

2023-2024



USVEA CONTRACT



TABLE OF CONTENTS

PREAMBLE.....	4
WITNESSETH.....	4
ARTICLE I – RECOGNITION AND DEFINITIONS.....	5
SECTION 1 - RECOGNITION.....	5
SECTION 2 –DEFINITIONS.....	5
ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT.....	6
SECTION 1 - RATIFICATION AND MUTUAL CONSENT.....	6
SECTION 2 - RELATIONSHIP TO EXISTING POLICIES.....	6
SECTION 3 - COMPLIANCE OF AGREEMENT.....	6
SECTION 4 - CONFORMITY TO LAW.....	6
SECTION 5 - DISTRIBUTION OF AGREEMENT.....	6
SECTION 6 - APPENDICES.....	6
SECTION 7 - MANAGEMENT RIGHTS.....	6
ARTICLE III – ASSOCIATION RIGHTS.....	7
SECTION 1 - EXCLUSIVITY.....	7
SECTION 2 - ACCESS AND EQUIPMENT USE.....	7
SECTION 3 - MEMBERSHIP COMMUNICATION.....	7
SECTION 4 - AVAILABILITY OF INFORMATION.....	7
SECTION 5 - COMMUNICATION.....	8
SECTION 6 - PAYROLL DEDUCTION AND REPRESENTATION FEES.....	8
SECTION 7 - RELEASE TIME.....	8
SECTION 8 – BUILDING REPRESENTATIVE.....	8-9
ARTICLE IV – EMPLOYEE RIGHTS.....	10
SECTION 1 - INDIVIDUAL RIGHTS.....	10
SECTION 2 - RIGHT OF ASSOCIATION.....	10
SECTION 3 - JUST CAUSE.....	10
SECTION 4 - ACADEMIC FREEDOM.....	10-11
SECTION 5 - PERSONNEL FILE.....	11
SECTION 6 - TEACHER PROTECTION.....	12
SECTION 7 - STUDENT DISCIPLINE.....	12-13
SECTION 8 - INDIVIDUAL TEACHER CONTRACT.....	14
SECTION 9 - SUPPLEMENTAL CONTRACT.....	14-15
SECTION 10 - ASSIGNMENT, VACANCIES, PROMOTIONS, TRANSFERS AND NEW POSITIONS.....	16-17
SECTION 11 - SUBSTITUTES.....	17

TABLE OF CONTENTS

SECTION 12 - COMPLAINTS AGAINST TEACHERS.....	18
ARTICLE V – LEAVES.....	19
SECTION 1 - LEAVES.....	19-20
SECTION 2 - SICK LEAVE (ILLNESS, INJURY AND EMERGENCY).....	19-20
SECTION 3 - FAMILY ILLNESS.....	20
SECTION 4 – FAMILY MEDICAL LEAVE ACT / FAMILY CARE LEAVE ACT.....	20-21
SECTION 5 – SHARED LEAVE PROGRAM	21
SECTION 6 - CHILD CARE LEAVE.....	21
SECTION 7 - PERSONAL LEAVE.....	21
SECTION 8 - BEREAVEMENT LEAVE.....	21
SECTION 9 - PUBLIC SERVICE LEAVE.....	21
SECTION 10 - ASSOCIATION LEAVE.....	22
SECTION 11 - EXTENDED UNCOMPENSATED LEAVE: EXTENDED LEAVE WITHOUT PAY BUT WITH JOB SECURITY.....	22
SECTION 12 - SPECIAL LEAVE.....	23
SECTION 13 - ATTENDANCE AT MEETINGS, CONFERENCES AND OBSERVATIONS AT OTHER SCHOOLS.....	23
ARTICLE VI – SALARIES, STIPENDS AND BENEFITS.....	24
SECTION 1 - EMPLOYEE SALARY SCHEDULES.....	24
SECTION 2 - SALARY SCHEDULE PLACEMENT AND MOVEMENT.....	24-25
SECTION 3 - PAYROLL DEDUCTIONS.....	25
SECTION 4 - PAYMENT PROVISIONS.....	25
SECTION 5 - INSURANCE BENEFITS.....	26-28
SECTION 6 - PART-TIME EMPLOYEES (NON-SUBSTITUTES).....	28
SECTION 7 - TRAVEL.....	28
SECTION 8 - TIME OUTSIDE OF THE WORKDAY.....	28
ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT.....	29
SECTION 1 - CALENDAR.....	29
SECTION 2 - WORK DAY.....	29-30
SECTION 3 - STUDENT-TEACHER RATIO.....	30-32
SECTION 4 - CLASSROOM VISITATIONS.....	32
SECTION 5 - PARENT AND VISITORS CONFERENCES.....	32
SECTION 6 - EMPLOYEE FACILITIES.....	32
SECTION 7 - SAFE WORKING CONDITIONS.....	32
SECTION 8 - INSTRUCTIONAL SUPPORT.....	33
SECTION 9 - SELECTION OF INSTRUCTIONAL MATERIALS.....	33

TABLE OF CONTENTS

SECTION 10 - AFTER SCHOOL SUPERVISION.....	33
SECTION 11 - USE OF SCHOOL CAR(S).....	33
SECTION 12 - EMERGENCY CONDITIONS.....	34
SECTION 13 - LAYOFF AND RECALL.....	34-35
SECTION 14 - STUDENT TEACHERS.....	35
ARTICLE VIII – EVALUATIONS.....	36
SECTION 1- INTRODUCTION.....	36
SECTION 2 – DEFINITIONS.....	36
SECTION 3 – PROFESSIONAL DEVELOPMENT.....	36
SECTION 4 – STATE CRITERIA AND SCROING.....	36-37
SECTION 5 – INSTRUCTIONAL FRAMEWORK.....	37
SECTION 6 – COMPREHENSIVE EVALUATION	37-38
SECTION 7 – FORMAL OBSEERVATION	38-39
SECTION 8 – INFORMAL OBSERVATION.....	39
SECTION 9 – EVIDENCE AND ARTIFIACS.....	40
SECTION 10 – RECORD KEEPING.....	40
SECTION 11 – FINAL COMPREHENSIVE EVALUATION CONBFERENCE.....	40-41
SECTION 12 – FOCUSED EVALUATIOIN OPTION.....	41
SECTION13 – SUPPORT FOR BASIC OR UNSATISFACTORY.....	41-42
SECTION 14 – PROBATION.....	42-43
SECTION 15 – EVALUATION DURING THE PROBATION PERIOD.....	43-44
SECTION 16 – NON-RENEWAL/DISCHARGE.....	44
SECTION 17 – EVALUATION.....	45
SECTION 18 – RELATIONSHIP TO GRIEVANCE PROCEDURE.....	45
ARTICLE IX – GRIEVANCE PROCEDURES.....	46
SECTION 1 - DEFINITIONS.....	46
SECTION 2 - GENERAL CONDITIONS.....	46-47
SECTION 3 - PROCEDURES.....	47-48
SECTION 4 - DEVIATION FROM PROCEDURE.....	48
SECTION 5 - EXCLUSION OF CERTAIN MATTERS.....	48
SECTION 6 - WAIVER.....	48
DURATION.....	49
APPENDIX 1 - Personnel File Inventory Form.....	50
APPENDIX 2 - Standard Certificated Employee Contract.....	51

TABLE OF CONTENTS

APPENDIX 3 - Provisional Certificated Employee Contract.....	52
APPENDIX 4 - Rider.....	53
APPEDNIX 5 - Certificated Staff Salary Schedule 2020-2023.....	54
APPENDIX 6A-Activity Schedule and Job Duties.....	55-56
APPENDIX 6B-Attestation.....	57
APPENDIX 7 – Calendar.....	58
APPENDIX 8 - Extended Employee Contract.....	59

PREAMBLE

This agreement is entered into this 1st day of September 2023, by and between the Upper Skagit Valley Education Association, and the Concrete School District Number 11, County of Skagit, Washington. This agreement shall be effective as of September 1, 2023 and shall continue in effect until the thirty-first (31st) day of August 2024.

WITNESSETH

Employment Relations Act, RCW Chapter 41.59, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and;

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECONGNITION AND DEFINITIONS

SECTION 1 RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees of the District who are required as a condition of employment to be certificated, whether under contract or on leave, except:

Superintendent

Principals

Any other employees excluded by definition in the Act (RCW 41.59) or rulings on the Commission.

SECTION 2 DEFINITIONS

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

The term “Agreement” shall mean this entire contract.

The term “Association” shall mean the Upper Skagit Valley Education Association.

The term “Board” shall mean the Board of Directors of the Concrete School District Number 11.

The term “certificated personnel” shall mean those persons who are certificated by the State of Washington and have a contract with the Concrete School District and are members of this bargaining unit.

The term “District” shall mean the Concrete School District Number 11.

The term “Employee Organization” shall have the same meaning as set forth in RCW 4.59.020 (1).

The terms “teacher”, “educational employee”, or “employee” shall refer to all employees represented by the Association in the bargaining unit as defined in Article I – Section 1.

The term “day” shall mean calendar days unless otherwise specifically defined in this agreement.

The term “basic daily contract rate” shall mean the individual employee’s basic annual contract rate divided by 180 days.

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

ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT

SECTION 1

RATIFICATION AND MUTUAL CONSENT

This Agreement shall become effective in accordance with the Duration Clause herein upon ratification by the Board and Association and when signed by authorized representatives thereof and may be amended or modified during its term only with consent of the parties.

SECTION 2

RELATIONSHIP TO EXISTING POLICIES

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms. Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with this Agreement shall not be affected by this Agreement.

SECTION 3

COMPLIANCE OF AGREEMENT

All individual teacher contracts shall be subjected to and consistent with Washington State Law and the terms of this Agreement. Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual teacher contract contains any language inconsistent with this Agreement shall continue in full force and effect.

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 teacher or groups of teachers covered hereby shall be adjudged contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

SECTION 5

DISTRIBUTION OF AGREEMENT

Within thirty (30) days following the signing of this Agreement, the District will type, duplicate and provide the Association ten (10) copies plus one for each employee. All teachers new to the District shall be provided a copy of this Agreement by the District upon issuance of their personal contract, and the Agreement shall be available for inspection at the District office by all applicants for teaching positions. The actual hourly cost of typing and duplication will be shared equally by the parties.

SECTION 6

APPENDICES

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

SECTION 7

MANAGEMENT RIGHTS

It is the intention of the parties hereto that rights, power, prerogatives, duties and authority which the Board now has or had prior to the signing of this Agreement are retained by the Board except those which are specifically abridged or modified by this Agreement. Such abridgment or modification shall be to the extent specifically set forth in this Agreement and such abridgment or modifications are to be strictly construed.

ARTICLE III – ASSOCIATION RIGHTS

SECTION 1 EXCLUSIVITY

Rights herein granted to the Association shall not be granted to any competing labor organization except as required by law.

SECTION 2 ACCESS AND EQUIPMENT USE

So long as neither the Association nor its representative are promoting, taking part in or authorizing any concerted work stoppage of slowdown or withholding of contracts in the District, duly authorized representatives of the Association and their representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Likewise, the Association shall have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay only for the actual costs incident to such use.

SECTION 3 MEMBERSHIP COMMUNICATION

The Association shall be the only certificated employee organization with the right to utilize bulletin boards which shall be provided in each faculty lounge of each school in the District, or place of reasonable access to teachers if faculty lounges are not in existence in a given school.

The Association shall have the right to use the teacher mail boxes for communications purposes. The source of all notices will be identified on the document, and items on bulletin boards will be removed in a timely fashion.

SECTION 4 AVAILABILITY OF INFORMATION

The Association, through its designated representatives, shall be provided information upon request from the District which will assist the Association in developing accurate, informed and constructive bargaining proposals, and information which may be necessary for the Association to process any grievance, complaint, or conduct its business, including the following:

- Annual Budget
- Monthly Financial Reports
- Student Enrollment Reports
- Annual Financial Reports
- Audit Reports
- Board Agendas
- Board Minutes
- Names of all contracted teachers and working substitute teachers

Requests for information from the Association shall be directed to the Superintendent and shall specify the document by title, or specific description of material requested, if no title or identification number is existent or known to the Association. Information requests shall be honored within a reasonable amount of time. The District shall not be required to formulate or compile information which, in the course of its operation, is not in existence in such formulated or compiled form. The Association shall be required to pay for all such services which require extra time at one-half (1/2) the hourly rate of the clerical employee preparing the requested information if access required research in the archives.

ARTICLE III – ASSOCIATION RIGHTS

SECTION 5 COMMUNICATION

Nothing in this Agreement or District Policy shall be construed to limit the right of an individual to communicate his/her views to members of the Board at reasonable times and places.

The Board shall schedule on the agenda of each regular Board meeting under “new business” or other appropriate places on the agenda, matters brought to its attention by the Association, and allow the Association reasonable time to address these matters.

SECTION 6 PAYROLL DEDUCTION AND REPRESENTATION FEES

A. NOTICE:

On or before August 25, of each year, the Association shall give written notice to the Board of the dollar amount of individual dues and fees.

B. MEMBERSHIP DEDUCTIONS

The Association shall supply the District with properly signed Association dues and fees deduction authorizations which shall set forth the amount of such deduction and shall contain the statement that such authorization shall continue to effect from year to year unless requested for revocation is submitted to the Association, signed by the teacher prior to August 25, preceding the designated school year for which revocation is to take effect. Upon receipt of the form, the district shall deduct dues for the following pay period. Each month during the school year the Association agrees to provide the District Office with the names of those teachers who have joined the Association and paid its dues and fees by means other than through payroll deduction.

