



2021-2024

**COLLECTIVE BARGAINING
AGREEMENT**

between

Granger Education Association

and

Granger School District #204

GRANGER EDUCATION ASSOCIATION
Collective Bargaining Agreement September 1, 2021– August 31, 2024

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PREAMBLE

This document is an agreement between the District and the Association. The wages, hours, terms and conditions of employment have been bargained and agreed to in accordance with the provisions of the Act.

ARTICLE I – ADMINISTRATION

SECTION 1. DEFINITIONS

- A. *Act* shall mean RCW 41.59, the Educational Employment Relations Act.
- B. *Additional Days* shall mean any workdays beyond contracted work year, as specified in this Agreement.
- C. *Agreement* shall mean the Collective Bargaining Agreement signed by the parties.
- D. *Association* shall mean the Granger Education Association, which is affiliated with the National Education Association and with the Washington Education Association.
- E. *Class* is a cohesive group of students assigned to a specific certified teacher, for whom they provide academically focused instruction during the instructional day, in accordance with the CBA Article 6 Section 4A (Employee Workload), Article 4 Section 2A.
- F. *Contract* shall mean the individual written contract issued to each employee.
- G. *Curriculum Pay/Summer School Pay* shall mean per diem for the duration of this bargaining agreement. Said pay shall come from programs and/or grants.
- H. *Daily Sub* shall mean substitutes that are called on a day to day basis for work.
- I. *Day* shall mean school day except during summer when it shall mean weekday except holiday.
- J. *Deferred Pooling Amount* shall mean the difference between the current state insurance allocation and the previous year's state insurance allocation.
- K. *District/Board* shall mean the Granger School District No. 204, County of Yakima, State of Washington.
- L. *Employee* shall mean a member of the bargaining unit.
- M. *Long Term Sub* shall mean those who have completed at least twenty (20) continuous days in one assignment as a substitute teacher.
- N. *OSPI* shall mean the Office of the State Superintendent of Public Instruction.
- O. *Parties* shall mean the District and the Association as co-signers of the Agreement.
- P. *Per Diem Hourly Rate* shall mean the amount of each teacher's base salary (determined by placement on the current Salary Schedule found in Appendix A) divided by 1350 hours.
- Q. *PERC* shall mean the Public Employees Relations Commission.
- R. *President* shall mean the presiding officer of the Association.
- S. *School Improvement Leadership Teams* (SILT at HS & MS) School Wide Improvement Team (SWIT at RES)
- T. *Site Team* shall consist of the Building Administrator or representative and two (2) building representatives.
- U. *Superintendent* shall mean the chief administrator of the District.

- V. *TRI Days* shall mean Time Responsibility Incentive.
- W. *Workshop pay* shall mean per diem for work performed outside of the 180-day work year for the duration of this bargaining agreement. Said pay shall come from programs and/or grants.

SECTION 2. RECOGNITION

In accordance with the provisions of the Act, the Board recognizes the Association as the exclusive bargaining representative for all the non-supervisory certificated employees under contract to the District or on leave by Board action.

SECTION 3. STATUS OF THE AGREEMENT

- A. This Agreement shall become effective when ratified by the parties and signed by officials thereof and may be amended or modified only with the mutual consent of both parties. In the event that school opens prior to the conclusion of the negotiations, it is agreed that salary increases and all agreed upon provisions shall be retroactive.
- B. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

SECTION 4. CONFORMITY TO LAW

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

SECTION 5. ISSUING OF CONTRACTS

Employees shall be provided three (3) copies of their contract to be signed and dated. One copy shall be retained by the district. Two (2) copies shall go to the board for signatures and dates with one copy returned to the employee.

SECTION 6. PRINTING/DISTRIBUTION

The chief negotiators of the parties shall review the Agreement prior to ratification and signing. GEA will provide the parties with two (2) copies of the Agreement to be signed. Each party shall retain one (1) signed copy. The district shall place the ratified agreement on the district website.

ARTICLE II – BUSINESS

SECTION 1. MANAGEMENT RIGHTS

It is understood and agreed that, with the exception of the stated provisions of this Agreement, the District retains all of the rights, powers, functions and authority vested in management by law, custom, practice, and rules and regulations of federal and state government.

