plan for Improvement.

Section 10 Instructional Programs

The Superintendent or designee shall discuss the opening and/or abandonment of instructional programs with the Association. Instructional programs shall be identified as any change to curriculum and/or budgetary flow to increase the academic performance of students. Examples of instructional programs include: birth-to-three special education, bilingual immersion, band, home economics, and trauma team.

Section 11 Student Discipline

The District and Association will meet at least once annually to confer about discipline concerns in the District. Both the District and Association have the ability to call reasonable additional meetings, parties shall collaboratively establish norms for District/Association meetings on this topic to include an agreed upon list of actions and who is responsible for those actions.

Section 12 Classroom Exclusion

In accordance with RCW 28A.600.020(2), a teacher may exclude a student from the teacher's classroom or instructional or activity area for behavioral violations of the District's student discipline policy which cause the disruption of the educational process while the student is under the teacher's immediate supervision, subject to the requirements identified in the following subsections of this section.

1. The teacher must first attempt one or more other forms of discipline to support the student in meeting behavioral expectations, unless the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process. "Disruption of the educational process" means the interruption of classwork, the creation of disorder, or the invasion of the rights of a student or group of students "Other forms of discipline" means actions used in response to behavioral violations, other than classroom exclusion suspension, exclusion, or emergency expulsion, which may involve the use of best practices and strategies included in the state menu for behavior developed under RCW 28A.165.035.

2. A classroom exclusion may be administered for all or any portion of the balance of the school day or until the principal or designee and the teacher have conferred and the teacher has had an opportunity to express any concerns regarding the student's return.
3. The teacher and administrator shall determine who will notify the student's parents regarding the classroom exclusion as soon as reasonably possible, and the teacher's determination that the administrator should make the notification shall be binding.

Section 13 Student Weapons Violations

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

Section 14 Threats of Harm to the Person, Family Members, or Property of a Employee

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

Section 15 School Based Threat Assessment

The District will develop and implement a school based threat assessment protocol in accordance with RCW 28A.320.12. The District shall share the assessment protocols with employees during the annual student conduct manual review.

ARTICLE VI NO STRIKE CLAUSE

The Association agrees that during the term of the Agreement, it will not cause or encourage its members to engage in any strike or other work stoppage. The District agrees it will not lockout its employees.

ARTICLE VII SALARY, FRINGES, CONTRACT

Section 1

The annual school year calendar shall reflect the following dates: First day of school, first day teachers report to school, first day of classes, holidays; including winter and spring break, and the last day of school. Each spring the Association will develop a calendar collaboratively with the administration for ratification by the School Board.

Section 2

This contract shall be in effect for the 2024-2025 through the 2026-27 school years. Annual employment contracts shall be for the number of days paid by the State and any amount of per diem days for which the state provides funding. Any additional, per diem day/s will be at the discretion of the Superintendent.

Section 3

Teachers are required to attend an open house, parent-teacher conferences, and to attend functions in which they are directly involved.

Section 4

Teachers are required to arrive thirty minutes before and to remain for thirty minutes after the instructional day.

Section 5 Salary Schedule

Salary and fringe benefits shall be paid in accordance with the Negotiated Base Compensation Schedule (Appendix A), paid monthly in twelve equal payments, in accordance with their years of recognized experience and education. For each of year of this Agreement, the salary schedule shall be increased annually by the state inflationary factor (implicit price deflator, IPD). In the 2025-26 and 2026-27 work years the salary schedule shall be increased by the IPD and one- and one-half percent (1.5%). Part-time employees will receive a proportional amount to the extent of their employment.

Individual teacher salaries will be based on education and experience. Verification in writing (transcript) will be submitted by October 1st.

Section 6 Individual Employment Contract

The District shall provide employees a copy of the individual employment contract.

Section 7 Benefits

Eligible certificated employees are entitled to medical, dental, and vision benefits, if they so elect.

Section 8 School Employees Benefit Board (SEBB) Program:

The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

The District will provide benefits to employees through SEBB, to include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

Eligibility:

All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work six hundred thirty (630) hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work six hundred thirty (630) hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is

effective.

All compensated hours in any position within the District shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve six hundred thirty (630) hours, that employee will be provided with benefits coverage.

Any employee who has worked six hundred thirty (630) hours in the previous year and is returning to a similar position(s) will be deemed eligible for benefits.

Benefit Enrollment and Continuity of Coverage:

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

Should an employee who previously was not expected to be eligible for benefits under SEBB work six hundred thirty (630) hours in one year, the employee will become eligible for benefits to begin the month after attaining six hundred thirty (630) hours.

Leaves:

Paid leave hours shall count towards eligibility for benefits under this section. Employees on unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).

Benefit Termination:

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31

separation date. Absent a waiver, the separation date will be August 31.

Substitutes:

The District will not sever the employee/employer relationship with substitute employees in order to avoid initial or ongoing benefit eligibility.

Legislative Changes and Reopeners:

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Agreement for negotiation over the changes.

Section 9 Length of Contract

The length of the regular certificated employee contract will be comprised of the following components:

1. One hundred eighty (180) designated school days, unless the District is operating under four (4)-work day per week schedule.
2. Four professional development days: collaboratively scheduled between the District and the Association and the agreed upon schedule shall be signed by both parties.
3. Thanksgiving, Winter, Spring, Last Day of School Early Dismissal: The day preceding holidays and breaks shall be half day early release day for students and staff.