SECTION 7 RELEASE TIME

Whenever Association representatives are mutually scheduled with the Board’s or Administration’s representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay and a substitute will be provided. The parties agree that negotiations and grievance hearings, in addition to being scheduled during normal school hours may also be scheduled after normal school hours.

The Association President shall be released when his/her last class is dismissed to conduct Association business, so long as it does not interfere with scheduled meetings with parents, teachers or students.

With the exception of situations which involve the safety and security of students, the Association President shall not be assigned to non-classroom supervision of students.

SECTION 8 BUILDING REPRESENTATIVE

A. MEETINGS WITH SUPERINTENDENT:

The Superintendent shall meet with the Association building representatives and / or the Association President at the latter’s request, at least monthly during academic year. The purpose of these meetings shall be to discuss the administration of this Agreement, issues that impact school climate and district

ARTICLE III – ASSOCIATION RIGHTS

morale, and other matters of concern to either party, provided that neither the Superintendent nor the Association representatives has the authority to reach any decision which changes agreement.

B. NON-CLASSROOM ASSIGNMENTS:

Association building representatives shall not be assigned non-classroom supervising of students to any greater degree, on the average, than other staff members. If a building representative is assigned to such duty, the Association may arrange for a replacement for such representative.

ARTICLE IV – EMPLOYEE RIGHTS

SECTION 1 INDIVIDUAL RIGHTS

The private and personal life of any employee is not within the appropriate concern or attention of the Board, except as it effects job performance.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere.

SECTION 2 RIGHT OF ASSOCIATION

Employees shall have the right to self-organization, to form, join or assist employee organizations, to bargain collectively through representation of their own choosing, and shall also have the right to refrain from any or all of such activities except to the extent required herein as to representational fee payments.

SECTION 3 JUST CAUSE

No employee shall be warned, reprimanded, suspended, or reduced in rank or professional advantage without just and sufficient cause. The specific grounds forming the basis for such disciplinary action will be made available to the teacher and the Association in writing.

Disciplinary action shall in no way be interpreted to preclude the administrator's right to discuss informally with any employee his concerns about that employee's job performance and its upgrading so long as such discussions do not constitute disciplinary action. An employee shall be entitled to have present a representative of the Association during disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until the employee has been granted a reasonable time to have such representative of the Association present.

The Board agrees to follow a policy of progressive discipline which includes in this order: verbal warning, written reprimand, suspension with pay, suspension without pay, nonrenewal or discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

SECTION 4 ACADEMIC FREEDOM

Academic Freedom shall be guaranteed to all employees. Employees shall be guaranteed professional freedom in classroom presentations and discussions, may allow discussion on political, religious or otherwise controversial materials, provided that the subject matter is being discussed as part of the educational process and that the subject matter is reasonably related to the curriculum, the course content, and the maturity level of the students. When the employee is in doubt as to appropriateness of the matter for anticipated discussion, the matter will be referred to the principal.

When such an issue is discussed with or without the participation of a guest speaker, it is the responsibility of the employee to reasonably ensure that all sides of the issue are equally presented. Employees shall preface their own personal opinions by emphasizing that such statements constitute their personal opinion on controversial issues. Students should have the opportunity to find, collect, and

ARTICLE IV – EMPLOYEE RIGHTS

assemble factual material on the subject; to interpret the data without prejudice; to reconsider assumptions and claims, and reach their own conclusions.

Teachers who operate within these guidelines shall have the support of the Board and the Administration.

No mechanical or electronic device shall be utilized in any classroom or brought in on a temporary basis which would allow a person to be able to listen to or record the procedures in any class without the knowledge of the employee involved that the device is activated.

No student grade will be changed without the approval of the classroom teacher.

SECTION 5 PERSONNEL FILE

Teachers or former teachers shall upon request, have the right to inspect all contents of their complete personnel file. Upon the request, a copy of any documents contained therein shall be afforded the teacher at their expense.

A separate file for processed grievance shall be kept apart from the teacher's personnel file and shall be open for inspection by the teacher.

Anyone, at the teacher's request, may be present at this review.

Each teacher's personnel file shall contain the following minimum items of information: The teacher's evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records.

Any material not shown to a teacher within 10 working days after date of incident shall not be placed in the personnel file.

No evaluation, correspondence, or other material making any reference to a former teacher's competence, character, or manner, shall be kept or placed in the personnel file without the teacher's knowledge and exclusive right to attach his/her own written comments.

The teacher shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content. Derogatory statements from non-professional (e.g. parents, students, non-educators) sources shall not be included in the individual personnel files.

No derogatory material with a potential exception of annual evaluation reports shall remain in a teacher's file for more than three (3) years from the date of entry and such material shall be given to the teacher, upon teacher's request.

Upon request by the teacher, the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said teacher (Appendix 1).

The principal or supervisor may also keep records for evaluation or discipline purposes in his/her staff files. Principal files will be destroyed upon termination of employment of either the school principal or the teacher, or in the event a school principal or a teacher is assigned to another building in the District.

ARTICLE IV – EMPLOYEE RIGHTS

SECTION 6 TEACHER PROTECTION

A. HOLD HARMLESS:

The District agrees to provide insurance to save teachers harmless and defend them from loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit or judgement by reason of any negligent act or failure to act by such teacher, within or without the school building, provided such teacher, at the time of the act or omission complained of was acting within the scope of employment or under the direction of the Board.

B. ASSAULT:

Any assault upon a teacher shall be promptly reported to the immediate supervisor or its designated representative. The district will render all assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. COVERAGE OF PERSONAL PROPERTY

The District shall provide insurance for the replacement of any clothing, or other personal property damaged or stolen during the course of their employment, when such damages, destruction or loss as the result of an employee engaged in the maintenance of order and discipline and the protection of school personnel, student or property thereof.

D. CONDITIONS OF COVERAGE OF PERSONAL PROPERTY:

The following conditions will be applied in coverage of personal property:

1. Personal property brought to the work place must be with the permission of the building administrator and listed on an inventory filed with the District, which includes description of item and present value.
2. The District coverage is secondary to any other valid and collectable insurance, including the employee's homeowner's policy, but the District shall be responsible for the deductible.

SECTION 7 STUDENT DISCIPLINE

In compliance with all state, federal laws and board policy certificated staff shall have the right and the responsibility to maintain good order and discipline in the classroom and on school premises at all times. The highest consideration must be given to the judgment of the certificated educators regarding conditions necessary to maintain an optimum learning atmosphere in each classroom. The employee shall use reasonable and professional judgment concerning discipline matters. The Board and Administration shall support and uphold employees in their effort to maintain discipline in the District, including authority of employees in their efforts to maintain discipline in the District, including authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees, especially those set forth in RCW 28A.58.1011 and .201 and shall within a reasonable amount of time respond to all employees' requests regarding discipline problems.

The District shall take all appropriate and necessary actions to protect employees from unsafe conditions caused by students.

A. The District Shall ~~M~~make every reasonable effort to ensure an administrator or designee is available during the student day to handle student discipline problems. Each building shall have an administrator responsible for discipline support. In the buildings in which a principal is assigned, the principal shall be responsible for discipline support. In situations in which there is not a principal assigned, the

ARTICLE IV – EMPLOYEE RIGHTS

superintendent shall designate an administrator in charge of discipline support and shall notify the certificated staff within such buildings of the person so designated.

B. At least twice a year (September and March), the principal/designee and the certificated employees in each school building shall meet and confer for the purpose of developing, renewing, or both, written building discipline systems and procedures. Building discipline plans will contain procedures for dealing with disruptive students in individual classrooms and other building spaces. A teacher's opinions at these meetings and discussions will never be viewed in a negative light during the teacher evaluation process. Such review shall include distribution of applicable RCWs, WACs, and board policy.

C. A disrupter may be excluded from class for all or any portion of the balance of the day, up to two days from the class they exhibited the disruptive behavior **in**, or until the certificated staff and the principal/designee have conferred, whichever occurs first.

D. The certificated staff and the principal/designee will confer (in-person, or via email, or by phone, or other method of communication) prior to the return of the disrupter and work together to comply with applicable RCWs, WACs, and board policy as now constituted or subsequently amended.

E. The removing certificated staff member, except in emergency situations, must first attempt one or more alternative forms of corrective actions per event prior to the removal of the student. Corrective actions include, but are not limited to, verbal warning, new seat assignment, phone call home, and/or the use of positive behavior supports.

F. The District shall ensure that suspended or otherwise excluded students will be given assignments and homework for the time they miss class.

G. The District shall ensure that suspended students with disabilities will be given instruction, assignments and homework for the time they miss class as coordinated by the case-manager.

H. The District has elected "Right Response" as the de-escalation protocol for staff.

I. The District shall develop a plan to ensure exclusions, suspension, and expulsion are proportionate between the various demographic categories in the district.

J. Prior to a student with a history of security or safety problems or whose family has a history of security or safety problems being placed in an employee's classroom or caseload, the receiving certificated employee will immediately be given all information available concerning the student, unless to do so would violate privacy laws. This will include suspension/expulsion information for any serious offenses and include the intervention and behavior modification program or the equivalent. This access to information will be given to the certificated staff member whether the student was removed from that member's classroom, another member's classroom, or another school in or out of the District. The principal or designee and employee will meet to develop a safety plan.

K. Employees, whether certificated or not, having concerns about general or specific student discipline issues, may request a meeting with the appropriate administrator or designee. If such a meeting is requested, it will occur in a timely manner and at a mutually agreeable time.

L. The District shall adhere to board policy and state law as it relates to violence or threats of violence against employees.

ARTICLE IV – EMPLOYEE RIGHTS

SECTION 8 INDIVIDUAL TEACHER CONTRACT

The District shall provide each teacher with a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement (Appendix 2 and 3).

A. COPIES OF CONTRACT:

Three (3) copies of a contract shall be given to the employee for signature each year prior to the end of the current school year for purposes of employment in the ensuing school year. One (1) copy may be retained by the teacher at the time it is signed. Two (2) signed copies shall be forwarded to the District office to be signed by the District. One (1) of these copies shall be placed in the teacher's personnel file and the second copy shall be returned to the teacher. Copies of the signed contract shall be returned to the District office *by the last working school day in June*, by the employee, except where demonstrable unusual circumstance make return impossible.

B. RIDER:

If bargaining between the District and Association has not been completed when contracts are issued, said contract will be issued based upon the most recent Concrete Certificated Salary Schedule and accompanied by the Rider, attached hereto as Appendix 4. Contracts will be issued prior to the beginning of the new school year.

C. RELEASE FROM CONTRACT:

A teacher under contract shall be released from the obligations of the contract upon request under the following conditions.

1. A signed and dated letter of resignation must be submitted to the Superintendent's office.
2. A release from contract for the ensuing school year shall be granted provided a signed and dated letter of resignation is submitted to the Superintendent by *last Monday in June*.
3. A release from contract for the ensuing school year shall be granted after *last Monday in June* provided, in the judgement of the District, a quality replacement can be obtained.
4. A release from contract shall be granted upon the teacher's request which is also accompanied by a doctor's written explanation in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

D. LENGTH OF CONTRACT

The length of the base employee contract shall be one hundred and eighty (180) days plus the number of professional learning days funded by the state plus any additional professional learning days agreed to in the CBA.

E. EXTENSION OF CONTRACT

Any extension of contracted days by the District shall be computed at the basic daily contracted rate of the teacher involved.

SECTION 9 SUPPLEMENTAL CONTRACT

A. EXTRA-CURRICULAR DUTIES:

Teachers may be assigned to reasonable extra-curricular duties. (Extra-Curricular responsibilities related to extra-curricular stipends in the CBA are listed in Appendix 6A and 6B.) In such event, a supplemental contract and supplemental assignments shall be issued subject to the following:

ARTICLE IV – EMPLOYEE RIGHTS

1. Appointments to extra-curricular and supplemental assignments are for one (1) year and renewable at District discretion. Assignments shall be in accordance with current statutory provisions.
2. If the supplemental contract is not to be renewed for the ensuing year, the employee shall receive written notice by May 15th. Such written notice shall state the reasons(s) for such action
3. Payment of supplemental contracts will occur at the end of the school year in accordance with the activity schedule attached hereto as Appendix 6. Payment will require a written attestation by the employee verifying completion of the duties as described in Appendix 6A. The employee attestation form is attached as Appendix 6B. In the event of periods of school closure which require the activities of the individual assignment to cease, payment will be prorated according to duties completed up to the date of school closure.

PROFESSIONAL RESPONSIBILITY STIPEND: The District will provide employees with an additional supplemental contract for the duties related to professional responsibilities, referred to as a professional responsibility stipend (PRS). The PRS is provided as an incentive to fulfill responsibilities related to the District's program of professional learning under RCW 28A.415.430.

For the 2023-2024 school year, the Professional Responsibility Stipend will:

1. Include \$2,000 to enrich their teaching and instructional practice. Employees will be granted no less than one professional development leave day per school calendar year. Employees will use individual professional judgment to select opportunities to meet their needs. (RCW 28A.415.430) Employees will identify their professional learning goal with their supervisor during their pre-evaluation conference and document the goal in EVAL records.
2. Fund four district/state-directed professional development days to be scheduled before the start of school and one district-directed day to be used for online compliance training.
3. For employees at the MA+90 (Step 16), the PLS will reflect an additional amount related to professional learning as recognition of the crucial role experienced teachers play in implementing districtwide professional development.

The parties intend that all salaries paid are in compliance with salary compliance laws and compensation limits. Should it be determined that the payment of salaries is not in legal compliance, the parties agree to meet to address the needed changes.