SECTION 2. ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use District buildings for meetings upon request to the building administrator provided that such meetings do not interfere with the conduct of normal school usage and are outside of the regularly scheduled workday.
- B. Duly authorized 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. All visiting representatives will announce their presence to the office of the building administrator.
- C. At the discretion of the Superintendent, the Association shall have the right to use school equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and damages incident to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. The Association shall have the privilege of using the District mail and email service for communication to employees. All such materials shall be labeled as Association materials and shall be the responsibility of the President.
- E. The District shall furnish to the Association all public records and documents upon request provided that the Association shall pay a reasonable price for copies of such records and documents which they propose to take from the District office.
- F. The Association shall have an opportunity to provide input into policy development, policy revision, special tax levies and bond levies, and shall have the opportunity to address the Board prior to their adoption.
- G. The rights granted herein to the Association shall not be granted or extended to any competing employee organization, as long as the Association is the recognized bargaining agent with PERC.
- H. The Board agrees to furnish the Association any information which may be necessary for the Association to process any grievance or complaint, provided that this does not conflict with the right of privacy laws.
- I. The Association will be furnished a copy of the agenda and non-confidential attachments of each Board meeting at the time that the agenda is sent to the Board members.

- J. The Association may request to be placed on the agenda of any regular Board meeting by notifying the Superintendent five (5) days in advance of the Board meeting provided that the Superintendent shall be notified in writing of the subject(s) to be discussed.
- K. At the annual staff orientation session the Association will be given the opportunity to introduce representation and announce Association business/agenda items.
- L. The FTE status of new employee(s) shall be reported to the association President within ten (10) days after hiring.

SECTION 3. DUES DEDUCTIONS AND REPRESENTATION FEES

- A. The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the Association.

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

- B. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to membership dues deductions.
- C. Members who so designate shall have WEA Political Action Committee and/or NEA Children and Public Education Fund assessments deducted.

SECTION 4. ASSOCIATION LEAVE

- A. Twenty (20) days of leave shall be provided for Association business. This applies to members of the Association for meetings or conferences, or other Association business. The Association will notify the District when Association leave will be used. The twenty (20) days shall be provided for the members of the Association, and this provision shall not be interpreted to mean that twenty (20) days leave may apply to each Association officer or staff member. Requests from members for association leave shall be submitted in writing to an Association President or his/her designee. If more days are needed the Association may request them and the District will consider the request in good faith.
- B. The notification for leave shall be forwarded by the President to the Superintendent at least two (2) day before the leave is to take effect. The Superintendent or his/her designee shall acknowledge receipt of the notification to the President in a timely manner and the cost of the substitute shall be paid by the Association. The Superintendent or his/her designee may waive this requirement for situations that arise due to unforeseen circumstances.

- C. In the event an Association member is elected or appointed to a regional or state office in the Association, the District shall grant that person(s) twelve (12) days Association leave, exclusive of the normal Association leave. The State or regional Association shall pay the cost of the replacement employee.

SECTION 5. LABOR/MANAGEMENT MEETINGS

- A. The parties shall establish a Labor-Management Committee consisting of three (3) employees to be appointed by the President and three (3) representatives to be appointed by the Board. The purpose of the Labor-Management Committee is to discuss areas of concern to the parties, i.e. potential grievances, non-professional duties and other areas of concern.
- B. The Committee shall establish its agenda, rules of operation, and set meeting dates. Meetings shall be bi-monthly or as needed.
- C. The Committee shall be empowered to make recommendations to the parties on all subject matters, excluding matters reserved for the collective bargaining process.

ARTICLE III – PERSONNEL

SECTION 1. HIRING PRACTICES

- A. The District shall hire properly certified and credentialed employees in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the OSPI.
- B. Non-certificated personnel shall not be employed and/or used as substitute employees. All duties normally performed by employees shall continue to be performed by employees for the term of this Agreement, and the District shall not contract out bargaining unit work or positions, provided that bargaining unit employees are available for work and meet criteria established by the Labor Management Committee and approved by the Board.
- C. This Section does not prohibit the District from entering into cooperative programs with other Districts or the ESD. Provided however, that the District and Association shall meet and agree upon the appropriate representation under Article I, Section 2, Recognition and RCW 41.59 prior to entering into such programs.
- D. Release from Contract

An employee shall be released from the obligations of his contract upon request under the following conditions:

- 1. A letter of resignation must be submitted to the Superintendent's office.
- 2. If the letter of resignation is submitted on or before June 15th, the employee will be released from his/her contract.
- 3. If the letter of resignation is after June 15th, a release from contract will be granted provided a satisfactory replacement can be obtained. The District shall make every reasonable effort to make an expedient search for replacement.
- 4. If the District does not intend to fill the vacant position, the employee shall be released from the contract.