Section 10 Mileage

With preapproval from the administration, an employee who uses their personal car for District business shall be compensated at the rate per mile established by the Internal Revenue Service (IRS). The rate will be immediately adjusted whenever needed to keep it contemporary with the latest IRS regulations.

Article VIII Leaves

LEAVE APPROVAL REQUIREMENT

All leaves shall be taken in accordance with District ~~district~~ procedure.

A. Sick Leave and Related Leaves

The District shall grant each full-time, certificated, employee twelve (12) sick leave days annually. The District may require a signed statement from a physician for absences in excess of five consecutive days.

In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible staff member may exercise

- Option 1: to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation for each four (4) full days of accrued sick leave in excess of sixty (60) days, or
- Option 2: to add that year's sick leave to the staff member's accumulated sick leave. Cashed out sick leave shall be deducted from accumulated sick leave at the rate of four (4) days for every one (1) day's monetary compensation.

A staff member who retires may cash-out all accrued injury or illness leave at the above rate.

At no time may a staff member's accumulated sick leave be reduced below sixty (60) days once that amount is accumulated to allow the staff member to take advantage of this option.

Section 1 Family Illness

The District shall allow each full-time staff member compensated leave for illness of family members.

Section 2 Bereavement

The District shall allow each full-time employee up to five (5) days annually of bereavement leave for the death of family. Family is defined as: an employee's child, spouse, domestic partner, parent, step-parent, grandparent, grandchild, sibling, parent-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, or uncle. If the employee needs to travel out of state, the total shall be seven (7) days. Requests for additional days' leave with pay may be made to the Superintendent for approval.

Bereavement leave shall not be taken from sick leave or personal leave. If a member uses more than five (5) days, the excess shall be taken out of that member's sick leave. If sick leave is exhausted, leave may be granted without pay.

Section 3 Parental Leave

1. Employees shall be eligible to use paid leave for pregnancy, adoption, placement of a foster-child, and for child-bonding. The employee may use any accrued sick, personal, PFML (if applicable), shared leave, federal Family Medical Leave Act (FMLA) leave or unpaid leave of absence, pursuant to the terms of those leaves.

2. Minimum parental leave is up to twelve (12) weeks from the date of birth of the child. This leave may, upon approval of the District, be extended for a period of up to one (1) year from the same date. Similarly, any employee eligible for parental leave for reasons of adoption or placement of a foster child may access parental leave at any time during the first year after receiving de facto custody of said child, or prior to receiving custody if necessary to fulfill requirements for adoption. This leave may also, upon approval of the District, be extended for a period of up to one (1) year from the date of de facto custody of the child. The employee shall notify the Human Resources Director in writing of the desire to take such leave and, except in case of emergency, shall give at least thirty (30) calendar days' notice prior to the date on which the leave is to begin.

Section 4 Family and Medical Leave Act

The District agrees to abide by the Family and Medical Leave Act and its regulations, and the Washington State leave law and its regulations, for all employees.

Section 5 Paid Family Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours in accordance with state law (Chapter 50A.04 RCW). Such leave shall be used consecutively with the employee's other paid leave entitlements unless the employee elects otherwise.

Certificated staff may use sick days off concurrently with paid family medical leave. It will be the certificated staff member's responsibility to notify the district of the amount of sick leave they intend on using each week.

Section 6 Shared or Donated Leave

An employee may receive and utilize shared leave consistent with RCW 28A.400.380 and Chapter 392-136A WAC.

B. JURY DUTY AND SUBPOENA LEAVE

The District shall grant leaves to employees for the days they are required to serve on a jury. The District shall grant a maximum of two (2) days leave for each occurrence to employees subpoenaed as witnesses in court or other legal proceedings; provided that a leave with pay shall not be granted to an employee for a case brought or supported by an employee, or Association, or for a case in which the employee has a direct or indirect interest in the proceedings.

C. DISCRETIONARY LEAVES

Section 1 Leaves of Absence

The District may grant leaves of absence for specific periods of time for up to one (1) year upon application by a staff member, the recommendation of the Superintendent and the approval of the Board. Such leaves shall be without pay or fringe benefits and, with the approval of the Board, may be extended for one additional school year. During the leave the staff member may pay the District's share of any insurance benefits program in order to maintain those benefits. When based upon reasons of health, family need or professional development, such applications warrant special consideration. The needs of students and the District program warrant primary consideration. Leaves of absence shall be granted only when they shall not have an undesirable impact upon the educational program or business operations.

Employees will be reassigned on return from leave (parental, FMLA, PFML or leave of absence) on the basis of the instructional 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 1) in accordance with the needs of the District, 2) where the employee is most qualified, 3) according to the expressed preference of the employee. The staff member granted a leave of absence shall inform the District by April 1st as to their intention to assume a position in the District for the ensuing school year. If said notification is not received, the individual's employment rights with the District shall be terminated.

Staff on leave of absence shall not earn any salary schedule experience credit, any sick leave credit, or benefits during the leave of absence.

Section 2 Leaves to Attend Meeting/Conferences

The District may grant leaves, subject to the recommendation of the Superintendent and approval of the Board, to employees for the purpose of attending meetings or conferences that are likely to be of value to the employee's professional performance. Meetings and conferences wherein bargaining unit activities are conducted are excluded. Such leave may be granted without pay and without travel expense reimbursement.

Section 3 Leaves to Accept Scholarships

Employees may at any time request leave to accept scholarships of up to one full year, which would not involve the District in any financial obligations.