B. Each individual contract is for work associated with teaching basic education requirements as defined by (RCW 28A.150.200). In addition, those activities previously associated with responsibility stipend and occurring outside the classroom such as collaboration meetings, IEP meetings, student assistance team, and/or 504 meetings, staff meetings, and meetings with families and or students are now part of total compensation. The salary represents 180 days which will be identified on the official school calendar. Each school day is comprised of 7.5 hours inclusive of a 30-minute lunch. Teacher's per-diem rate will be calculated one-one hundred eightieth of the regular contract. If the District request teachers to work outside of the work day for a required meeting or training not described in the above language. Teachers will be paid at their per-diem rate on a time card submitted to the payroll department. The District respects employee time and will compensate staff when requesting they attend such activities. This is exclusive of advisor positions and activities associated with stipends already existing in the current contract language.

ARTICLE IV – EMPLOYEE RIGHTS

C. NATIONAL BOARD CERTIFICATION:

Bona fide candidates will be reimbursed up to \$500 for relevant expenses associated with obtaining National Board Certification and given notification by the district by the 15TH of August for grant development. National Board candidates will be given up to 5 prearranged release days *throughout the certification process* for the purpose of preparing portfolio entries and/or assessment center activities. *Additional release days may be granted upon request to the Superintendent.* National Board candidates *for initial certification and recertification* will have access to district facilities, technology, cameras, video recording equipment, etc. in order to prepare his/her portfolio.

SECTION 10

ASSIGNMENT, VACANCIES, PROMOTION, TRANSFER AND NEW POSITIONS

A. GENERAL PROVISIONS

Employees will ordinarily be assigned, in accordance with regulations of the State Board of Education, to subjects, grades and/or other classes within their teaching certificates and/or their major or minor fields of study or qualification in specialty areas. Notification of tentative assignments will ordinarily be made in writing by May 15. Except where mitigating circumstances do not make it possible, final assignments shall be available to employees forty-five (45) calendar days before commencement of the assignment, but in any event shall be made available as soon as finally determined by the District.

B. VOLUNTARY TRANSFER:

In determination of the assignments and transfers, the convenience and work of the teacher shall be considered to the extent that these considerations do not conflict with District needs as established by the Board. To assure that teachers are given every priority consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used.

1. During the instructional year, all vacancies shall be publicized to the staff through written notice which will be distributed by normal staff communication as far in advance of the date of the opening of any vacancy or new position.
2. During the summer or other non-instructional time, such notification shall be made by letter to the Association President and to employees who have completed a request for transfer.
3. Employees who desire a transfer or reassignment shall submit a written request for transfer which shall be kept on file by the District until September 1st of the following year when it shall be returned to the employee.
4. A notice of vacancy or new position shall clearly set forth the qualifications for the position, the procedures for applying, and the expectations in terms of professional performance.
5. Interested teachers shall apply for the positions within twenty (20) calendar days following advertisement of the position. Exceptions may be granted through the U.S.V.E.A President and Executive Committee.
6. Teachers who have a pending request for transfer, assignment or reassignment shall be fairly considered along with other applicants for the position. The factors considered will be:
 - a) Length of time in the District
 - b) Past evaluations
 - c) Subject endorsements
 - d) Demonstrated competence for the position
7. Not more than thirty (30) days after the position has been filled, the Superintendent or designee shall notify, in writing or by personal conference, each teacher whose request for transfer, assignment or reassignment was not granted and the reason(s) for not granting the request.

ARTICLE IV – EMPLOYEE RIGHTS

C. INVOLUNTARY TRANSFER (due to district needs and teacher certification);

1. Initially, the District will seek out volunteers for transfers. An involuntary transfer will be made only in case of an emergency, to prevent undue disruption of the instructional program, or to enhance the best interests of the instructional program.
2. Each involuntary transfer will be considered on its own merits and will be made in keeping with the best interests of the instructional program and professional training of the teacher.
3. The Superintendent shall notify the affected teacher and the Association, in writing, of the reasons for such transfer before the change is to become effective.
4. The District will notify, in writing, any teacher to be transferred as soon as possible, but no less than ten (10) working days prior to the transfer unless it is an emergency situation.
5. Three days of release time will be given the affected teacher in order to complete the move and become oriented to the new assignment, if it occurs after the initial assignment has been made and during the school year.
6. Teachers who are transferred will be given priority on returning the following year to the position from which they have been transferred.
7. The district and union will work together to ensure affected teacher is given reasonable time, training and relevant support to the new position.

SECTION 11 SUBSTITUTES

Long Term Substitutes are those who have been employed twenty (20) consecutive working days or more in the same position. A regular substitute is a person who has been employed thirty (30) intermittent working days during a school year. A Casual Substitute is a person who has been employed less than thirty (30) working days during a school year.

A. LONG TERM SUBSTITUTES:

On the twenty-first (21) working day of consecutive employment, the District will place the employee on the appropriate step of the salary schedule. With the exception of Article VII; Section 13, Layoff and Recall, all such employees will be subject to all terms and conditions of this Collective Bargaining Agreement.

- B.** Substitutes who work in a position involving consecutive days will not be denied the on-going position unless, as a result of an ongoing search, a certificated teacher in the subject area needed is found to replace the substitute.

C. REGULAR SUBSTITUTES:

Beginning on the thirty-first (31st) working day of employment, a regular substitute will be compensated at a rate of \$5 more per day than that of a casual substitute.

SECTION 12 COMPLAINTS AGAINST TEACHERS

Whenever written complaints which could result in disciplinary action are made against a teacher, a copy shall be given to the employee within a reasonable length of time. The employee shall be given an opportunity to respond in writing to the complaint. Any such complaint not called to the attention of the teacher may not be used as a basis for any disciplinary action against the teacher.

ARTICLE IV – EMPLOYEE RIGHTS

Verbal complaints against a teacher which could result in disciplinary action should be called to the attention of the teacher within a reasonable length of time. The teacher shall then be given the opportunity to rebut the charge or complaint.

ARTICLE V - LEAVES

SECTION 1 LEAVES

The District will follow all state and federal guidelines regarding leaves for public employees in addition to the stipulations described within this Agreement. Employees should reference FMLA and PFMLA and ADA for further details.

SECTION 2 SICK LEAVE (ILLNESS, INJURY AND EMERGENCY)

A. SICK LEAVE:

In accordance with RCW 49.46.210(1 b ii), sick leave will be granted for an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care. Sick leave will also be granted for the employee to provide care for a family member as per RCW 49.46.210(2) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care or for other uses listed in RCW 49.46.210.

B. SICK LEAVE ACCOUNTING:

At the beginning of each school year, the District will provide all teachers with an accounting of their accumulated sick leave, and at the end of each year, shall provide an accounting of sick leave days used within the time period.

Leave with compensation for illness, injury, and emergencies shall be granted and accrue at a rate of twelve (12) days per year. For persons under contract as part-time employees, that portion appropriate for their ratio to a full-time employee shall be granted. Leave days will be granted the first working day of the employee year. Persons hired into the district with previous in-state work experience in districts or agencies, shall be entitled to the transfer of such sick leave upon receipt of proper verification.

Leave not taken shall accumulate from year to year up to a maximum of one hundred eighty (180) days. The balance of accumulated sick leave days as of December 31 of the previous year shall be reported as a part of the employee contract each year.

Should an employee leave the District's employment prior to the close of a school year having used sick leave beyond that accrued on the basis of one day per month, the District shall have the right to recapture the value of that excess sick leave at or before the time the final compensation is made.

C. USE OF SICK LEAVE:

An employee is authorized to use paid sick leave for absence resulting from their own or their family member's mental or physical illness, injury, or health condition; to accommodate their own or their family member's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or their own or their family member's need for preventive medical care. "Family member" is defined in accordance with RCW 49.46.210.

D. EXTENDED USE OF SICK LEAVE:

A teacher who has exhausted all accumulated sick leave and who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted leave under ARTICLE V, Section 8.

ARTICLE V - LEAVES

E. REQUIRED MEDICAL REPORT:

Any certificated employee claiming benefits of more than five (5) consecutive school days from accumulated sick leave may be required to submit a medical report the fifth school day of the illness and every thirty (30) days thereafter while the illness persists.

F. STATEMENT OF CAUSE:

Certified employees claiming benefits of sick or emergency leave provisions may be required to submit to the Superintendent, through the building principal, a statement of the cause of such absence upon return to service and when required, verification of the emergency. The teacher will immediately fill out requested District forms.

G. EMERGENCY LEAVE:

Emergency leave shall be granted as defined in the following:

- a. The problem must have been suddenly precipitated or must be of such a nature that pre-planning could not relieve the necessity for the absence.
- b. The problem must be one of major importance and not a mere convenience.
- c. Emergency leave is deducted from sick leave.

Explanation for an absence under emergency leave shall be made on forms available in each school office and addressed to the Superintendent of Schools. A completed form for emergency leave shall be submitted to the Superintendent within five (5) working days after return to duty.

H. SICK LEAVE CASH OUT:

Sick Leave will be cashed out in accordance with WAC 392-136-020.

I. SUBSTITUTES:

Unit members who are absent pursuant to Section 1 may request a specific substitute. Said request will be considered by the Administration.

SECTION 3 FAMILY ILLNESS

Certificated staff shall, upon request, be granted a leave of absence when such absence is occasioned by serious illness of a member of the family unit. The term family unit shall mean parent or parent substitute, spouse, child, sibling, mother-in-law, or father-in-law or of other person regularly living with the employee. The first two days per year of such leave as to sickness of a spouse or child shall be with pay and without deduction from sick leave; otherwise such leave shall be classified as emergency leave and shall be deducted from accumulated sick leave, if any.

Employees may use accrued sick leave to care for an individual(s) residing in their home, a family member, or an extended family member, in accordance with the WA Family Care Act.

SECTION 4 FAMILY MEDICAL LEAVE ACT / FAMILY CARE LEAVE ACT

Washington State Paid Family Medical Leave (PFML) - To be eligible for this leave, employees must have worked a minimum of 820 hours over four (4) consecutive calendar quarters and have a qualifying event. PFML shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. If paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit

ARTICLE V - LEAVES

are determined through the Employment Service Department. The District shall pay the statutory employer wage premium to fund this leave.

SECTION 5 SHARED LEAVE PROGRAM

A voluntary program for sharing of accrued sick leave shall be available as allowed in State Statute and shall be administered by the District.

SECTION 6 CHILD CARE LEAVE

Employees may utilize all leaves allowed by federal or state law. Leave without pay shall be granted to any employee for pregnancy and/or childbirth. Such leave will become effective on a date mutually agreed upon by the employee and administration, but the teacher shall give at least thirty (30) days' notice of intent to request such leave, whenever possible. Leave without pay shall also be granted to provide necessary care for any employee's minor child or children. The period of leave may be for up to one year. All employees hired to replace employees while on extended leave shall be hired pursuant to provisions of state law.

SECTION 7 PERSONAL LEAVE

Certificated staff shall be granted three (3) personal leave days per year. Two (2) days may be carried over into the next school year of a maximum of five (5) personal days. Employees will not be required to state any reason for the leave beyond the terms "personal" but must give notice of the request two (2) days in advance. As a general rule the personal leave day may not be utilized by any employee during either the first ten (10) or last ten (10) contracted workdays. Upon request, the Superintendent may allow exceptions to this limitation. No more than two (2) employees from any building may utilize personal leave on any given day without the principal's permission. If more than two employees from a building request a personal day, the superintendent may grant that request contingent on availability of substitute for said day. Personal days may not be used on district or building planned staff development days or in-service half days. In the event teachers do not use the personal leave days during the school year, they may request the District office to cash out three (3) personal days per year at employee per diem.

SECTION 8 BEREAVEMENT LEAVE

Up to three (3) days per death of paid leave shall be granted per school year for bereavement of a household member, relative or significant friend. Such leave is non-cumulative. Written request for additional bereavement leave days must be approved by the Superintendent. If the request for additional days is granted, the daily salary of the substitute will be deducted from the employee's sick leave.

SECTION 9 PUBLIC SERVICE LEAVE

Upon request of an employee, an unpaid leave of absence for public service may be granted for up to a minimum of one year.

ARTICLE V - LEAVES

Upon request of an employee, leave for public service shall be granted, during which time the employee will receive basic rate of pay, less any amounts received for such service. Deductions from sick or emergency leave shall not be made for such leave taken. Public service leave is defined as:

1. Jury Duty.
2. Appearance in court under subpoena as a witness in an action to which neither the employee nor the Association is a party, unless subpoenaed by the Board.
3. Military training duty to maintain reserve status, not to exceed two (2) weeks per year, and then only if reserve training cannot be scheduled during the employee's non-contracted days. No deduction from pay shall be made for such leave unless authorized by state law, in which event deduction shall be made as above set forth.
4. Service for city, county or state-declared emergencies.

SECTION 10 ASSOCIATION LEAVE

Up to twenty (20) days of paid leave shall be available each school year to the Association provided a substitute is available.

Cost of the substitute, if any, will be paid by the Association. The President shall designate the specific members utilizing said leave.

SECTION 11 EXTENDED UNCOMPENSATED LEAVE: EXTENDED LEAVE WITHOUT PAY BUT WITH JOB SECURITY

A. PROFESSIONAL LEAVE:

A leave may be granted for employees who have completed one (1) year with the District to enable the employee to study or travel. No more than two (2) teachers will be granted a professional leave during one (1) year. The following criteria will be utilized in granting said leave.

1. A written request shall be submitted to the Superintendent between May 15 and June 15.
2. A suitable replacement is available for the employee's absence.
3. The prospect of economic impact on the District is minimal.

B. EXCHANGE TEACHER (Domestic or Foreign):

Only upon Board approval shall leave be granted for exchange teaching and teaching in overseas dependent's schools.