SECTION 2. NON-DISCRIMINATION

- A. The parties agree that employees shall have the right to organize, to assist the Association, to bargain freely through representatives of their own choosing, and shall also have the right to refrain from any or all of such activities except as may be required under Article II, Section 3 of this Agreement.
- B. The District undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any employee with respect to hour, wages or conditions of employment by reason of his/her membership in the Association, his/her participation in

any activities of the Association or collective negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement.

- C. Nothing contained within this Agreement shall be construed to deny or restrict from any employee rights he/she may have under applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, gender, marital status, sexual orientation or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

SECTION 3. ISSUANCE OF CONTRACTS

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

SECTION 4. EMPLOYEE RESPONSIBILITIES

Employees will recognize their responsibilities as enumerated in Chapter 180-44 WAC, Teachers' Responsibilities.

SECTION 5. DUE PROCESS/JUST CAUSE

- A. No employee shall be subject to discipline without just and sufficient cause. All charges against an employee will be made in writing and all evidence supporting such charge(s) will be provided to the employee. The employee will be provided the opportunity to face his/her accuser as due process requires and to examine witnesses in a timely fashion and with appropriate District/parental supervision. The employee shall be notified within ten (10) days of any charges made against him/her.
- B. The District shall inform the employee of his/her right to representation in situations which involve discipline. The District shall normally follow a policy of progressive discipline, that is, i.e., verbal warning, written reprimand, suspension with pay, suspension without pay and/or discharge.

SECTION 6. EMPLOYEE PROTECTION

- A. The Board shall protect employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof by providing insurance coverage through the District carrier in compliance with RCW 28A.400.360.

- B. The employer shall furnish legal and other assistance to employees who may be physically assaulted while in performance of their duties. Legal services are limited to those provided by the County Prosecuting Attorney.
- C. Employees who are physically assaulted while performing District duties may file an L&I claim, no part of such absence will be charged to annual or accumulated sick leave with a doctor's medical certification.
- D. The District shall reimburse an employee the cost of repair, replacement of clothing or other personal items worn on the body, which are damaged or destroyed as a result of an assault on the employee, occurring during the course of employment in accordance with RCW 28A.400.360 and RCW 28A.400.370.
- E. The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse that employee while the employee is performing duties for the District. Such support shall include assisting the employee with filing a legal complaint or contacting the city or county prosecutor for purposes of processing the case. Employee using the services of private attorneys will pay the costs or fees of using such services.
- F. The District shall investigate any information regarding potential exposure to serious contagious diseases. Upon the District's receiving verifiable information of the potential for exposure to serious contagious diseases and illnesses, employees shall be notified immediately, and provided with any knowledge or information the District has regarding prevention and protection from exposure to the disease or illness.
- G. With due respect for the law, employees shall be informed of student(s) who have a record of assaultive or threatening conduct toward District employees or students prior to being assigned to the classroom or as soon as known by the District. Employees shall be provided with specific information about the known behavior patterns of the students, provided such is known to the District, and suggested strategies for managing those behaviors.
- H. When schools are closed because of inclement weather, ice, snow or other emergencies, employees shall not be required to report to work. Lost days will be made up only if students are in attendance.

When schools are closed early, employees shall be permitted to leave immediately after buses have departed.

- I.
 - 1. Pursuant to statute, the Board will comply with all applicable provisions of the Washington State Industrial Safety and Health Act. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No employee will be required to remain in any building or area that has been evacuated because of potentially hazardous conditions.
 - 2. Employees shall report the existence of any unsafe conditions to proper authority as soon as they are aware of them.
- J. Bullying, harassment and intimidation by students, patrons and other employees of District shall not be tolerated and shall be addressed through the District Policies/Procedures related to bullying, harassment and intimidation.