Section 4 Sabbatical Leaves

1. No more than once every three (3) years, one (1) employee shall be eligible for sabbatical leave for the purpose of:
 - a. Advanced study to improve teaching competency.
 - b. Other programs approved by the Superintendent and the Board that will improve the quality of the employee's services to the District.
2. Sabbatical leave may be granted in accordance with the following conditions:
 - a. The employee shall have served at least five (5) consecutive years in the District.
 - b. Sabbatical leave may be granted for up to one (1) full year.

- c. Applications shall be submitted to the Superintendent not later than February 1 of the year prior to that for which the leave is requested. The request shall include a statement of the purpose of the leave and a proposed plan of study, or other program to which the time spent on leave will be devoted.
3. Leaves may be granted on a priority basis in the following order:
 - a. The merit of the proposed plan and its relationship to improved service to the students of the District in terms of improving the employee's professional competency.
 - b. Seniority of service in the District shall be a secondary consideration.
4. Applications approved by the Superintendent shall be submitted to the Board for final approval, which is required for the leave to be granted.
5. Employees granted this leave shall receive a stipend equal to one-half of the amount of base salary as shown on the District salary schedule. Receipt of this stipend shall carry the obligation of two (2) years additional employment with the District. In the event that the employee fails to complete the plan as approved, the stipend shall be repaid by the employee, either in lump sum or as payroll deduction over the first year of return to District employment. If the applicant returns for one (1) year only, one-half (1/2) of the stipend shall be repaid under the same terms.

The District will not make contributions toward the applicant's insurance plans during the employee's absence; however, the employee may choose to participate in the SEBB insurance plans (COBRA) at their own expense. Re-employment shall be in the same position as previously held.

This period of leave shall not accrue on the District salary schedule as teaching experience.

6. The applicant shall submit a report to the Superintendent giving the substance of the program in which they were engaged and indication the value to the District, which they believe, grew out of the experience. This report shall be submitted within thirty (30) days of their return to work.
7. Requests for sabbatical leave will not be approved during periods of declining revenues or cash reserves in the District.

Section 5 Discretionary/Personal Leave

Each employee shall be granted three (3) working days personal leave per year, accumulative to a maximum of four (4) days. Personal leave earned, which would create an accrual in excess of four (4) days, shall be paid to the employee at the current substitute teacher daily rate. No more than two (2) days personal leave may be used consecutively by the employee; however, the Superintendent may grant exceptions. At least two (2) days' notice must be given the Superintendent before personal leave may be used. In the case of personal leave requests of several employees for the same time period, approved requests will be done on the basis of first request approved.

Section 6 Association Leave

The District shall grant the President or designee(s) Association leave with pay to attend meetings, conferences, etc., of the local, state and national Association not to exceed ten (10) days per year, one (1) employee per day. The Association shall determine which employee(s) are authorized to use Association leave. The Association shall reimburse the District for the salary of the released employee's substitute.

ARTICLE IX EVALUATION AND PROBATION

The following guiding principles shall serve to inform District practice in evaluation:

- The primary goal of any system of educator evaluation is to promote educator and student growth and learning.
- A collaborative relationship between evaluator and educator will be expected and is essential to the evaluation process.
- The focus of evaluation is to shape the conversations that lead to improved practice.

Section 1 Evaluation Requirements

1. Within each school, the principal or other administrator will be responsible for the evaluation of employees assigned to that school. The Superintendent, or designee, will determine organizational lines of responsibility for evaluation of any employee who is assigned to more than one (1) school and the employee will be notified.
2. Each employee will be evaluated annually in accordance with the criteria appropriate to the employee's position (classroom teachers or non-classroom certificated support personnel). "Classroom teachers" means certificated employees who provide academically focused instruction to students and hold one or more of the certificates pursuant to WAC 181-79A-140 (1, 2). "Non-classroom certificated support personnel" means employees who do not meet the definition of "classroom teacher" and includes librarians at the secondary level, and staff who hold one or more of the educational staff associate certificates pursuant to WAC 181-79A-140(5). Observations and evaluations will be documented on the e-VAL digital forms and supplements. Alternative formats for these forms may be used with permission of the employee, but cannot change the evaluative criteria or categories.
3. All employees shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all evaluation criteria, and all criteria contribute to the comprehensive summative evaluation performance rating.

4. The following categories of employees shall receive an annual comprehensive summative evaluation:
 - a. Provisional employees. Provisional employees, as defined by law, are employees in their first three (3) years of teaching in the District, unless the employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be provisional for their first year of employment with the District. The Superintendent may waive the third (3rd) year of provisional status for a classroom teacher after two successful years with a summative evaluative score of proficient or higher. Such waivers must be requested by the supervising administrator and approved by the Superintendent. Waiver of the third year provisional status is at the sole discretion of the Superintendent.
 - b. Employees who received a comprehensive summative evaluation performance rating of Unsatisfactory or Basic in the previous year;
 - c. Employees who have not received a comprehensive summative evaluation in the last six (6) years;
 - d. Employees on probation;
 - e. Non-classroom teachers/certificated support personnel in their first four (4) years of employment with the District.
5. In the years when a comprehensive summative evaluation is not required or selected by the evaluator or employee, employees, who received a comprehensive summative evaluation performance rating of Proficient or Distinguished (or Satisfactory for non-classroom teachers) in the previous school year may complete a focused evaluation as described in Sections 6 or 7, below, the Focused Evaluation for Classroom Teachers or Certificated Support Personnel.
6. During each school year, each employee will be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year will be not less than sixty (60) minutes. An employee in the third year of provisional status will be observed at least three times for a total observation time of at least ninety (90) minutes. One (1) observation for a total of thirty (30) continuous minutes will be required in connection with the evaluation of all employees and further, all employees newly employed by the District will be observed within the first ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes.
7. Annual evaluations will be completed no later than June 1 of the year in which the evaluation takes place. If an employee resigns during the school year, a final evaluation will be completed.
8. In addition to the observations and evaluations required above, evaluators may make additional observations and evaluations at any time during the school year.