C. PROFESSIONAL LEAVE – OTHER:

Upon Board approval a leave may be granted for a teacher to teach one year in another district, work one year in a professionally-related field, or work in Association business.

D. ILLNESS/DISABILITY LEAVE:

A leave for up to one year may be granted employees who are unable to perform their duties because of their illness or disability; PROVIDED HOWEVER, the fact that such leave is applied for, granted, or in effect shall in no way limit the District's ability to discharge the employee or not renew the employee's contract in the same manner it could have but for such leave.

E. RETURN FROM LEAVE:

ARTICLE V - LEAVES

Upon return from leave, a reasonable effort will be made to place the teacher in the last position held or in a similar position in the District, but in any event the teacher shall be guaranteed a certificated position in the District, unless unqualified because of reduction in force criteria and procedures which would have caused the teacher's contract to not be renewed if the teacher had not been on leave.

F. RENEWAL OF LEAVE:

Upon Board approval, such leave may be renewed for up to one additional year.

G. LEAVE REPLACEMENT EMPLOYEES:

Employees hired to replace such employees while on extended leave shall be released from employment pursuant to RCW 28A.67.900.

SECTION 12 SPECIAL LEAVES

Nothing in this Agreement shall be construed to prevent the Board or its designee from granting extended or temporary leaves on terms more favorable to the employee than herein set forth.

SECTION 13 ATTENDANCE AT MEETINGS, CONFERENCES AND OBSERVATIONS AT OTHER SCHOOLS

Leaves for attendance at meetings, conferences, symposiums, and seminars at which concerns vital to education are the subject of discussion may be granted by request to the building principal on one of the bases which follow:

A. FULL PAYMENT:

Substitute and necessary expenses paid by the District. The category applies to teachers authorized by the Board to represent the District at professional conferences, meetings, symposiums, seminars and observations at other schools.

B. PARTIAL PAYMENT LEAVE:

Substitute paid by the District: necessary expenses paid by the teacher or outside agency. This category applies to teachers authorized by the Board to represent the District in cooperation with outside agencies at conferences, meetings, symposiums, and observations. The following procedures must be followed in making applications for these trips:

1. The teacher will submit a letter to the building principle at least ten (10) days prior to the scheduled trip. The letter will include any pertinent information concerning the trip.
2. The principal shall inform the teacher of his decision within two (2) days of receipt of the letter.
3. Upon return, the teacher shall turn in all itemized receipts and bills to the District office.

ARTICLE VI– SALARIES, STIPENDS AND BENEFITS

SECTION 1

EMPLOYEE SALARY SCHEDULES

A. SALARY SCHEDULE:

All teachers shall be placed on the teachers' salary schedule (Appendix 5) which shall be the Concrete Certificated Salary Schedule. All teachers will be placed on the schedule at their qualifying position.

Each year the salary schedule will be increased to pass through the maximum amount of money funded by the state for the employed certificated instructional staff.

B. EXTRA-CURRICULAR SALARIES:

Extra-curricular salaries will be paid per attached Appendix 6A.

SECTION 2

SALARY SCHEDULE PLACEMENT AND MOVEMENT

A. PLACEMENT & MOVEMENT ON SALARY SCHEDULE:

Placement and movement on the salary schedule shall be based on the rules and regulations of the Office of Public Instruction for placement of certificated employees on the Concrete Certificated Salary Schedule.

B. DISTRICT INSERVICE FACTOR:

The District agrees that the staff development program shall be employee centered and that the following conditions are established to foster continued professional growth:

1. District-sponsored In-service is defined as planned staff development, to meet defined needs approved by the Superintendent. These workshops may be scheduled during the school day, where there is late arrival or early release days, or when school is not in session.
2. The District shall work cooperatively with the USVEA to conduct annual needs assessments each Spring. Results shall be shared with all parties.
3. When any five (5) certificated employees of the District file a written request for a specific In-service training program, the Superintendent shall meet with those persons to determine whether the course is feasible and to work out the details of its implementation. If the program is agreed upon, the Superintendent will appoint one of the initiators as coordinator to be responsible for the evaluation and mechanics of the course.
 - a. The written request will include the following:
 1. Purpose of the desired training;
 2. Content of the proposed course;
 3. Names of the resource people to assist in the course, if this is possible at the time of the request;
 4. Length of the course and the desired meeting time;
 5. Names of those desiring to participate in the course; and
 6. Estimate of the cost of the course.
 - b. Where feasible and possible in-service courses shall be designed and offered for college-extension credit, and earn professional credit accordingly. In any case, teacher initiated In-service training will count for staff maintenance credit as provided above.
 - c. Within the limits of the budget the District will provide funds to cover all reasonable costs involved in the District approved In-service programs as provided above, excluding college credit tuition.
4. The District will provide clock hours for all qualifying activities as per OSPI guidelines.

ARTICLE VI– SALARIES, STIPENDS AND BENEFITS

5. Additional In-service training may not necessarily be limited to the regular school year.

C. GENERAL PROVISIONS:

1. Index: Increments for experience, education, Master's and Doctorate degrees will be in accordance with the index shown on the salary schedule.

2. Education Credits: college credits for advancement on the salary schedule will be accepted from a four-year, degree granting institution and courses from a community college. (WAC 392-121-255) Credit for education experience shall be given automatically when evidence of such credit is filed with the district. Such evidence should be in the form of an official college transcript, which should be filed with the District's Business Office no later than September 10. If, for some circumstance beyond the control of the certificated employee, the college transcripts is not available and the district has been advised by the college of the credit prior to September 10, the certificated employee shall be granted the allowance for credit.

3. Acceptance of Clock Hour/in-service Credits: The District shall accept all clock hour and in-service credits that meet State Board of Education approval standards for clock hour and in-service credit. (WAC392-121-257) The credits shall count for advancement on the salary schedule at a ratio of ten (10) clock hours of in-service to one quarter university credit and shall be recognized as equivalent on the salary schedule.

SECTION 3 PAYROLL DEDUCTIONS

All salaries are subject to payroll deductions for:

Dues and representation fees (accordance with Article III, Section 6).

The following deductions may be made available if authorized by the individual:

1. Approved medical plans
2. Salary insurance
3. Tax-sheltered annuities
4. Other approved insurance programs to the extent the auditor will allow such deductions without cost to the District. Employees must authorize deductions with thirty (30) days after beginning employment.

SECTION 4 PAYMENT PROVISIONS

A. PAYROLL CHECKS:

All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. All employees will be paid by electronic deposit on the last banking day of the month (Saturday is not considered a banking day).

B. ERROR ON PAYCHECK:

In the event of a mistake in payment resulting in underpayment, corrections shall be made at the next pay period. When an overpayment is made, repayment shall be made as agreed upon with the District and the employee, provided cumulative errors shall be corrected at the rate they accumulated except to an employee who is leaving the District, repayment must be made before the final check is issued.

ARTICLE VI– SALARIES, STIPENDS AND BENEFITS

SECTION 5 INSTURANCE BENEFITS

A. School Employees Benefit Board (SEBB) Program Coverage and Benefits

1. Effective January 1, 2020, the District will implement the State’s mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition Agreement for all employees who meet the HCA’s eligibility requirements.
2. For purposes of benefits provided under the SEBB, school year shall mean September 1 through August 31.
3. Payroll deductions for eligible employee premiums to be paid to the Health Care Authority (HCA) shall be made in the month in which the benefit is received.
4. The District will provide employees with those benefits offered through SEBB, at a minimum including:
 - a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - b. Basic Long-Term Disability insurance
 - c. Vision insurance
 - d. Dental insurance including orthodontia
 - e. Medical Plan insurance
5. Eligible employees may participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
6. Eligible employees may enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance provided that they enroll within the required timeframes as provided in WAC 182-30-100.
7. Eligible employees may utilize payroll deduction for any supplemental insurance that they enroll in through SEBB, (e.g., Supplemental Long-Term Disability).

B. Eligibility

1. In accordance with WAC 182-31-030, the District will:
 - a. Upon employment inform employees in writing whether they are or are not eligible for SEBB benefits and how employees may appeal eligibility and enrollment decisions.
 - b. Routinely monitor all employees’ work hours to establish and maintain the employer contribution toward SEBB benefits coverage.
 - c. Identify when a previously ineligible school employee becomes eligible or a previously eligible school employee loses eligibility.

ARTICLE VI– SALARIES, STIPENDS AND BENEFITS

d. Inform employee and the Association President in writing of changes which may affect an employee's eligibility status. The District will inform the employee of the right to appeal eligibility and enrollment decisions.

2. In accordance with WAC 182-31-040:

a. All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employment relationship.

b. Should an employee who previously was not expected to be eligible for benefits under SEBB work the minimum number of hours per school year required for SEBB eligibility in one year, the employee will become eligible for benefits on the date they actually worked the minimum number of hours per school year required for SEBB eligibility in the school year.

c. Employees hired on a date that prevents the minimum number of hours per school year required for SEBB eligibility because not enough days remain in the year will be provided with benefits coverage in accordance with WAC 182-31-040 (2)(d).

d. Once eligibility for the employer contribution is established, it shall be maintained unless or until terminated in accordance WAC 182-31-050.

3. All compensated hours in District positions shall count for purposes of establishing eligibility in accordance with WAC 182-31-040.

C. Benefit Enrollment and Continuity of Coverage

1. In accordance with WAC 182-31-040, 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.

2. 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.

D. Leaves of Absence

1. Paid leave hours shall count towards eligibility for benefits, excluding any holiday hours.

2. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.35.020.

E. Benefit Termination

1. An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits through their final month of employment per WAC 182-31-050.

ARTICLE VI– SALARIES, STIPENDS AND BENEFITS

2. 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 alternative date of resignation, the District will provide the employee notification of the impact of benefit eligibility and coverage.

F. Additional Benefits

1. The District shall make available to employees an Employee Assistance Program through a provider mutually acceptable to the District and the USVEA.

G. Additional Modifications

1. Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07) and communicate these options to employees.

SECTION 6

PART-TIME EMPLOYEES (NON-SUBSTITUTE)

Teachers working part-time shall be compensated pro rata comparing the part-time duties with full-time duties.

SECTION 7

TRAVEL

Any employee wishing to attend or required to attend any activity in connection with the District shall be required to fill out a travel request form. These forms are available at each school and must be approved by the principal and superintendent in advance of the required travel. Every effort will be made to provide District transportation. Employees may leave their personal cars under the care and supervision of the District if they need to take the District vehicle home at night. However, if District transportation is not available, employees will be authorized to use their own vehicles and will be paid at the state rate the mileage from the District or place of residence, whichever is less, to the required location. Any other circumstances, which may arise, will be dealt with on an individual basis. All teachers who are required by the nature of their assignment to make home visitations or other similar obligations may be permitted to use their own vehicles at the state rate. Such teachers shall request said permission at the beginning of each school year.

SECTION 8

TIME OUTSIDE OF THE WORKDAY

Employees will be paid at their per diem rate for approved work and/or meetings outside of the workday.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1 CALENDAR

The parties mutually agree to the perpetual calendar contained in Appendix 7 with the understanding that the teacher's working year consists of one-hundred eighty (180) days plus the number of professional learning days funded by the state plus any additional professional learning days agreed to in the CBA.

Negotiation for the following year's calendar shall begin not later than January with the intent of having a calendar completed by April 1 each year and be approved by the board of directors in the April business meeting.

SECTION 2 WORK DAY

A. LENGTH OF WORKDAY:

Employees shall work 7.5 hours per day, inclusive of a 30-minute, duty-free lunch, unless early dismissal is granted by permission of the building principal. The employee's total scheduled classroom time shall not exceed three hundred (300) minutes for 7-12 and three hundred fifteen (315) minutes for grades K-6 per day. To the greatest extent possible, the workday in both buildings will begin and end within ten (10) minutes of each other.

B. PREPARATION/PLANNING TIME:

Each teacher shall have non-classroom time, the use of which shall be determined by the employee, provided it is used for preparation, planning, grading, or parent conferencing, as follows:

1. Grades 7-12 teachers shall have at least one student instruction period of such time per day.
2. Grades K-6 teachers shall have 225 minutes per week and the District goal will be to achieve 45 continuous minutes per day when possible. Employees are guaranteed at least one (1) block of 30 continuous minutes per day.

C. TRAVEL TIME:

Teachers who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.

D. PLANNING/PREPERATION TIME:

Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with planning and preparation time to the same extent as other teachers in the District.

E. DUTY-FREE LUNCH:

All teachers shall have a duty-free lunch period of not less than thirty (30) minutes, not including passing period, which will be taken from instructional time.

F. TEACHERS AS SUBSTITUTES:

Teachers may be assigned to cover other teachers' classes. However, to the extent such assignment reduces the time allowed in B. above, the District will reimburse the teacher on an hourly per diem basis. Teachers shall only be asked to cover another class one period per day and that period shall be during their designated preparation period as set down on the student class schedule. Employees who agree to substitute for the principal shall be paid a prorated stipend of up to \$50.00 per day in addition to their regular salary.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

G. RELEASE TIME FOR CURRICULUM DEVELOPMENT:

If an employee's workload increases to an extent requiring substantial effort beyond the basic work day as a result of State or local demands for curriculum development, release time will be arranged by the administration.

H. PARENT CONFERENCES:

The District shall provide at least eight (8) half days each year for the purpose of parent conferences and/or grading. These half days are reflected in the perpetual calendar. At the High School, one half day each grading period will be used for conferences or preparing grades, but the other days may be used for in-service.

I. SUPERVISION OF STUDENTS:

The District will make all reasonable efforts to minimize supervision by unit members of students during play periods and arrival and departure of students from school.

1. Certificated staff attending District supported Camp Orkila or Mountain School will receive a nightly stipend of \$100/per night.