- K. Any reported incident involving work-related harassment, bullying, and/or cyber-bullying of an employee by parents, students, administrators or other employees will be promptly investigated by the District and provide a copy to the Association.

Employees are encouraged to file a complaint with the District and provide a copy to the Association in any situation when student misuse of technology threatens an employee's safety and/or professional reputation.

If necessary, the District and/or Association will notify law enforcement agencies regarding any such activities perpetrated against an employee and seek enforcement of pertinent laws and all pertinent provisions of the WAC Codes and RCW's.

SECTION 7. PERSONNEL FILES

- A. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as non-confidential employment references upon leaving the District. Upon request, one (1) copy of any documents contained therein shall be afforded the employee at the District's expense. Only documentation of discipline that is included in the official District file may be used in any, disciplinary or other action taken by the District.
- B. Any documentation of discipline not shown to an employee within ten (10) days after receipt or composition shall not be allowed as evidence in any disciplinary action against such employee.
- C. All materials filed longer than three (3) years in the personnel file shall, at the employee's request, be removed provided the materials are not required to be retained by law and the employee has not engaged in any misconduct similar to the misconduct addressed in those materials during that period of time. Requests to remove personnel file materials shall be made in writing.

It is also provided that the District may keep documents regarding physical or sexual abuse, other sexual misconduct, harassment, or misconduct involving students or other children indefinitely given that a thorough investigation has been conducted by an investigator. These documents are kept in a separate, sealed sub file within the employee's personnel file.

- D. No evaluation, correspondence, or other material making unfavorable reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's or former employee's knowledge and opportunity to attach his/her own comments.
- E. Upon request of either party, the Superintendent or designee and the employee shall sign to verify contents.
- F. The employee has the right to be accompanied by a representative at review of personnel files.

- G. Content of the building working files is limited to evaluation documents for the current work and anecdotal notes related to the current year, i.e., observations, documents, correspondence, meeting notes. These files may be requested in writing to be handed over to the employee at the end of the year. All files not requested by June 15th will be destroyed.

Employees have the right to grant written authorization to an agent to inspect and have a copy of their building working and personnel files.

SECTION 8. ASSIGNMENT, VACANCIES, AND TRANSFERS

- A. Employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside of their certificates and/or their major or minor fields of study or qualifications in specialty areas. Prior to any re-assignment, employee(s) and the Superintendent or the Superintendent's designee will discuss re-assignment or transfer options.-Employees shall be notified in writing no later than June 15th of any changes in their programs and schedules for the ensuing school year, including regular assignments, and any special assignments. In an emergency situation, employees may be requested to change assignments after the June 15th deadline.
- B. When an employee desires a transfer or re-assignment for the following school year, the following procedure shall be used:
1. The employee shall complete a request form by April 1st or ten (10) days following District notification to the Association of the vacancy applied for, whichever is later.
 2. Employment of any new employee for a specific position shall not be made until all those qualified teachers who have a pending request for transfer or re-assignment have been considered by the Superintendent.
 3. Upon written request by the employee, at least thirty (30) days prior to the beginning of the school year, the Superintendent or designee shall notify in writing and by personal conference each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request.
- C. To assure that employees are given due consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedure shall be used:
1. All vacancies and new positions (teaching summer school and extra-curricular non-sport) must be publicized through a written notice to the President concurrent with public posting. All postings must contain a tentative building assignment of the anticipated vacancy.
 2. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures and timelines for applying.
 3. The District will make all possible effort to hire the best qualified person to fill vacancies and new positions.

4. All in-district applicants will be given a screening interview. Prior to interviewing outside applicants, the following sequence will be used for District employees.
 - a. Existing employee applications for reassignment in the building will be considered first.
 - b. Existing employees who have application for transfer from other buildings will be considered next.
5. All vacancies or new positions shall be filled on the basis of posted qualifications for the position using the following interview criteria:
 - Certification/Endorsement
 - Training
 - Experience
 - In-District experience
 - Interview -- the interview committee shall have at least one (1) GEA member, who shall have input and be present during the interview.
6. Employees not granted the desired assignment shall be notified in writing within five (5) days after the District's hiring decision. The employee may request a personal conference with the Superintendent to discuss the District's reason for not granting the assignment. The conference shall be held within five (5) days of the request unless mutually agreed to otherwise.