9. A copy of the final Summative Evaluation Form placed in an individual's personnel file will be given to the individual, will bear the dated signature of the originator and will be signed and dated by the employee to indicate the final Summative Evaluation Form was seen. The certificated employee will also have the right to attach a signed and dated statement to any item in their file provided that any such rebuttal will also be signed and dated by the originator of the rebuttal materials to indicate only that the materials were seen. Attachments may be included only as specified on the summative evaluation form.
10. Teachers will complete competency portfolios and collaborate in their evaluations.

Section 2 Observation and Evaluation Procedures

1. Following observations or a series of observations, the evaluator will promptly document the results thereof. A series of observations will last no longer than three (3) workdays. The employee will be provided a copy of the observation report within three (3) workdays after such observations or series of observations.
2. A summative evaluation report will be completed when, in the opinion of the evaluator, evidence of performance (observations and artifacts) aligned to the instructional framework or evaluation criteria for non-classroom teachers has been collected so that the evaluator can adequately evaluate the summative professional performance of the employee in each of the evaluative criteria.
3. If an evaluator conducts of pre-summative evaluation conference with the employee prior to final preparation of the summative evaluation report, the summative evaluation report will be provided to the employee within five (5) work days after the pre-summative conference, and they will sign and return a copy of the evaluation to the evaluator within three (3) work days after receipt to indicate that a copy of the report was received by the employee.
4. If the employee or the evaluator request a summative conference to discuss the summative evaluation report, this will be communicated during the pre-summative conference and shall be scheduled within five (5) work days following the pre-summative conference. If a pre-summative conference does not occur for any reason, the evaluator will hold a summative evaluation conference with the employee within five (5) work days after preparation of the summative evaluation report. The employee will receive a copy of the report during the summative conference and will sign the District's copy to indicate that a copy of the report was received by the employee.
5. The employee will have the right to attach comments to the summative evaluation report within five (5) workdays after receiving the report. If the evaluator recommends an employee for probation, the employee will be informed at the time of the pre-summative or summative evaluation conference.
6. Distribution of the final summative evaluation report will be:
 - a. Original - District personnel file
 - b. Copy - principal or supervisor
 - c. Copy - employee

Section 3 Probation

1. Non-provisional employees whose performance has been determined to be unsatisfactory, based on the evaluative criteria, may be placed on probation. If the Superintendent concurs with the evaluator's judgment that the employee's performance is unsatisfactory, the Superintendent will place the employee on probationary status beginning on or after October 15 and before January 25 and ending no later than May 15th. Employees will be placed on probation in accordance with the standards and procedures in RCW 28A.405.100. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to evaluate the probationer's performance. If an employee is to be put on probation, a comprehensive summative evaluation of the employee must be made prior to the start of the probationary period, which may include the comprehensive summative evaluation from the prior year. After October 15th, but no later than January 25, the employee will be given written notice of the action of the Superintendent which will contain the following information:
 - a. Specific areas of performance deficiencies
 - b. A suggested specific and reasonable program for improvement
2. The following comprehensive summative evaluation performance ratings mean an employee's work is unsatisfactory:
 - a. "Unsatisfactory" or
 - b. "Basic" if the employee is a continuing contract employee under RCW 28A.405.210 with more than five years of experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3)-year time period; or
 - c. "Unsatisfactory" for certificated support personnel.
3. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. 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 by either the employee or the District.
4. The probationary period may be extended into the following school year if the probationer is a classroom teacher and has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating of less than level 2, Basic as of May 15th.
5. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in their areas of deficiency.
6. If a procedural error occurs in the implementation of probation, the error shall not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability of the evaluator to evaluate the probationer's performance.

Section 4 Evaluation during the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator will hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. The employee may request an Association representative be present if they choose.
2. During the probationary period, the evaluator will meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Other administrators involved in the probationary process will give the employee notice prior to observations. This notice may occur at the beginning of the probationary period and need not specify the frequency, dates or duration of the observations. The Association may also provide an additional evaluator for the purpose of support, feedback or coaching. The outside evaluator's findings may not be disclosed to the District without permission of the Association.
3. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving their areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process, and this request must be implemented by including an additional experienced evaluator assigned by the educational service district.
4. The probationary employee must be removed from probation at any time if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their notice of probation and program for improvement. A classroom teacher must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2, Basic, or above for a continuing contract employee with five or fewer years of experience or of level 3, Proficient, or above for a continuing contract employee with more than five (5) years of experience.
5. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause for discharge under RCW 28A.405.210 or 28A.405.300.

Section 5 Evaluator's Post-Probation Report

The evaluator will submit a written report to the Superintendent at the end of the probationary period that will identify whether the performance of the probationary employee has improved, with the recommendation to remove the employee from probation, extend the probation or terminate employment.