J. FACULTY MEETINGS:

It is strongly recommended that total building faculty meetings occur at least once a month during the teacher work day. When necessary, students may be dismissed early to provided needed time. Teachers shall be encouraged to submit agenda items.

SECTION 3

STUDENT-TEACHER RATIO

A. RATIOS:

For the purpose of this provision, the following student-teacher ratios are provided, and guidelines have been proposed to assist building staffs to compensate for disparate student-teacher ratios:

1. Grades K-3: When more than 23 FTE students are assigned to a class, each additional student will generate the equivalent of two (2) hours per day of instructional support time (see options in #5) to a maximum of one FTE support person. However, if additional hours are generated, the options in number 5 may be applied. The district will staff K-3 to obtain state staffing formula monies.
2. Grades 4-6: When more than 28 students are assigned to a class, each additional student will generate the equivalent of two (2) hours per day of aid time (see options in #5) to a maximum of one FTE support person. However, if additional hours are generated, the options in number 5 may be applied.
3. Grades 7-12: When more than 31 FTE students are assigned to a class or more the 155 FTE students per day, each individual student will generate the equivalent of two (2) hours per day of aide time to a maximum of one FTE support person. However, if additional hours are generated, the options in number 5 may be applied. For those classes 7-12 the FTE average enrollment for all classes for individual teachers will be considered (see options in #5).
4. Special Education Case Load Limits shall be:
 - i. Self-contained life skills classroom at the elementary school shall have a maximum of eight students.
 - ii. Middle/High School self-contained academic classes will have a maximum of fifteen students per period.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- iii. Self-contained behavior classes will have a maximum of five students.
 - IEP Caseloads for special education will be considered an overload when both of the following factors are present:
 1. Number of students with IEP's exceed thirty (30) for preschool-elementary and thirty-five (35) for secondary.
 2. Schedules for direct services, indirect services, evaluations, assessments, planning and required IEP meetings exceed time available in the workweek.

In the event a special education teacher has caseload concerns, he/she will request a meeting with the Special Ed Director, or Superintendent in order to arrive at an acceptable solution. Solutions may include any of the following but are not limited to equalization of caseloads among staff, assignment of additional staff, adding instructional assistance time and scheduling additional time and compensation for existing staff.

If the District makes modifications to the recommendations made by the IEP and Multi-Disciplinary teams, which are not agreed to by these committees, the District shall assume full liability for such modifications.

5. The Superintendent, Principal, affected teacher(s), and USVEA representative will meet within five (5) student days of an overload occurrence to determine the most appropriate way to balance the needs of the students and teacher. The following option will be considered insofar as the costs are equivalent to the two (2) hours per day option listed above: (1) full or part time teacher, (2) purchasing equipment and supplies, (3) substitutes, (4) a teacher stipend for extra time and responsibility, or (5) other mutually agreed solutions, and resolution will be reached within ten student days of the overload occurrence. If options 1,2,3 are not applicable to the situation, then options 4 and 5 may be explored. Teachers will assist in interviewing and mutually agreeing to hire a para-educator.
6. Guidelines 1,2, and 3 will apply except for music, which is a traditional large group instruction class. In the case of Elementary Physical Ed. The teacher will not exceed 155 pupils per day. In the case of Middle School/High School Physical Ed, the teacher will not exceed 33 pupils per period.
7. It is clearly understood that in the event class loads drop below identified counts, support may be withdrawn.
8. The first district wide student/teacher ratio count of students each school year will be done on the fifth student day with resolution for overloads to be completed by the tenth student day. Payments for overloads begin on the eleventh student day. An additional ten-day grace period will be given at the beginning of the second semester to all high school classes and to all the other classes which change their student populace at the semester.
9. The caseload of a counselor will not exceed 700 FTE. The secondary school counselor will be granted an additional 5 per diem days for student scheduling needs beyond the 185 days to be calendared on mutual agreement.

B. LIMIT ON CLASS PREPARATIONS:

The District will make every reasonable effort to limit class preparations to no more than four (4) for each unit member.

C. EQUALIZATION OF WORKLOAD:

The workload among comparable positions shall be equalized and balance shall also be maintained among all the positions whenever possible.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

D. CHANGES INVOLVING TEACHER TIME:

Any change in the student evaluation or record keeping system which requires additional teacher time will not be implemented without prior consultation with the USVEA➤.

E. Full time special education teachers *will have a case load management period built into the day.* Additional *release* days may be granted upon request to *special education director*.

F. *Special education teachers are not responsible for testing students for highly capable program.*

SECTION 4 CLASSROOM VISITATION

Non-school connected personnel shall not visit classroom without prior approval of the administration. Unless the administration or his/her designee accompanies such visitor, the teacher shall be notified in advance of the visit as to the identity of the visitor and the purpose of the visit, and shall be afforded an opportunity to consult with such visitor before or after such visitation. Large groups of visitors will be permitted to visit classrooms:

1. Only after the teacher(s) and administration have had an opportunity to consult with respect to the best time for such visit, or;
2. If time for consultation is not practical, only after advance notification to the teacher(s).

SECTION 5 PARENT AND VISITOR CONFERENCES

Conferences with visitors and parents shall be scheduled through the administrative offices after consultation with and 24 hours notification to the employee.

SECTION 6 EMPLOYEE FACILITIES

- A. Unit members can expect adequate facilities and equipment to allow them to implement a quality educational program in their respective assignments.
- B. Through a collaborative process between administration and certificated staff, at a mutually agreed upon day, building budget allocations will be discussed to equitably distribute funds. The final decision regarding the funding allocation for the programs, departments, and classroom budgets may be made by the building Principal after the building budget meeting and will be determined by a mutually agreed upon date.

SECTION 7 SAFE WORKING CONDITIONS

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks or be in attendance under conditions which unreasonably endanger their health, safety or well-being. Said condition shall be immediately reported to the building administrator. The number of students assigned will not exceed the number of available work stations.

HVAC systems, including intake and exhaust, shall be inspected at least annually and in accordance with the manufacturer's recommendation. The District shall maintain a written record indicating who performed the inspection and when it was performed; the record will also identify any malfunction or problem and the action taken to repair the system.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 8 INSTRUCTIONAL SUPPORT

Auxiliary personnel employed to assist teachers shall perform services outlined by the District and be under the supervision of certified staff. When instructional support is to be hired, affected staff will be consulted during the interview process. Teachers shall be notified with respect to any job responsibilities they may have relative to supervision of any non-certificated personnel, and provided with any policies, rules, regulations or District practices related thereto. The evaluation of support personnel shall be the responsibility of the building principal. The supervising teacher may give input to the evaluation.

SECTION 9 SELECTION OF INSTRUCTIONAL MATERIALS

A. PROFESSIONAL STAFF RECOMMENDATIONS:

The professional staff of the school district shall prepare proposed student reading lists and evaluate and select instructional materials proposed to appear in classroom collections, school libraries, and the instructional materials center(s), and shall submit its recommendation to the Superintendent. The Superintendent shall consider the recommendations of the staff and submit them to the Board for selection.

B. DEFINITION OF INSTRUCTIONAL MATERIAL

Instructional materials include all materials used by teachers and students to implement the educational program. Examples include charts, maps, globes, models, textbooks, library books, and classroom collections in any printed form, films, filmstrips, disc recordings, tape recordings, pamphlets, and periodicals.

SECTION 10 CLASSROOM SUPPLIES

Per classroom teacher, each building will have money set aside in the amount of \$400 for classroom supplies.

SECTION 11 AFTER SCHOOL SUPERVISION

Teachers will not be expected to supervise students beyond the contracted day unless contractually authorized to do so under supplemental contract, but shall be responsible only to report the presence of unsupervised students to the office or to prevent damage to persons or property occurring in the employees' presence.

SECTION 12 USE OF SCHOOL CAR(S)

Teachers shall be entitled to the use of a school car while conducting school business whenever it is, in the sole exclusive judgement of the administration, available. A District fuel card will be provided when the teacher takes the school car outside Skagit County. The administration shall have authority to deny use of any school car to an employee after the employee has been convicted of or forfeited bail on a charge of negligent or reckless driving or any offense or series of offenses which would upon conviction result in suspension or revocation of a driver's license. For the purpose of this section deferred prosecution shall be equivalent to conviction.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 13 EMERGENCY CONDITIONS

In the case of a school delay due to weather or other detrimental conditions, staff should arrive at the building 30 minutes before the student start time.

SECTION 14 LAYOFF AND RECALL

If because of insufficient revenue it is necessary to reduce the size of the certificated staff those employees whose contracts will not be renewed, based specifically upon the amount of money not available, will be selected by using the following procedure:

A. EDUCATIONAL PROGRAM OR SERVICE:

In the establishment of the educational program to be implemented with a reduced force, within time limits available, the Association shall have the right to present to the Board for its consideration the Association's position on the program needs based upon requirements for accreditation.

B. CATEGORY:

The District shall establish a single K-12 category. The District will make available to members a seniority list by February 1 of the current school year. Members shall have until March 1 of the same year to communicate in writing to the district office any change to the list. Within five working days, a final list will be published and distributed.

The following criteria (in this order) will determine placement on the seniority list:

1. Years of Washington state service.
2. Years of Concrete School District service.
3. Total years of service.
4. Highest degree earned (including National Board Certification)
5. Most credits/clock hours earned.
6. If a tie exists, the District and USVEA agree to meet to conduct an objective coin flip.

C. PROCESS

When more than one employee is qualified for an available position in accordance with Section 14. B above section for retention shall be based upon the following:

1. The senior employee member(s) shall be recommended for retention based upon years of certified service within the public schools of the State of Washington, including paid leaves of absence within the Concrete School District.
2. When more than one employee qualifies for a particular position under the criteria listed above, the certified employee(s) with the most seniority within the District will have the preference.
3. When more than one employee qualifies for a particular position under the criteria listed in Section 14.B above, the certified employee(s) with the most number of credits/clock hours beyond the Bachelor's Degree, as recorded in the Superintendent's Office as of March 1 of the school year preceding the anticipated reduction, will have preference.
4. In the event that ties still exist, the employees to be retained shall be determined by drawing lots among the employees that tie. Said drawing shall be scheduled at time and place mutually acceptable to the Association and the District and shall be conducted by a mutually acceptable third party. Employees involved shall be notified in writing of the time and place of the drawings, at least forty-eight (48) hours prior to the time of the drawing.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

D. TERMINATION AND REHIRING

1. Prior to May 15 immediately preceding the school year in which the reduction in force will take effect, the employees to be terminated, if any, shall be identified by the Superintendent and their names submitted to the Board for approval and action as required by law to carry into effect such termination.
2. The Board shall review the recommendation of the Superintendent and take such action as may be necessary and notice shall be given to employees as required by law.
3. All employees whose contracts are not renewed will be placed in a district employee pool. After the initial staffing for the year in which reduction in certificated staff size is to occur, all vacancies will be filled from the employees using the same criteria for rehire as used for layoff in reverse order. The term “vacancy” shall be liberally construed and shall include all positions not filled in the initial staffing that may become available for any reasons. All employees remaining in the employment pool shall be considered as applicants for all such vacancies and all vacancies shall be filled according to the above criteria. Employment notification shall be made by certified mail. Employees shall provide the personnel office in writing their current mailing address.

All employees will be retained in the District employment pool until August 31 of the second calendar year following their RIF and will be placed with preference on the substitute teachers list for the following school year. The RIF pool can be extended to three (3) years with notification to the Superintendent. Final action to terminate any contract shall be taken under statutes as may exist from time to time.

4. If, following the implementation of the entire procedure, it is determined that sufficient funds are available to reinstate employees non-renewed as a result of the District’s actions required within time limits prescribed by statute, said employees shall be reinstated, to the extent funds are available prior to the beginning of the ensuing school year.

E. BOARD’S RIGHT TO REASSIGN:

Nothing in this contract section shall be construed to limit the Board’s right, if said right exists, to reassign Administrative personnel to teaching positions for placement in categories and ranking pursuant to Paragraph B, C, and D above.

SECTION 15 STUDENT TEACHERS

A. NOTIFICATION:

Prospective supervising teachers will be given adequate prior notification of a student teacher’s request to student teach in the classroom. No student teacher will be assigned without the supervising teacher’s approval.

B. USE AS SUBSTITUTE TEACHERS:

Student teachers will not be used as substitute teacher.

ARTICLE VIII – EVALUATIONS

SECTION 1

INTRODUCTION

- A. The District and the Association establish evaluative criteria in accordance with Sec. 1. RCW 28A.405.100. with the understanding that guidelines and forms may need to be revised as OSPI develops rules and regulations.
- B. Within each school, the principal shall be responsible for the evaluation of teachers assigned to that school. However, a teacher assigned to more than one school shall be evaluated by an administrator assigned to that task provided such teacher is notified.
- C. Either the Superintendent or principals may designate other administrators to perform evaluations.
- D. Should the minimum criteria for the evaluation of the professional performance capabilities and development of certificated classroom teachers be amended, in the year that the amendments occur, the affected sections in this article will be reviewed and revised to the mutual agreement of both the administration and the association.

SECTION 2

DEFINITIONS

All Definitions related to evaluation are cited in WAC 392-191A-030.

SECTION 3

PROFESSIONAL DEVELOPMENT

Principals and/or District administration will meet with all teachers new to the District, prior to the beginning of the school year or their first day in the classroom, to review and discuss the evaluation process in order to develop mutual understanding of the evaluation procedure and purpose.