D. Involuntary Transfers

1. Prior to any involuntary transfer the District will attempt to find employees willing to transfer. Employees, who are being considered for an involuntary transfer, will be notified in writing stating the reasons for such consideration, no later than June 1st, except in emergency cases. Prior to the final decision to impose an involuntary transfer, the District must meet with the affected employee, the President, Vice President (in their absence), or designee, prior to the end of the school year in an attempt to resolve any issue related to the reasoning behind the involuntary transfer.
2. Where two (2) or more employees are equally qualified for the assignment, the least senior employee will be involuntarily transferred.
3. Employees who are transferred will be given priority on returning for two (2) school years to the building or assignment from which they have been involuntarily transferred, if openings for which they are qualified become available.
4. The District will make every reasonable effort to avoid transferring any individual employee more than one (1) time in any two (2) year period.
5. In the event that an assignment transfer occurs the district will arrange for two (2) days paid at per diem per affected employee.

SECTION 9. REPLACEMENT EMPLOYEES OR LONG-TERM SUBSTITUTES

- A. Replacement employees are defined as those hired on non-continuing contracts in accordance with the provisions of RCW 28A.405.900 to replace contracted employees who are on approved leave. Long-term substitutes are those who have completed at least twenty (20) continuous days in one assignment as a substitute teacher.
- B. Replacement employees are members of the bargaining unit. Long-term substitutes commencing with their twenty first (21st) day of continuous employment in one assignment become members of the bargaining unit Both are entitled to the benefits of this agreement with the exception of:
1. RIF
 2. Probation
 3. Public Office Leave
 4. Extended Leave
 5. Assignment or re-assignment language
- C. Replacement employees shall be guaranteed a screening interview if applying for a regular teaching position.

SECTION 10. SUMMER ADDRESS

At the conclusion of each school year, the employees shall notify the District of their current address. Should the District need to contact employees during the summer break concerning:

- Article III, Section 5 - Due Process/Just Cause,
- Article V, Section 5 - Recall from Employment Pool, or
- Article IX, Grievance Procedure

It shall do so by certified mail posted within the contractual time limit and employees must respond within the contractual time limit or the matter will be deemed concluded.

ARTICLE IV – OBSERVATIONS/EVALUATION/PROBATION, PROFESSIONAL GROWTH PLAN

SECTION 1. PURPOSE

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provides support for professional growth through the systematic assessment of employee performance.

- A. The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:
 - 1. An evaluation system must be meaningful, helpful, and objective;
 - 2. An evaluation system must encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
 - 3. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
 - 4. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

- B. Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392A-191-025:
 - 1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
 - 2. To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, principal, or assistant principal needs to improve his/her performance.
 - 3. To assist classroom teachers who have identified areas needing improvement, in making those improvements.”

EVALUATOR QUALIFICATIONS:

All assigned evaluators shall have been trained in the evaluation processes and appendixes they have been assigned to conduct in this Agreement. Upon initial employment or initial transition into this evaluation system the District shall provide the Association with the content outline (training agenda/notes/PowerPoint/etc.) used in the training, the dates training was conducted for each evaluator and that the evaluator has demonstrated competence.

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

The evaluation processes to be utilized for employees shall be as follows:

A. Classroom Teacher Evaluation Process (Article IV, Section 3)

This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction. The term “classroom teachers” does not include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Classroom Teachers is delineated in Section 3.

B. Non-Classroom Certificated Employee Evaluation Process (Section Article IV, Section 4):

The evaluation process for Non- Classroom Certificated Employee is delineated in Sections 4-9.

SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to teachers as defined in Section 2. 1., above.

A. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive professional development to comprehend the framework and understand the evaluation process. All funding provided (by the state and district) specific to the purpose of professional development for evaluation shall be used for that purpose.

1. Upon initial employment or initial transition into the this evaluation system, each employee will receive a minimum of one day (7.5 hours) of professional development in-service where the frameworks, process and procedures will be reviewed.

Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher’s position and track in the evaluation cycle.

B. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

1. Definitions

- a. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
- b. **Component** shall mean the sub-section of each criterion.
- c. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics in this agreement and any relevant state or federal requirements. All evaluators must engage in professional development designed to implement the

revised systems and maximize rater agreement. The evaluator shall assist the teacher by providing support and resources.

- d. **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- e. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric and should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence.
- f. **Not Satisfactory** shall mean:
 - Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
 - Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
- g. **Student Growth Data** shall mean the change in student achievement between two points in time within the current school year, as mutually agreed between the teacher and evaluator. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

2. **State Evaluation Criteria:**

- a. Centering instruction on high expectations for student achievement,
- b. Demonstrating effective teaching practices,
- c. Recognizing individual student learning needs and developing strategies to address those needs,
- d. Providing clear and intentional focus on subject matter content and curriculum,
- e. Fostering and managing a safe, positive learning environment,
- f. Using multiple data elements to modify instruction and improve student learning,
- g. Communicating and collaborating with parents and the school community, and
- h. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

3. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by the University of Washington Center for Education Leadership (CEL) Five Dimensions of Teaching and Learning (5D). The instructional framework is included in Appendix C-1.

If the adopted instructional framework is contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement, the Agreement shall prevail.

Upon mutual agreement the parties may negotiate a different OSPI approved instructional framework.

4. Criterion Performance Scoring

If the evaluator and teacher cannot agree on a final criterion score, the following principles will apply:

- a. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
- b. Each rating will be assigned the following numeric values:
 1. Unsatisfactory – 1
 2. Basic – 2
 3. Proficient – 3
 4. Distinguished – 4
- c. When there are two (2) or more components to a criterion, the sum as reflected on the Observation/Evaluation Form (Appendix C-1) will be used to determine the final criterion score.
- d. The final criterion component score will be determined using the attached form under Appendix C-1.

5. Summative Performance Rating

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

- a. 8-14—Unsatisfactory
- b. 15-21—Basic
- c. 22-28—Proficient
- d. 29-32—Distinguished

6. Student Growth Criterion Score

- a. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on

these components and the employee is given a score of low, average or high based on the scores below:

1. 5-12—Low
2. 13-17—Average
3. 18-20—High

- b. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers unless submitted by the teacher and mutually agreed to by the evaluator.
- c. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:
 1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
 2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
 4. Create and implement a professional development plan to address student growth areas.

C. PROCEDURAL COMPONENTS OF EVALUATION

1. Notification

The teacher will be notified within fifteen (15) days from the start of the school year of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

2. Student Growth Goal Setting:

The teacher shall with the mutual agreement of the Evaluator, determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal.

3. Artifacts and Evidence:

- a. The evaluator will collect and share observed evidence necessary to complete the evaluation.
- b. The teacher will be provided the opportunity to submit additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
- c. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation.

4. Record-Keeping

The District shall adhere to the following:

- a. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- b. If an on-line system is being considered, the parties will mutually agree to the content and use prior to implementation. All documents collected for an on-line system shall be the property of the teacher and shall be confidential and not subject to public disclosure, unless required by law.
- c. Teachers shall not be required to share personal assessment information they generate in any adopted on-line system.

5. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

6. Alternative Evaluator

On request, teachers may be assigned an alternative evaluator. Requests must be submitted in writing by October 1st. If a request is denied, the reasons for the denial will be given in writing.

D. COMPREHENSIVE EVALUATION PROCESS

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years.

1. 1st Pre-Observation Conference:

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

2. 1st Formal Observation:

- a) The first formal observations for each provisional employee shall be conducted within the first ninety (90) calendar days. All other employees will have their first formal observation completed by the final day of the first semester. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than thirty (30) minutes in length.
- b) The observations will occur no later than ten (10) days after the pre-observation meeting.
- c) Formal observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.
- d) The evaluator will document all formal observations using the online documentation of the version of Evaluation that is utilized with the CEL 5D+ framework which will be given to the employee within five (5) days following the observation date.
- e) The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

3. 1st Post-Observation Conference

- a) The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
- b) The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
- c) If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing.