Section 6 Focused Evaluation - Classroom Teachers

1. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating, as well as a student growth component. This evaluation includes professional growth activities specifically linked to the selected criteria.

2. The selected criteria must be approved by the evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of employees may focus on the on the same evaluation criteria and share professional growth activities which must be coordinated with and approved by the employee's supervisor.
3. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
4. A classroom teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the evaluator. Should a teacher wish, they may request a written explanation of the rationale on which transfer from a focused evaluation to a comprehensive summative evaluation was based with the following restrictions:
 - a. Information will be solely by request and between the parties involved,
 - b. Rationale shared between the parties will be considered informational and not construed as evaluative, disciplinary, or in any way a form of reprimand.
 - c. Information shared will not be placed in personnel files or working files.
5. Should an evaluator determine that a teacher on focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th.

Section 7 Focused Evaluation - Certificated Support Personnel/Non-Classroom Teachers

1. A non-classroom teacher must receive six years of satisfactory evaluations before being eligible for a focused evaluation. A focused evaluation includes an assessment of one of the evaluative criteria for Certificated Support Personnel agreed to by the evaluator and the employee. The agreed evaluation form will be used.
2. The selected criteria must be approved by the evaluator and may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention. A group of employees may focus on the same evaluation criteria and share professional growth activities, which must be coordinated with and approved by the employee's supervisor.
3. The evaluator must assign a comprehensive summative evaluation performance rating for the focused evaluation of either "satisfactory" or "unsatisfactory".
4. Certificated Support Personnel may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the employee or at the direction of the evaluator. Should an employee wish, they may request a written explanation of the rationale on which transfer from a focused evaluation to a comprehensive summative evaluation was based with the following restrictions:
 - a. Information shall be solely by request and between the parties involved.
 - b. Rationale shared between the parties will be considered informational and will not construed as evaluative, disciplinary, or in any way a form or reprimand.
 - c. Information shared will not be placed in personnel files or working files.

5. An employee will not be transferred from a focused evaluation to a comprehensive summative evaluation after the official end date for the first semester in the District calendar unless the employee fails to perform any of the state-mandated duties and responsibilities. The Association shall be notified if an employee is moved from Focused to Comprehensive.

Section 8 General Provisions

1. Nothing contained herein should be construed to negate either party's responsibility to avoid arbitrary or capricious decisions and respect basic human dignity.
2. The parties acknowledge the necessity of compliance with all provisions of State law and regulations, as now or hereafter amended, concerning employee evaluation and probation.

Section 9 Evaluation Tools - Teachers

The evaluation tool will be the e-VAL digital process and the framework will be Danielson 2022. Any changes will be determined collaboratively by the Superintendent and the Association.

ARTICLE X REDUCTION IN FORCE

The Board shall determine the educational program and services for the District based upon the educational goals of the District, financial resources available for the following school year and staff input. The Board will determine that the certificated staff of the District should be reduced for the following school year based on any of the following; financial necessity, decline in enrollment or the changing of programs.

DETERMINATION OF VACANT POSITIONS: The District will determine, as accurately as possible, the total number of certificated staff known as of April 15 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc. and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

1. THE EFFECT UPON THE STUDENTS is of the highest priority; program to be retained shall attempt to minimize the consequences of program reductions upon students.
2. EMPLOYMENT CATEGORIES - The following categories are established to ensure the qualification of personnel assigned to retained positions:
 - a. ELEMENTARY (K-6): Employees endorsed to teach in grades kindergarten through six.
 - b. TITLE PROGRAMS: Employees qualified to teach in federally funded programs pursuant to the qualifications required by those programs.
 - c. CAREER AND TECHNICAL EDUCATION (CTE) PROGRAMS: Employees CTE certified and endorsed to teach designated programs.
 - d. 7-12: employees certified and endorsed to teach at the 7-12 level.
 - e. NONSUPERVISORY SPECIALTIES: Employees certified as librarians, and/or counselors.

3. **RETENTION BY CATEGORY** - Employees will be considered for retention in the category or specialty appropriate to the position held at the time of this procedure. An employee shall also be considered for retention in additional categories if the employee states the desire for such consideration and meets the qualifications (certification or endorsement) for that category. The employee will be considered for additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of this procedure, and they have had teaching experience within the last five (5) years appropriate to the additional category as described above. Said teaching experience must have been at least three (3) periods per day in the category. If a teacher does not have a full schedule of classes (FTE 1.0) that they can be scheduled by the administration to teach, they may not be retained. The decision to retain will be at the discretion and judgment of the District.
4. **NOTIFICATION** - If a reduction in force is being considered, the District shall tender a list to the Association and each employee, not later than April 15, which shows the rank order of existing employees according to seniority. This list shall show existing employment categories within the District.
5. **REDUCTION BASED ON CHANGING PROGRAMS** - The District may decide not to offer a class or class for the next school year, if this happens the teacher providing that class or classes may be reduced from full-time FTE to a part-time FTE or they might not be retained. The District may also not retain a teacher in a category so the school could offer a class or classes in another category
6. **SENIORITY DEFINED**
 - a. "Seniority" within the meaning of this paragraph shall mean total years of certificated experience in Washington State.
 - b. If a tie exists in paragraph a. above, the employee with the greatest seniority in District shall be recommended for retention. Determination of seniority in this paragraph is defined as in paragraph a. above.
 - c. If there is still a tie, the employee retained shall be the one with the greatest number of college/university credits beyond the B.A. as recognized by the District in accordance with placement on the salary schedule.
7. **RETENTION CATEGORIES** - In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be recommended for retention.
 - a. An employee retained shall be the most senior employee available in the category or specialty.
 - b. The District shall have the right to assign and transfer employees during the implementation of this procedure to positions for which they qualify.
 - c. The list proposed for retention and lay off shall be delivered to the Association and all employees by the statutory deadline (either May 15 or June 15 depending on adoption of the state budget) of the year that this procedure is being implemented.