SECTION 4

STATE CRITERIA AND SCORING

- A. The eight criteria of the evaluation system include:
 - 1. Centering instruction high expectations for student achievement
 - 2. Demonstrating effective teaching practices
 - 3. Recognizing individual student learning needs and developing strategies to address those needs
 - 4. Providing clear and intentional focus on subject matter content and curriculum
 - 5. Fostering and managing a safe, positive learning environment
 - 6. Using multiple student data elements to modify instruction and improve student learning
 - 7. Communicating and collaborating with parents and the school community.
 - 8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
- B. Criteria Performance Scoring

The following four-level rating system will be used to evaluate certificated classroom teachers and describes performance along a continuum that indicates the extent to which the criteria have been met or exceeded.

ARTICLE VIII – EVALUATIONS

The performance ratings are:

- level 1 – unsatisfactory
- level 2 – basic
- level 3 – proficient
- level 4 – distinguished

A classroom teacher shall receive one of the four performance ratings for each of the eight criteria.

- C. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
- D. Summative Performance Rating
- A classroom teacher will also receive an overall summative performance rating for the evaluation as a whole. This score is determined by totaling the eight (8) criterion-level scores as follows:
- a. 8-14 – Unsatisfactory (1)
 - b. 15-21 – Basic (2)
 - c. 22-28 – Proficient (3)
 - d. 29-32 – Distinguished (4)

SECTION 5

INSTRUCTIONAL FRAMEWORK

- A. The District uses the University of Washington 5-Dimensions of Teaching and Learning” instructional framework, approved by OSPI.
- B. At the conclusion of each bargained agreement, both the District and the Association have the right to request a review of the instructional framework. If a review is requested, a committee comprised of at least two District appointed members and at least two Association appointed members will be tasked with reviewing the effectiveness of the instructional framework. The committee will take into consideration how other frameworks are being used in other districts and the committee will make a recommendation to the full bargaining teams by the end of the school year.

SECTION 6

COMPREHENSIVE EVALUATION

- A. The following staff shall receive a comprehensive summative evaluation:
1. All classroom teachers shall receive a comprehensive evaluation at least once every six (6) years.
 2. All classroom teachers who are provisional employees shall receive a comprehensive evaluation each year of their provisional status under RCW 28A.405.220
 3. Any classroom teacher who received a comprehensive evaluation rating of level 1 or

ARTICLE VIII – EVALUATIONS

level 2 in the previous school year shall receive a comprehensive evaluation the following year.

- B. Process: The comprehensive evaluation must assess all eight evaluation criteria and all criteria must contribute to the comprehensive evaluation rating.
1. Student Growth: Goal for Indicators SG-3, SG-6 and SG- 8 will be determined on a student growth goal setting form. (Do we need an appendix with this?)
 2. Student achievement that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth impact score. Teachers who instruct the same students in the same content area over consecutive years may use two points in time within those years.
 3. The District will offer professional learning time and guidance for all classroom teachers to participate in a professional learning community (PLC) that may be used to satisfy the student growth requirements, defined in State Criteria.
 4. Evaluators will add up the raw score on these indicators and the employee will be given an overall score of low, average or high based on the scores below.
 - a. 5-12 = Low
 - b. 13-17 = Average
 - c. 18-20 = High

A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

The following are the only outcomes of the student growth impact rating analysis:

- Certificated classroom teachers with a preliminary rating of Distinguished with low Student Growth impact will receive a Proficient rating.
- The evaluations of certificated classroom teachers with a preliminary rating of Unsatisfactory and High Student Growth impact rating will be reviewed by the evaluator's supervisor, and may receive a higher rating.
- Certificated classroom teachers with a Low Student Growth rating will be subject to the provisions of WAC 392-191A-100.

SECTION 7

FORMAL OBSERVATIONS

- A. During each school year all classroom teachers shall be formally observed, for the purposes of evaluation, in the performance of their assigned duties. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times.
- B. Observations will not take place on the day before or immediately after breaks, and on the days of an extended secondary assembly, unless requested by the employee.
- C. Evaluators will provide employees with a list of potential dates and times, and they will mutually agree on when the observation will take place. Evaluators will make every attempt to offer at least one option that is not on a half day.
- D. The first of at least two (2) prearranged observations for each continuing employee shall be conducted within the first sixty (60) school days of the first day of instruction.
- E. The final formal observation shall occur prior to April 1st
- F. Each formal observation shall be not less than thirty (30) minutes and the total observation time for each employee for each school year shall be not less than sixty (60) minutes.
- G. The evaluator will document all formal observations using the [EDS eVal site](#).

ARTICLE VIII – EVALUATIONS

H. Pre-Observation Conferences

1. A pre-observation conference shall be held prior to each formal observation.
2. The teacher and evaluator will mutually agree when to conference.
3. The purpose of the conference is to discuss the employee's goals, agree on a date and time for the formal observation, and to discuss matters that would demonstrate meeting scoring criteria such as:
 - a. The professional activities to be observed
 - b. The content of the lesson
 - c. Objectives of the lesson
 - d. Educational strategies
 - e. And possible observable evidence
4. Formal Observations will occur no later than ten (10) workdays after the pre-observation meeting

I. Post-Observation Conference

1. The post-observation conference will be confidential and occur no later than five (5) workdays after the formal observation.
2. The purpose of the conference is to review the evaluator's evidence related to the instructional framework during the observation. Additional evidence supplied by the teacher may be submitted.
3. The results of the observation will be documented on the negotiated form, and the employee will be provided with a copy thereof within three days.
4. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible suggestions, cited on the rubric, to remedy the concern and will include this in the negotiated form.
5. After the second post-observation conference and before April 14th, if the teacher believes that procedures outlined in this section were not followed, and/or the indicators were not objectively scored, they shall be granted the following additional opportunities:
 - a. An additional formal observation conducted by a mutually agreed upon evaluator,
 - b. A mutually agreed upon evaluator to review the evidence.

SECTION 8

INFORMAL OBSERVATION

- A. An informal observation is a documented observation that is not required to be pre-scheduled.
- B. Additional informal observations may be requested by either the evaluator or the teacher to collect additional evidence.
- C. An evaluator may conduct any number of informal observations.
- D. Informal observations do not have to be in the classroom; department or collegial meetings may be used.
- E. All informal observations may be documented in writing and a copy will be provided to the teacher within five (5) workdays of the observation. However, if there is an area of concern based on any such informal observation, the teacher shall be notified in writing in order for the evidence to be used in the evaluation process.
- F. Any time after an informal observation, a teacher or Principal or Designee may request a post-informal observation conference to discuss what was observed.

ARTICLE VIII – EVALUATIONS

SECTION 9

EVIDENCE AND ARTIFACTS

- A. Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation.
- B. The teacher may provide additional evidence and artifacts to aid in the assessment of the teachers' professional performance against the instructional rubric, especially for those criteria not observed in the classroom.
- C. This collection of evidence will be accomplished openly and whenever possible, jointly.
- D. Up to five (5) workdays after the final post observation conference, a teacher has the right to submit artifacts and evidence, however it is not required.
- E. All evidence, measures, artifacts, and observations used in developing the final evaluation score must be a product of the school year in which the evaluation is conducted.
- F. The evidence provided by the teacher will be incorporated on the negotiated form and it will be a factor in determining the final evaluation score.

SECTION 10

RECORD-KEEPING

All Physical documents, including instructional rubric, artifacts, teacher's written comments, if applicable, and forms, shall be moved to the teacher's personnel file at the end of the school year. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file.

SECTION 11

FINAL COMPREHENSIVE EVALUATION CONFERENCE

- A. The Final Comprehensive Evaluation Conference shall occur no later than April 10th.
- B. For staff who receive performance ratings that result in a summative score of proficient after the second formal observation, the comprehensive evaluation will be considered satisfied, and no further actions will be required. The administrator and teacher may mutually agree to schedule up to two (2) additional observations if the teacher wants to achieve distinguished rating.
- C. For staff who receive a performance rating that results in a summative score of (2) basic or (1) Unsatisfactory, after the second formal observation, the evaluator and teacher shall meet to discuss the teacher's score. Each indicator will be reviewed. If a teacher receives performance ratings of (3) or higher for an indicator in both observations, then that indicator will receive a minimum score of (3) If a teacher receives a performance rating of less than (3) in either of the observations, the evaluator may determine that further evidence is required from artifacts, walk-through or conversation. If this further evidence indicates a reasonable rationale of proficiency, that indicator will receive a minimum score of (3). If this further evidence indicates reasonable rationale that the indicator is below proficient performance, that indicator may be scored less than proficient. The final score, including the student growth score, will be determined by an analysis of evidence. If the analysis still indicates a summative score of (2) basic or below, then no later than April 15th, the administrator will schedule at least one additional observation.
- D. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not necessarily imply that the employee agrees with its contents. The teacher

ARTICLE VIII – EVALUATIONS

may attach any written comments to observations and to the final annual evaluation report as well.

SECTION 12

FOCUSED EVALUATION OPTION

- A. In the years when a comprehensive evaluation is not required, classroom teachers who received a comprehensive evaluation performance rating of level 3 or above in the previous school year are only required to complete a focused evaluation. A focused evaluation includes an assessment of only one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.
- B. A teacher may stay on the Focused Evaluation for five (5) years before returning to the comprehensive evaluation. However, the teacher or evaluator can initiate a move from Focused back to comprehensive evaluation.
- C. Pursuant to WAC 392-191A-110 if the evaluation of the certificated classroom teacher includes an assessment of a criterion that requires observation the following shall apply: School districts must observe all classroom teachers for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. School districts must observe all employees who are subject to a focused evaluation for a period of no less than sixty minutes during each school year.
- D. The conduct of the focused evaluation of classroom teachers will be pursuant to WAC 392-191A-120.
- E. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
 - The employee will be given an overall student growth impact score of low, average or high based on the performance score received in the student growth rubrics of the selected criteria.
 - Pursuant to RCW 28A.405.100 sec 1 (12) c vi: A classroom teacher may apply the focused evaluation professional growth activities toward the professional growth plan for certification renewal. The District will offer professional learning time and guidance for all teachers which will support the State student growth requirements and one State Criteria, for the focused evaluations.

SECTION 13

SUPPORT FOR BASIC OR UNSATISFACTORY

- A. The Association will be notified when any teacher is judged below 3-Proficient after the final conference.
- B. When a teacher is judged below 3-Proficient, the following conditions and provisions will be granted to the employee to support their professional development:
 1. The teacher will be granted up to two (2) days additional leave to observe a colleagues' instruction. The principal or evaluator will offer guidance as to the appropriate use of the leave.
 2. 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 the following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to the

ARTICLE VIII – EVALUATIONS

completion of the comprehensive evaluation. The teacher improvement plan developed by the evaluator in conjunction with the teacher may include, but is not limited to:

- a. University course work,
- b. Peer coaching,
- c. A mentor will be assigned to work with the employee for a minimum of eight (8) weeks, four (4) hours per week. The District will provide for and pay for the mentor.
- d. Reading material,
- e. District or ESD staff development courses.

SECTION 14 PROBATION

- A. At any time after October 15th, a classroom teacher whose work is judged not satisfactory based on the District scoring criteria for the comprehensive evaluation, shall be placed on probation and notified in writing of the specific areas of deficiencies along with a written reasonable program for improvement.
- B. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300
- C. 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 District.
 1. The following comprehensive summative evaluation performance ratings based on the evaluation criteria in Section 4—State Criteria, subsection D, a classroom teacher's work is not judged satisfactory:
 - a. Level 1; or
 - b. Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
 2. In the event that an evaluator determines on the basis of the evaluation criteria, that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following
 - a. The evaluation report prepared pursuant to the provisions of Section 6—Comprehensive Evaluation above and;
 - b. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status. Before being placed on probation, the Association and the teacher shall be given notice of action by the Superintendent. 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 as contemplated by either the individual or the District. A probationary period of sixty 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 15th of the same school year. The probationary period may be extended into the following school year if

ARTICLE VIII – EVALUATIONS

the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2. 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 opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the Superintendent and need not be submitted to the Board of Directors for approval. The notice of action shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
 2. A suggested specific and reasonable program for improvement.
 3. A statement indicating the duration of the probationary period.
- F. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation and will include support.

SECTION 15

EVALUATION DURING THE PROBATIONARY PERIOD

- A. At or about the time of delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
- B. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed without evidence and notification to the Association.
- C. During the probationary period, the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Article 8 Certificated Educator Evaluation - TPEP - Student Growth Comprehensive Evaluation, above shall apply to the documentation of Observation reports during the probationary period
- D. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
- E. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her 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 in which the District is located and selected from a list of evaluation specialists compiled by the Educational Service District. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.
- F. 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.

ARTICLE VIII – EVALUATIONS

A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of:

1. Level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience; or
 2. Level 3 or above for a continuing contract employee with more than five years of experience.
- G. 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 under RCW 28A.405.300 or 28A.405.210
- H. Evaluator's Post-Probation Report. Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved, and which shall set forth one (1) of the following recommendations for further action
1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify an extension of the probationary status. This should be accompanied by a letter identifying areas where further improvement is required; or
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment of the teacher.
- I. Action by the Superintendent. Following a review of the evaluator's post-probation report, the Superintendent shall determine which of the courses of actions is proper and shall take appropriate action to implement such a determination
- J. A teacher who fails to successfully complete the probationary process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
- K. Records of probation and supporting documentation for an unsatisfactory evaluation will only be maintained in the teachers file for the length of time mandated by State law and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed upon request.
- L. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement. 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 employee, nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

SECTION 16

NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive evaluation rating below 2- Basic for two consecutive years, the District shall, within ten (10) days of the completion of the second Final Evaluation Conference, or May 1st

ARTICLE VIII – EVALUATIONS

whichever occurs first, implement the employee notification of non-renewal (discharge) as provided in RCW.28A.405.300.