4. 2nd Pre-Observation Conference

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

5. 2nd Formal Observation

- a) The second formal-observation will occur no sooner than six weeks after the first formal observation, unless otherwise agreed to by the employee, and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than ten (10) days after the pre-observation meeting.
- b) Observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly unless otherwise agreed to by the employee.
- c) The evaluator will document all formal observations using the online documentation of the version of Evaluation that is utilized with the CEL 5D+ framework which will be given to the employee within five (5) days following the observation date.
- d) The second formal observation shall occur prior to May 1st.
- e) The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

6. 2nd Post-Observation Conference

- a) The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation.
- b) The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
- c) The teacher must be given the opportunity to attach written comments to the negotiated form.
- d) If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

- e) The teacher may request additional formal observations.

7. Informal Observations

- a) An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
- b) An evaluator may conduct up to four (4) additional informal observations.
- c) Informal observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.
- d) All informal observations must be documented in writing though the online documentation of the version of Evaluation that utilized with the CEL 5D+ framework and a copy will be provided which will be given to the teacher within five (5) days of the informal observation. However, if there is an area of concern based upon any such informal observation, the teacher shall be notified in writing in order for that evidence to be used in the evaluation process.
- e) A post-informal observation conference between the evaluator and teacher will be held no later than five (5) days after the informal observation.
- f) The teacher may request additional informal classroom observations.

8. Final Summative Evaluation Conference

- a) No later than May 10th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- b) The teacher has the right to provide additional evidence for each criterion to be scored.
- c) All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d) If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence.
- e) If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored, they shall be granted any of the following:
 - 1. An additional formal observation by June 1st;
 - 2. Assignment of a new evaluator for the ensuing school year.
- f) Nothing prohibits an evaluator from evaluating individual teachers as Distinguished - 4 within a school year.

- g) 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, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

E. FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, upon mutual agreement with the evaluator, may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur before December 15th.

1. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
2. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
3. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
4. Observations and conferences for the focused evaluation shall follow the guidelines set forth in Section 3.3, Procedural Components of Evaluation, and Section 3.4, Comprehensive Evaluation Process, above.
5. A summative score is assigned using the summative score from the most recent comprehensive evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
6. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

F. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

1. The Association will be notified when any teacher is judged below Proficient -3, within ten (10) school days.
2. The district shall support the professional development of the teacher. Any teacher whose performance is judged below proficient shall be provided the following conditions:
 - a. The teacher's class size will not exceed the limits established in this Agreement;

- b. The teacher shall be granted up to two (2) days of release time to observe colleagues' instruction;
 - c. The teacher may be granted an additional certificated employee evaluator;
 - d. The teacher may be assigned only one (1) work location, i.e., one classroom;
 - e. A mentor may be assigned if requested by the employee;
 - f. The teacher may choose to transfer to another school with District approval;
 - g. The teacher may choose to participate in a voluntary structured support plan;
 - h. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
3. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a written support plan for professional growth and coaching will be mutually developed by the evaluator and teacher within ten (10) days following the 1st First Post-Observation Conference. If the evaluator and employee are unable to agree upon a mutually agreeable plan, the evaluator will prepare and deliver a specific, reasonable, and required program for improvement for the employee.

G. PROVISIONAL EMPLOYEES

- 1. A second year Provisional teacher who receives a summative rating of 2-Basic summative rating may not be granted continuing contract status for the subsequent school year and must remain at a Provisional employee for their third (3rd) year of employment unless they are non-renewed. However, the superintendent may make a determination to remove an employee from provisional status if the employee has received a summative rating of 3- Proficient or 4- Distinguished during the second year of employment by the district.
- 2. Before non-renewing a first (or as applicable second or third) year provisional teacher for reasons related to employee performance, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:
 - a. An evaluation conducted in accordance with each provision of this Section 3, Classroom Teacher Evaluation Process;
 - b. Written notice to the Association and teacher within ten (10) days of receipt of the final written evaluation;
 - c. An informal plan of assistance for the teacher to make satisfactory progress in improving his/her performance;

- d. Periodic reports to inform the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies.

H. PROBATION

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

1. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
2. Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 3.3.B 1-12, above.
3. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
4. In the event that an evaluator determines 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 Article IV Section 3, and,
 - b. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
5. 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 for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
 - a. Specific areas of performance deficiencies identified from the instructional framework;
 - b. A suggested specific and reasonable plan for improvement;
 - c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
6. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and 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 will include supports provided by the district and the dates those supports will be put in place.