8. EMPLOYMENT POOL

- a. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible employment for a period of two (2) years. Employment pool personnel 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 criteria as set forth above shall be applied to determine who shall be offered such position.
- b. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent of their current mailing address and phone number.
- c. When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the District to such individual will be sent by certified mail to the address last given by the employee or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept the position. Teachers notified by certified mail to last known address shall accept or reject the recall within five (5) working days of notification and be available for work within ten (10) working days of recall. If the first offer is rejected, the teacher will be held on the recall list and offered a second assignment if they are the most senior qualified employee. Following the notification procedure as listed above, if the teacher rejects the second assignment, they shall be dropped from the list and lose all rights for re-employment.
- d. The District will utilize employment pool personnel as substitutes on a first priority basis.
- e. An employee on authorized leave at the time a reduction in force is implemented will be reinstated upon return from leave if they would not have been affected by the lay off and will be laid off upon return from leave if they would have been affected by the layoff. An employee who has been laid off may, upon written application, be placed on leave for up to one (1) year while on lay off. Such employee shall be placed in the employment pool during the period of the leave.

ARTICLE XI VACANCIES

It shall be the policy of the District to recruit, hire, and promote the best-qualified persons, with preference given to certificated applicants. The Superintendent-Principal will notify the Association President of applicants for all vacancies prior to screening the applicant pool for interviews. The Association President shall have two (2) days to review and provide feedback prior to the final screening decision. The Association President shall agree to protect the confidentiality of all applicants. The hiring process shall be undertaken without regard to race, color, religion, sex, sexual orientation, gender identity, gender expression, age, national origin, marital status, or the presence of any sensory, mental, or physical disability.

1. The President will be notified of all bargaining unit openings covered by this Agreement.

2. Prior to an opening being posted, the Superintendent or designee shall discuss the opening with the President, including but not limited to the District's plans regarding the opening and the relevant minimum qualifications. The District will then notify bargaining unit members of the opening within three (3) days of the discussion and give an additional five (5)-day opportunity for interested and qualified current bargaining unit members to express interest to the Superintendent. The District will interview and evaluate interested bargaining unit members equally and fairly to best fill the needs of the District. If more than one interested member is qualified and qualifications are substantially equal as per the job description, the most senior bargaining unit member expressing interest shall fill the position.
3. If filling the opening with a current bargaining unit member creates a different opening, the process will be repeated.
4. If no qualified unit member expresses interest in transferring to the opening within the additional five (5) days mentioned in 2, the District may post the opening to outside applicants.

RESOLUTION OF STAFF COMPLAINTS

The following procedure has been established for resolving a grievance filed by a member of the staff:

ARTICLE XII GRIEVANCE

Section 1 Definition

A grievance is an alleged misinterpretation of misapplication of, or violation of terms and/or provisions of this Agreement. A grievant shall mean an individual, a group of individuals and/or the Association. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

In the best interest of the school and children, and also for working relationships of staff, all employees and supervisors are urged to conduct problem solving, informal and formal, in a professional manner.

When informal discussion does not resolve an employee(s) problem(s) to their satisfaction, the formal grievance procedure is designed to afford ~~them~~ ~~him/her~~ the opportunity to receive an impartial review by higher-level management and to establish the facts and circumstances of the situation.

Section 2 Procedures for Processing Grievances

Level 1: The Association acknowledges that it is usually most desirable for an employee and their immediate involved supervisor to resolve problems through free and informal communications at the lowest level of the grievance process. The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor, the Superintendent. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within forty-five (45) working days after the occurrence of the grievance.

The statement of grievance shall name the grievant(s) involved, the facts giving rise to the

grievance, the provision(s) of the Agreement alleged to be violated and the remedy (specified relief) requested. The Superintendent, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s) and the Association representative. The Superintendent's response shall include the reasons upon which the decision was based and within ten (10) working days of receiving the grievance, a copy of the grievance, their decision and all supportive evidence shall concurrently be sent to the grievant(s) and the Association representative. A grievance presented during non-school time will be responded to within five (5) District working days, if both parties are available, but not later than five (5) working days after school has resumed.

Level 2: If the aggrieved is convinced that the formal grievance has not been satisfied at Level 1, they may appeal for review by the Board of Directors. Such appeal shall be submitted within three (3) working days of receipt of the Level 1 decision. The appeal shall be accompanied by all supporting evidence upon which the Level 1 decision was made. The Chairman of the Board shall call a special executive session of the Board to hear the grievance appeal within ten (10) days of receipt of the appeal. Within ten (10) days of the hearing of appeal with the Board, the Board shall render a written decision to the aggrieved.

Level 3 Grievance Mediation: If no satisfactory settlement is reached at Level 2, the grievance may be sent by mutual agreement to grievance mediation within seven (7) school days after receiving the disposition of the Board.