SECTION 17 EVALUATOR

No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures; including observation and the use of the specific instructional framework and rubric contained in this agreement. All certificated classroom teachers will be evaluated by an administrator who holds a valid certificate and meets the requirements to evaluate teachers per law.

SECTION 18 RELATIONSHIP TO GRIEVANCE PROCEDURE

Grievances relative to evaluation and/or probation shall be considered appropriate only as they relate to procedural questions, PROVIDED that the grievance alleging the evaluator's judgement about the employee's performance was arbitrary and capricious may be considered under the grievance procedures. IF a grievance is filed with respect to the priority of any probationary action, the probation shall continue unless a determination is made through the grievance procedure terminating the probation prior to the completion of the probationary action.

ARTICLE IX – GRIEVANCE PROCEDURE

SECTION 1 DEFINITIONS

The purpose of this procedure is to provide a means for orderly and expeditious adjustment of grievances of the Recognized Employee Organization and of the individual certificated employees of the Concrete School District.

1. DEFINITIONS, as used in this statement.
 - a. Grievances are of two classes:
 1. A dispute concerning the interpretation or application of the terms of this agreement;
 2. A dispute by an employee that an existing District policy, regulation or rule has been misinterpreted, misapplied, or applied arbitrarily or capriciously by the District.
 - b. “Grievant” means the Upper Skagit Valley Education Association or an employee of the District having a grievance.

SECTION 2 GENERAL CONDITIONS

A. TIME LIMITS:

The adjustment of grievances shall be accomplished as rapidly as is possible and to that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and the person or persons by whom his/her grievance is being considered. To the extent that the time limits are expressed in days, they shall consist of all calendar days so that the grievance may be adjusted before the close of the school year, or as soon thereafter as possible.

B. REPRESENTATION:

At each formal step in the procedure the grievant may be represented by a representative of the Upper Skagit Valley Education Association, however, the organization shall not be obligated to represent any grievant at any step of the procedure and whether it does shall lie within its sole discretion. Any grievant shall have the right at any time to present grievances and to utilize each step of this procedure with counsel of his/her own choice and without the intervention of the Association so long as the resulting adjustment does not conflict with the terms of any agreement between the District and the Association, or with existing District policy, or with established District practice.

PROVIDED, that the association has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment.

C. CONFIDENTIALITY:

All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any employee or director of the District. All documents, communications and records dealing with the grievance and their adjustment shall be filed separately from the grievant’s personnel file and two years after the adjustment of his/her grievance shall be destroyed. If the grievant so requests, in writing, a record of the final adjustment of his/her grievance may be placed in his/her personnel file.

D. FREEDOM FROM REPRISAL:

Individuals involved in grievance adjustment proceedings, whether 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 grievance adjusting process.

ARTICLE IX – GRIEVANCE PROCEDURE

E. ASSISTANCE IN INVESTIGATION:

During the course of any investigation by the Association, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the Association and furnish to it such information reasonably germane to the grievance as the Association may request.

F. RELEASE FROM DUTY:

If attendance at meetings, hearings, appeals, or other proceedings relating to the grievance adjustment process, as set forth in Article V. whether as a grievant, a witness, a representative of the Association, or otherwise, requires a certificated employee's absence from his/her regular duty assignment, he/she shall be released from such duty assignment without loss of pay or other penalty.

SECTION 3 PROCEDURES

STEP 1:

Every effort shall be made to resolve grievances through free and informal communication between the grievant and his/her immediate administrative supervisor. However, if such informal processes fail to provide an acceptable adjustment to the grievance, grievant may proceed to STEP 2.

STEP 2:

The grievant, or at his/her request the Association on his/her behalf, may submit an executed Grievance Review request form to the grievant's immediate administrative supervisor who shall arrange for a meeting to take place within seven (7) days after receipt of the form. The grievant, his/her immediate supervisor, and representative of the Association, unless the Association waives its right to have its representative present shall attend the meeting. In addition, both the supervisor and the grievant may have present others who might contribute to a better understanding of the facts and issues or otherwise contribute to an acceptable adjustment of the grievance. The supervisor shall provide the grievant and the Association with a written response to the Grievance Review within seven (7) calendar days after the meeting.

STEP 3:

If the grievance is not adjusted at Step 2 to the satisfaction of the grievant, then the grievant, or at his/her request the Association acting on his/her behalf, may refer the grievance to the Superintendent no later than ten (10) calendar days after receiving it's written response in Step 2. The Superintendent shall arrange to meet with the grievant and with representative(s) of the Association unless the Association waives its right to have representative(s) attend the meeting, within ten (10) calendar days after the grievance has been referred to him/her. Both the Superintendent and the grievant may have others present who might contribute to an acceptable adjustment if the grievance. The Superintendent shall provide his written decision concerning the grievance and any adjustment of it to the grievant and the Association within ten (10) calendar days after the meeting.

STEP 4:

- A. If the grievance does not involve the interpretation or application of the terms of the Agreement, and if the grievant is not satisfied with the disposition of his/her grievance at STEP 3; or if the Superintendent has not provided a written decision within the time prescribed in STEP 3; then the grievant, or his/her requested Association acting on his/her behalf, may request a meeting with the Board. IF a request for a meeting with the Board is not delivered to the Superintendent within thirty (30) calendar days after the meeting prescribed in STEP 3 is held, the grievance shall be deemed withdrawn. The Board or hearing officer appointed by it shall meet within ten (10) calendar days after a written request for meeting with the grievant and/or with representative(s) of

ARTICLE IX – GRIEVANCE PROCEDURE

the Association, unless the Association waives the right to have representative(s) attend such meeting, and within twenty (20) calendar days after such meeting, the Board or its hearing officer shall render a written decision respecting the grievance, which shall be binding, subject to appeal rights granted under RCW 28A.88.010.

B. BINDING ARBITRATION:

1. If the grievance involved the interpretation, or application of any of the provisions of this contract, and if the grievant is not satisfied with the disposition of his/her grievance at STEP 3, or if no decision has been rendered within ten (10) calendar days after he/she has first met with the Superintendent, the grievant may within seven (7) calendar days after a decision by the Superintendent, or fifteen (15) calendar days after he/she has first met with the Superintendent, whichever is sooner, request in writing that the grievance be submitted to arbitration. If any question arises as to the arbitrability, such question will be ruled upon by the arbitrator selected to hear the dispute.
2. Within ten (10) calendar days after such written notice, the Association shall submit a request or a list of arbitrators from the Public Employment Relations Commission. The parties will be bound by the rules and procedures of the Public Employment Relations Commission.
3. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which decision which violates the terms of this Contract. The decision of the arbitrator will be submitted to the board and the Association and will be final and binding upon the parties.
4. The costs for the services of the arbitrator, include per diem expenses, if any, and his/her travel and subsistence expense and the cost of any hearing room, will be borne solely by the party deemed by the arbitrator to have lost the arbitration. In his/her award the arbitrator will stipulate which of the parties is solely responsible for the above referenced costs.

SECTION 4

DEVIATION FROM PROCEDURE

By agreement of grievant and the Superintendent, the procedure under Section 3, STEP 2 or STEP 3, may be bypassed and the grievance initiated at the next step level. Grievances involving the Association and the administrator above the level of building Principal may be initiated at STEP 3 at the sole option of the grievant.

SECTION 5

EXCLUSION OF CERTAIN MATTERS

Matters for which another method of review is required by law shall be excluded from the grievance procedure.

SECTION 6

WAIVER

Grievances must be submitted within thirty (30) days after the occurrence of the event or condition forming the basis of the claimed grievances or such grievances shall be deemed waived.

DURATION

This Agreement shall be effective as of September 1, 2023 and shall continue in effect until the thirty-first (31st) day of August 2024. Negotiations between the parties on a successor agreement shall begin at one hundred fifty (150) days prior to the contract expiration date. Each negotiations team may bring up to three items of interest per calendar year for collaborative negotiations.

Upper Skagit Valley Association

BY

Ms. Renata Mapes, USVEA co-President

Date: _____

Ms. Cheri Van Wagoner, USVEA co-President

Date: _____

Concrete School District

BY

Ms. Carrie Crickmore,
Interim Superintendent

Date: _____

Personnel File Inventory Form

Personnel File Inventory Form

INVENTORY OF PERSONNEL FILE

(Identify by item, date of item, and signature, if any)

[illegible]

On the date indicated hereon, I reviewed the contents of my personnel file maintained by the District. The contents of my personnel file as described and noted herein above are a true and accurate record of the contents of said file as witnessed and acknowledged by signature indicated below.

Dated this _____ day of _____, 20____

X

EMPLOYEE

X

PERSONNEL DIRECTOR OR
SUPERINTENDENT

X

WITNESS

APPENDIX 2

Standard Certificated Employee Contract

CONCRETE SCHOOL DISTRICT 11 STANDARD CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of the Concrete School District #11, of Skagit County, Washington, hereinafter referred to as the "District", and _____, hereinafter referred to as the "Certificated Employee", that the Certificated Employee shall be employed as a certificated employee by the District and that the said Certificated Employee shall perform professional services as _____ in the public schools of the said District and perform such duties as prescribed by the laws of the State of Washington and by the policies, rules and regulations of said District. Said Certificated Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified, by statute and the agreement below referenced.

Said employment is for the 20____-20____ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than____ days of service inclusive of four district-directed professional development days, exclusive of holidays and authorized vacations.

In consideration for the performance of assigned duties, the Certificated Employee shall receive an annual salary of \$ _____ (_____ dollars). Said salary is based upon placement on the District Salary Schedule determined from information supplied by the Certificated Employee and is subject to change if 1) an official transcript of the record of preparation, or, 2) verification of experience evidences that the grade or step placement indicated is incorrect. Said salary is computed on the basis of _____ contract days for regular employees for the school year. If the number of contract days/hours specified for the Certificated Employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

This contract does not become effective until said employee registers with the District Superintendent's office 1) a valid teaching certificate, 2) a valid health certificate, 3) an official transcript of preparation, 4) an official verification of experience, and 5) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein on or before the _____ day of _____, 20____. If it is not signed by the Certificated Employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the Employee's failure to act as a rejection of the contract. If the Certificated Employee returns the contract after the date indicated, the Board will consider it an offer by the Certificated Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counteroffer by the Certificated Employee.

BY ORDER OF THE BOARD OF DIRECTORS

X

Employee's Signature
Date Signed:

X

Superintendent - Secretary of the Board
Date Signed: Date Received in District Of...

Contracts are issued in triplicate. Sign and return the original and first copy to the District office and retain the employee copy.

APPENDIX 3

Provisional Certificated Employee Contract

CONCRETE SCHOOL DISTRICT # 11 PROVISIONAL CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of the Concrete School District #11, of Skagit County, Washington, hereinafter referred to as the "District", and _____, hereinafter referred to as the "Provisional Employee", that the Provisional Employee shall be employed as a provisional certificated employee by the District and that the said Provisional Employee shall perform professional services as _____ in the public schools of the said District and perform such duties as prescribed by the laws of the State of Washington and by the policies, rules and regulations of the said District. Said Provisional Employee shall be subject to assignment or reassignment of duties by the Superintendent of schools of said District subject to the limitations specified, by statute and the agreement below referenced.

Said employment is for the 20____-20____ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than____ days of service inclusive of four district-directed professional development days, exclusive of holidays and authorized vacations.

In consideration for the performance of assigned duties, the Provisional Employee shall receive an annual salary of \$_____ (_____ dollars). Said salary is based upon placement on the District Salary Schedule determined from information supplied by the Provisional Employee and is subject to change if: 1) an official transcript of the record of preparation, or 2) verification of experience evidences that the grade or step placement is incorrect. Said salary is computed on the basis of contract days for regular employees for the school year. If the number of contract days/hours specified for the Provisional Employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

This contract does not become effective until said employee registers with the District Superintendent's office 1) a valid teaching certificate, 2) a valid health certificate, 3) an official transcript of preparation, 4) an official verification of experience, and 5) any other required credential.

This contract is offered for acceptance by the Provisional Employee only on the terms stated herein on or before the _____ day of _____, 20____.

If it is not signed by the Provisional Employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the Provisional Employee's failure to act as a rejection of the contract. If the Provisional Employee returns the contract after the date indicated, the Board will consider it an offer by the Provisional Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counteroffer by the Provisional Employee.

BY ORDER OF THE BOARD OF DIRECTORS

X

Employee's Signature
Date Signed:

X

Superintendent - Secretary of the Board
Date Signed: Date Recieved in District Of...

Contracts are issued in triplicate. Sign and return the original and first copy to the District office and retain the employee copy.

APPENDIX 4

Rider

RIDER

As of the date hereof the District and the Upper Skagit Valley Education Association (the “Association”) are engaged in negotiations for the _____ school year and the Board of Directors has not adopted final certificated employee salary schedules and the other applicable employment terms for the _____ school year.

It is understood and agreed that the specific terms and provisions of this contract, including salary, are subject to amendment and adjustment to conform to the applicable terms and conditions of ~~the~~ _____ collective bargaining agreement hereafter entered into the District and the Association pursuant to RCW Ch. 41.59, including any agreements as to the effective dates of the specific terms of the collective bargaining agreement.

Further it is understood that the signing of this contract is not an abrogation of any rights granted by statute, either to the individual employee or Association.