Level 4 Arbitration: If no satisfactory settlement is reached at Level 2, the Association, within fifteen (15) working days of the receipt of the Level 2 decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

The arbitrator shall hold a hearing. Ten (10) working days' notice shall be given to both Parties of the time and place of the hearing. The Arbitrator will issue their decision after final written briefs have been submitted. The Arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted to them. The decision of the arbitrator shall be final and binding upon the District, the Association, and the grievant(s).

Section 3 Jurisdiction of Arbitrator

The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement, or award damages. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following:

1. The termination of services of or failure to re-employ any provisional employee.
2. The termination of services or failure to re-employ any employee to a position on the supplemental salary schedule.

3. Any matter involving employee evaluation, provided that allegations of evaluation procedure violations shall be subject to the arbitrator's review.
4. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect, or reduction in force.

Section 4 Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the Association to lodge an appeal at the next step of this procedure. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.

Costs: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the Party incurring them.

ARTICLE XIII CO-CURRICULAR COMPENSATION

All co-curricular activities requiring certification will be paid at the base rate of one thousand dollars (\$1,000) per activity beginning from the onset of the activity. All activities must be approved by the Superintendent, with a written description of the scope of work outside the regular workday related to each activity (how often and for how long students will meet, how many travel events there will be, etc.). If an opportunity arises for the scope of the activity to be expanded (students qualify for further competition and/or travel, etc.), the written scope of the activity shall be amended and the compensation shall be increased proportionally.

ARTICLE XIV DURATION

The period of this contract shall be September 1, 2024 - August 31, 2027.

No further bargaining on any subject will take place without the mutual consent of the Association and District beyond allowed re-openers. This Agreement constitutes the entire Agreement between the parties, concluding collective bargaining for its term, except for negotiations over a successor collective bargaining agreement. At least ninety (90) days before the expiration of this Agreement, the parties shall meet and negotiate at mutually agreeable times in an effort to mutually agree on the terms and conditions of a successor agreement.

For the District:


Rickard Winters, Superintendent

Date: 9/26/24

For the Association:


Caitlin Reman, President

Date: 9/26/24

Appendix A: 2024-25 Salary Schedule

North River Teacher Base Contract Amounts for 2024-25

Step	BA-0	BA-15	BA-30	BA-45	BA-90/MA	MA-45	MA-90/PHD
1	\$ 60,896.02	\$63,330.93	\$65,865.67	\$68,500.08	\$71,239.08	\$ 74,089.28	\$ 77,053.33
2	\$ 62,820.87	\$65,333.49	\$67,946.72	\$ 70,664.54	\$ 73,492.23	\$ 76,431.13	\$ 79,489.17
3	\$ 64,806.61	\$67,399.96	\$70,095.30	\$72,899.16	\$ 75,814.23	\$ 78,847.11	\$ 82,001.79
4	\$ 66,855.89	\$69,530.02	\$ 72,313.98	\$ 75,202.62	\$ 78,211.68	\$ 81,339.88	\$ 84,593.84
5	\$ 68,968.72	\$71,727.57	\$ 74,596.31	\$ 77,580.21	\$ 80,683.26	\$ 83,910.75	\$ 87,267.97
6	\$ 71,149.06	\$ 73,995.29	\$76,954.04	\$80,033.26	\$ 83,234.27	\$ 86,563.70	\$ 90,025.50
7	\$ 73,398.24	\$ 76,334.49	\$79,387.23	\$82,563.09	\$ 85,864.72	\$ 89,300.05	\$ 92,871.73
8	\$75,717.59	\$78,746.50	\$81,897.21	\$85,172.36	\$ 88,579.89	\$ 92,122.45	\$ 95,807.98
9	\$78,111.07	\$81,236.62	\$84,485.29	\$87,865.02	\$ 91,379.78	\$ 95,034.86	\$ 98,835.57
10	\$ 80,581.33	\$83,803.52	\$87,156.77	\$ 90,642.41	\$ 94,268.37	\$ 98,038.63	\$ 101,959.80
11	\$83,128.37	\$86,452.50	\$89,911.66	\$93,507.17	\$ 97,248.30	\$101,137.71	\$105,183.32
12	\$85,756.16	\$89,186.20	\$92,753.91	\$96,463.27	\$100,322.23	\$ 104,334.75	\$ 108,508.77

Appendix B: Seven Tests of Just Cause

1. Was the employee adequately warned of the consequences of their conduct?
2. Was the employer's rule or order reasonably related to efficient and safe operation?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and objective?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders and penalties applied evenhandedly and without discrimination?
7. Was the penalty related to the seriousness of the offense and the past record?

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

Appendix C: Policy 5240 and Procedure 5240P

NORTH RIVER SCHOOL DISTRICT #200

BOARD POLICY

NO. 5240

PERSONNEL

RESOLUTION OF STAFF COMPLAINTS

The board recognizes the importance of establishing reasonable and effective means for resolving difficulties which may arise among staff, to reduce potential areas of grievances and to establish and maintain recognized two-way channels of communication between supervisory personnel and staff.

The board intends to expedite the process for all concerned parties. Staff will use the administrative procedures whenever they feel that a district action has aggrieved them. The procedures are established to secure a proper and equitable solution to a complaint at the lowest possible supervisory level and to facilitate an orderly procedure within which solutions may be pursued.