APPENDIX 5

Certified Staff Salary Schedule 2023-2024

Step		BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90/Phd
0	Base	\$ 63,061.43	\$ 64,765	\$ 66,529	\$ 68,298	\$ 73,973	\$ 75,604	\$ 81,280	\$ 84,940
	PRS	\$ 3,751.71	\$ 3,799	\$ 3,848	\$ 3,897	\$ 4,055	\$ 4,100	\$ 4,258	\$ 4,359
	Total	\$ 66,813.14	\$ 68,564	\$ 70,377	\$ 72,196	\$ 78,027	\$ 79,704	\$ 85,538	\$ 89,299
1	Base	\$ 63,911.45	\$ 65,638	\$ 67,425	\$ 69,271	\$ 75,006	\$ 76,446	\$ 82,180	\$ 85,813
	PRS	\$ 3,775.32	\$ 3,823	\$ 3,873	\$ 3,924	\$ 4,083	\$ 4,123	\$ 4,283	\$ 4,384
	Total	\$ 67,686.77	\$ 69,461	\$ 71,298	\$ 73,195	\$ 79,089	\$ 80,569	\$ 86,463	\$ 90,197
2	Base	\$ 64,719.33	\$ 66,464	\$ 68,269	\$ 70,257	\$ 75,976	\$ 77,292	\$ 83,009	\$ 86,683
	PRS	\$ 3,797.76	\$ 3,846	\$ 3,896	\$ 3,952	\$ 4,110	\$ 4,147	\$ 4,306	\$ 4,408
	Total	\$ 68,517.09	\$ 70,310	\$ 72,165	\$ 74,208	\$ 80,086	\$ 81,439	\$ 87,315	\$ 91,091
3	Base	\$ 65,553.55	\$ 67,313	\$ 69,138	\$ 71,191	\$ 76,898	\$ 78,094	\$ 83,796	\$ 87,560
	PRS	\$ 3,820.93	\$ 3,870	\$ 3,920	\$ 3,978	\$ 4,136	\$ 4,169	\$ 4,328	\$ 4,432
	Total	\$ 69,374.48	\$ 71,182	\$ 73,058	\$ 75,168	\$ 81,034	\$ 82,263	\$ 88,123	\$ 91,993
4	Base	\$ 66,369.86	\$ 68,207	\$ 70,045	\$ 72,166	\$ 77,908	\$ 78,936	\$ 84,675	\$ 88,467
	PRS	\$ 3,843.61	\$ 3,895	\$ 3,946	\$ 4,005	\$ 4,164	\$ 4,193	\$ 4,352	\$ 4,457
	Total	\$ 70,213.47	\$ 72,101	\$ 73,991	\$ 76,171	\$ 82,072	\$ 83,128	\$ 89,027	\$ 92,925
5	Base	\$ 67,214.62	\$ 69,060	\$ 70,915	\$ 73,156	\$ 78,875	\$ 79,790	\$ 85,511	\$ 89,375
	PRS	\$ 3,867.07	\$ 3,918	\$ 3,970	\$ 4,032	\$ 4,191	\$ 4,216	\$ 4,375	\$ 4,483
	Total	\$ 71,081.69	\$ 72,978	\$ 74,885	\$ 77,188	\$ 83,066	\$ 84,006	\$ 89,886	\$ 93,858
6	Base	\$ 68,081.49	\$ 69,888	\$ 71,806	\$ 74,159	\$ 79,851	\$ 80,665	\$ 86,358	\$ 90,242
	PRS	\$ 3,891.15	\$ 3,941	\$ 3,995	\$ 4,060	\$ 4,218	\$ 4,241	\$ 4,399	\$ 4,507
	Total	\$ 71,972.64	\$ 73,829	\$ 75,801	\$ 78,219	\$ 84,069	\$ 84,906	\$ 90,757	\$ 94,749
7	Base	\$ 69,607.73	\$ 71,439	\$ 73,383	\$ 75,863	\$ 81,640	\$ 82,306	\$ 88,081	\$ 92,076
	PRS	\$ 3,933.55	\$ 3,984	\$ 4,038	\$ 4,107	\$ 4,268	\$ 4,286	\$ 4,447	\$ 4,558
	Total	\$ 73,541.27	\$ 75,424	\$ 77,421	\$ 79,971	\$ 85,907	\$ 86,593	\$ 92,527	\$ 96,633
8	Base	\$ 71,838.63	\$ 73,772	\$ 75,762	\$ 78,447	\$ 84,302	\$ 84,887	\$ 90,742	\$ 94,882
	PRS	\$ 3,995.52	\$ 4,049	\$ 4,105	\$ 4,179	\$ 4,342	\$ 4,358	\$ 4,521	\$ 4,636
	Total	\$ 75,834.15	\$ 77,822	\$ 79,867	\$ 82,626	\$ 88,644	\$ 89,245	\$ 95,263	\$ 99,517
9	Base		\$ 76,187	\$ 78,275	\$ 81,057	\$ 87,049	\$ 87,497	\$ 93,490	\$ 97,772
	PRS		\$ 4,116	\$ 4,174	\$ 4,252	\$ 4,418	\$ 4,430	\$ 4,597	\$ 4,716
	Total		\$ 80,303	\$ 82,450	\$ 85,309	\$ 91,467	\$ 91,928	\$ 98,087	\$ 102,488
10	Base			\$ 80,819	\$ 83,803	\$ 89,874	\$ 90,244	\$ 96,316	\$ 100,737
	PRS			\$ 4,245	\$ 4,328	\$ 4,497	\$ 4,507	\$ 4,675	\$ 4,798
	Total			\$ 85,064	\$ 88,131	\$ 94,371	\$ 94,751	\$ 100,992	\$ 105,535
11	Base				\$ 86,628	\$ 92,830	\$ 93,069	\$ 99,273	\$ 103,783
	PRS				\$ 4,406	\$ 4,579	\$ 4,585	\$ 4,758	\$ 4,883
	Total				\$ 91,034	\$ 97,409	\$ 97,654	\$ 104,031	\$ 108,666
12	Base				\$ 89,364	\$ 95,868	\$ 96,006	\$ 102,309	\$ 106,957
	PRS				\$ 4,482	\$ 4,663	\$ 4,667	\$ 4,842	\$ 4,971
	Total				\$ 93,846	\$ 100,531	\$ 100,673	\$ 107,151	\$ 111,928
13	Base					\$ 98,979	\$ 99,044	\$ 105,420	\$ 110,204
	PRS					\$ 4,749	\$ 4,751	\$ 4,928	\$ 5,061
	Total					\$ 103,729	\$ 103,796	\$ 110,348	\$ 115,265
14	Base					\$ 102,104	\$ 102,174	\$ 108,751	\$ 113,577
	PRS					\$ 4,836	\$ 4,838	\$ 5,021	\$ 5,155
	Total					\$ 106,941	\$ 107,012	\$ 113,772	\$ 118,732
15	Base					\$ 104,762	\$ 104,829	\$ 111,578	\$ 115,603
	PRS					\$ 4,910	\$ 4,912	\$ 5,099	\$ 5,163
	Total					\$ 109,672	\$ 109,741	\$ 116,677	\$ 121,766
16	Base					\$ 106,857	\$ 106,925	\$ 113,809	\$ 115,603
	PRS					\$ 4,968	\$ 4,970	\$ 5,161	\$ 5,159
	Total					\$ 111,825	\$ 111,895	\$ 118,970	\$ 124,162

The Professional Responsibility Stipend is comprised of 5 PD days (3 state-funded and 2 district-funded) and a negotiated Instructional Practice Stipend. Step 15 & 16 include an additional amount related to professional experience.

APPENDIX 6A

Activity Schedule and Job Duties

	Position	2020-2023
1	7 th Grade Advisor	\$1,000
2	8 th Grade Advisor	\$1,000
3	9 th Grade Advisor	\$1,000
4	10 th Grade Advisor	\$1,000
5	11 th Grade Advisor	\$1,200
6	12 th Grade Advisor	\$1,500
7	Concession's Manager	\$2,500
8	7-12 ASB Advisor	\$2,500
9	Elem ASB Advisor	\$1,000
10	Music	\$2,500
11	Annual	\$2,800
12	Honor Society	\$1,000
13	FBLA	\$1,386
14	FCCLA	\$1,386
15	Skills USA	\$1,000

Job Duties Associated with positions 1-8:

- Prepare a Budget for each year
- Participate in a minimum of two fundraisers
- Participate in two sports concessions
- Participate in the Homecoming Events
- Participate in the Winter Song Assembly
- Participate in the Budget Meeting at the end of the year

In addition to the above responsibilities:

- ASB 7th-grade Class Adviser –**
 - One After School Dance
- ASB 8th-grade Class Adviser –**
 - One After School Dance
- ASB Freshmen Class Adviser –**
 - End of Year Dance
- ASB Sophomore Class Adviser –**
 - TOLO Dance
- ASB Junior Class Adviser –**
 - Homecoming Week
 - Homecoming Dance
- ASB Senior Class Adviser –**
 - Class Trip
 - Senior Prom
 - Decorate for Graduation
 - Prepare Slide Show for Graduation
- ASB Concessions Adviser –**
 - Order supplies and organize groups to run concessions for Fall, Winter and Spring sports
 - Assist advisers with concessions
- 7-12 ASB Advisor –**
 - General council Meetings
 - ASB Budget
 - Pep Assemblies
 - Veteran's Day and MLK Assemblies
 - Morning Announcements
 - Assist advisers with major events

APPENDIX 6A

Activity Schedule and Job Duties

Job Duties for Other Advisers

1. Music Adviser –

- a. Prepare a budget for each year and participate in the yearly budget meeting
- b. Participate in Pep Assemblies when invited to do so.
- c. 2 Concerts: Winter and Spring
- d. Pep Band:
 - i. 5 Home Football Games
 - ii. 5 Home Basketball games

2. Elementary ASB Adviser –

- a. Prepare a budget for each year and participate in the yearly budget meeting
- b. Host no fewer than 4 meetings with student leadership
- c. Activities agreed upon between the building principal and the Adviser.

3. National Honor Society Adviser –

- a. Prepare a budget for each year and participate in the yearly budget meeting
- b. Conduct 2 Honor Roll Recognition Assemblies/Events
- c. Identify eligible students
- d. Host an Induction Ceremony
- e. Conduct at least one Community Service Project

4. Annual –

- a. Prepare a budget for each year and participate in the yearly budget meeting
- b. Produce a yearbook

5. FBLA Adviser –

- a. Prepare a budget for each year and participate in the yearly budget meeting
- b. Plan for and participate in Regional and State Competitions
- c. Participate in National competition if any members qualify
- d. Host no fewer than 4 meetings with members

6. FCCLA Adviser –

- a. Prepare a budget for each year and participate in the yearly budget meeting
- b. Plan for and participate in Regional and State Competitions
- c. Participate in National competition if any members qualify
- d. Host no fewer than 4 meetings with members

7. Skills USA –

- a. Prepare a budget for each year and participate in the yearly budget meeting
- b. Plan for and participate in Regional and State Competitions
- c. Participate in National competition if any members qualify
- d. Host no fewer than 4 meetings with members

APPENDIX 6B

Attestation

ATTESTATION

I, _____ [print employee name] attest and affirm that I have completed all duties of my extracurricular activity supplemental contract for the period _____ [contract year or, in the event of school closure, the period of performance] including all contracted duties as described in Appendix 6A to the Collective Bargaining Agreement between CSD and USVEA for my assignment to the following activity _____ [insert activity].

Employee Signature and Date

I, _____ [print principal name] attest and affirm that _____ [employee name] has completed all duties of their extracurricular activity supplemental contract for the period _____ [contract year or in the event of school closure(s), the period of performance] including all contracted duties as described in Appendix 6A to the Collective Bargaining Agreement between CSD and USVEA for their assignment to the following activity _____ [insert activity].

Principal Signature & Date

APPENDIX 7

Calendar

Perpetual Calendar

USVEA and Concrete School District #11

1. If Labor Day falls on the 1st, 2nd, or 3rd of September students would start school on the Wednesday after Labor Day. If Labor Day falls on the 4th, 5th, 6th or 7th of September students would start on the Wednesday before Labor Day.
2. First teacher day will be *agreed upon each year with the District and USVEA as per adopted calendar.*
3. The Back to School Night will be set by the individual buildings.
4. Veteran's Day – Non- contract day.
5. Thanksgiving Vacation – Wednesday thru Friday – Non-contract day.
6. Winter Break – Two weeks in length, inclusive of December 23rd and January 1st.
7. Martin Luther King Jr. Day – Third Wednesday in January is a Non-contract day.
8. End of *each* will be district wide early release day *for grading and conferences.*
9. President's Day – Non-contracted day in February.
10. Spring Break – Five consecutive Non-contracted days.
11. Memorial Day – Non-contracted day.
12. Ending day – Sufficient days to equal 180 student days unless a state waiver is obtained.
13. A total of eight (8) contracted half days will be set annually as per contracted for parent conference and/or grading.
14. A minimum of one snow day per year will be built into the calendar.
15. Make up days will be added on the end of the school year if needed.
16. The last day of school will be two hours, so long as the District is meeting the minimum instructional hours set by the state.

Revised 2007, 2010, 2012, 2014, 2018

APPENDIX 9

Extended Employee Contract

CONCRETE SCHOOL DISTRICT #11 EXTENDED EMPLOYMENT CONTRACT BETWEEN

1. Concrete School District #11, Skagit County, (Part of the first Part), and
2. _____ (Part of the second Part), affecting the contract year
_____ the School District agrees to compensate _____ as specified
below.

(Describe in full. Give specific instructions, including statement of duties, the ends to be achieved and amount of time to be spent.)

For additional responsibilities beyond the contracted, basic education work year and work day. \$ _____

*Failure to submit the Responsibilities Worksheet to the District Office, complete with signature, no later than the last Friday of May, _____ may result in a recapture of compensation paid to the employee.

AGREED

X

Superintendent:
Concrete SD #11

X

Employee:

Address: _____

Telephone: _____