A grievance is any condition, action or lack of action by the district or its staff which the staff member(s) believes to be unjust or affects the conditions or circumstances under which an employee works. A grievance may be a claim by a staff member based upon alleged violation, misinterpretation or a misapplication of existing district policies or administrative procedures.

All documents, communications and records dealing with the processing of a grievance shall be maintained in a separate file and shall not be kept in the personnel file of the aggrieved.

That failure to reach a satisfactory agreement would allow the grievant to elect to pursue another alternative through RCW 28a.645.010.

Adopted: January 12, 1993

Appendix C: Policy 5240 and Procedure 5240P

5240P Procedure - Resolution of Staff Complaints

The following procedure has been established for resolving a written complaint filed by a member of the staff:

Step One

The staff member will present the complaint in writing to the Superintendent within 15 calendar days of the action or incident that gave rise to the complaint. If the complaint is about the Superintendent, the complaint shall be submitted to the Board Chair, who will either handle it themselves at Step One or designate another administrative staff member to handle the Step One complaint. The written statement of the complaint will contain:

- A. The facts upon which the complaint is based as the staff member who is filing the complaint sees them;
- B. A reference to the policies/procedures of the district which have allegedly been violated; and
- C. The remedies sought.

Failure to submit a written complaint within the timeline specified will result in waiver of the complaint.

If a written complaint is filed in compliance with the timeline specified above, the staff member will discuss this complaint with the Superintendent or the person designated by the Board Chair. If the complaint is against another staff member, such individual may be present at the meeting to present the facts as they see them.

A sincere effort will be made to resolve the complaint at this level. If the aggrieved person does not appeal the complaint to the Board in writing within 10 calendar days of the aggrieved person's meeting with the Superintendent or the person designated by the Board Chair, the complaint will be waived.

Step Two

The Board will schedule a meeting no later than the Board's next regular meeting after the receipt of the complainant's written appeal, to hear the employee's claim. If the complaint is against another staff member, such individual may be present at the hearing to present the facts as they see them.

The Board will render a decision regarding the appeal within 10 calendar days of the aggrieved person's meeting. The board's decision will be considered final.

Memorandum of Understanding: Student Discipline and Handbook Provisions

The District and Association agree that during the 2024-25 work year the District Superintendent-Principal and as many employees as are interested shall meet to update the student handbook regarding student discipline and create any other auxiliary student discipline documents as the committee concludes would be helpful.

For the District:

For the Association:


Rickard Winters, Superintendent

Date: 9/26/24


Caitlin Reman, President

Date: 9/26/24

Memorandum of Understanding: Four Day Work Week

For the 2024-25 work year the normal workday for an employee shall not exceed eight and one-half (8-1/2) hours per day, four days per week, on the following schedule, 7:30 a.m. to 4:00 p.m. on Tuesdays through Thursdays and 7:00 a.m. to 3:30 p.m. on Fridays.

The parties may agree to reopen this agreement as needed during the 2024-25 work year, and to extend the agreement in subsequent years when the District will be operating on a four-day week.

For the District:

For the Association:


Rickard Winters, Superintendent


Caitlin Reman, President

Date: 9/26/24

Date: 9/26/24

North River Teacher Base Contract Amounts for 2024-25

Step	BA-0	BA-15	BA-30	BA-45	BA-90/MA	MA-45	MA-90/PHD
1	\$ 60,896.02	\$ 63,330.93	\$ 65,865.67	\$ 68,500.08	\$ 71,239.08	\$ 74,089.28	\$ 77,053.33
2	\$ 62,820.87	\$ 65,333.49	\$ 67,946.72	\$ 70,664.54	\$ 73,492.23	\$ 76,431.13	\$ 79,489.17
3	\$ 64,806.61	\$ 67,399.96	\$ 70,095.30	\$ 72,899.16	\$ 75,814.23	\$ 78,847.11	\$ 82,001.79
4	\$ 66,855.89	\$ 69,530.02	\$ 72,313.98	\$ 75,202.62	\$ 78,211.68	\$ 81,339.88	\$ 84,593.84
5	\$ 68,968.72	\$ 71,727.57	\$ 74,596.31	\$ 77,580.21	\$ 80,683.26	\$ 83,910.75	\$ 87,267.97
6	\$ 71,149.06	\$ 73,995.29	\$ 76,954.04	\$ 80,033.26	\$ 83,234.27	\$ 86,563.70	\$ 90,025.50
7	\$ 73,398.24	\$ 76,334.49	\$ 79,387.23	\$ 82,563.09	\$ 85,864.72	\$ 89,300.05	\$ 92,871.73
8	\$ 75,717.59	\$ 78,746.50	\$ 81,897.21	\$ 85,172.36	\$ 88,579.89	\$ 92,122.45	\$ 95,807.98
9	\$ 78,111.07	\$ 81,236.62	\$ 84,485.29	\$ 87,865.02	\$ 91,379.78	\$ 95,034.86	\$ 98,835.57
10	\$ 80,581.33	\$ 83,803.52	\$ 87,156.77	\$ 90,642.41	\$ 94,268.37	\$ 98,038.63	\$ 101,959.80
11	\$ 83,128.37	\$ 86,452.50	\$ 89,911.66	\$ 93,507.17	\$ 97,248.30	\$ 101,137.71	\$ 105,183.32
12	\$ 85,756.16	\$ 89,186.20	\$ 92,753.91	\$ 96,463.27	\$ 100,322.23	\$ 104,334.75	\$ 108,508.77