7. Evaluation During the Probationary Period
 - a. At or about the time of the 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.
 - 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 Section 3 above shall apply to the documentation of observation reports and evaluation 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 probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.
8. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
9. 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.
10. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report 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:

- a. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- b. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

- c. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

11. Action by the Superintendent:

Following a review of the any report submitted pursuant to paragraph J. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

- 12. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
- 13. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and then shall be removed as per Article III, Section 7.C and D, including the summative evaluation used to put the employee on probation, the notice of probation and the notice of removal from probation and/or notice of the Superintendent action.

I. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

J. PROBABLE CAUSE

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

K. EVALUATION RESULTS

- 1. Evaluation results shall be used:
 - a. To acknowledge, recognize, and encourage excellence in professional performance.
 - b. To document the level of performance by a teacher of his/her assigned duties.
 - c. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
 - d. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.

SECTION 4. NON-CLASSROOM CERTIFICATED EMPLOYEE EVALUATION PROCEDURE

- A. All non-classroom certificated employees shall be evaluated in accordance with the appropriate criteria set forth in Appendix C (C2 and C3).
 - 1. All first year employees in the District shall have their first formal observation within the first ninety (90) days of the commencement of their employment.
 - 2. All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than May 1 of the year in which the evaluation takes place.
 - 3. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- B. In addition to required evaluations, principals and other evaluators may conduct additional informal observations as outlined in Article IV, Section 3.D.7.
- C. The evaluation of employees shall include observations of knowledge and scholarship in special field, specialized skills, management of special and technical environment, the support person as a professional, and involvement in assisting students, parents, and educational personnel.

SECTION 5. SHORT FORM OF EVALUATION

- A. After an employee has three (3) consecutive years of satisfactory evaluations under provisions of this Agreement, the principal or other evaluator may elect to use a short form of evaluation (see Appendix C2 or C3). The short form of evaluation shall consist of either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the evaluation criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.
- B. However, the normal evaluation process set forth in this Article, Sections 4 and 5, shall be followed at least once every three (3) years for each employee. In the event that the Short Form Summary indicates an overall determination of unsatisfactory, the employee will be provided a mutually developed plan of improvement to be followed for the remainder of the contract year and the normal evaluation process will be used for the ensuing contract year. An employee may request that the normal evaluation process be conducted in any given school year.
- C. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory or as probable cause for non-renewal of the employee's contract.

SECTION 6. PRE-PROBATION

- A. In the event that a principal or other evaluator determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall have first provided a plan of improvement under Article IV Section 3.H.6., above, and given at least 20 working days to show improvement. If sufficient improvement is not achieved based on additional observations, the supervisor shall meet with the employee and a representative of the union and attempt to clarify and resolve those criterions which have been identified as unsatisfactory. If no resolution is reached the principal shall submit those unresolved issues and report the same in writing to the Superintendent on or before January 20. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of Section 4 or 5 above.
 2. A recommended specific program designed to assist the employee in improving his/her performance as outlined in Article IV Section 3.H.6.
 3. Any written comments of the employee.
- B. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days, any time after November 15th. The employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:
1. Specific areas of performance deficiencies.
 2. A specific and reasonable program for his/her improvement that is measurable.
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency.
- C. In the event a formal training or class is mandated, the District will bear the burden of the cost of the training and mileage compensation to the employee.

SECTION 7. PROBATIONARY PROCEDURES

- A. This Section does not apply to replacement employees or to provisional employees.
- B. Within five (5) days of the delivery of a probationary letter, the principal or other evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
- C. During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Article IV Section 6.B. 1) and 2) above, shall apply to the documentation of evaluation reports during the probationary period.
- D. During the probationary period any identified deficiencies in which the employee has demonstrated sufficient improvement shall be identified and checked off as being completed so that the employee has a clear understanding of what remaining progress they

need to make to be removed from probation. The probationary employee shall be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the principal or other evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.

- E. Beginning with the probationary period, an employee may have an Association representative present during conferences held pursuant to this Section.

SECTION 8. POST PROBATION

Unless the probationary employee has previously been removed from probation, the principal or other evaluator shall submit a written report to the Superintendent and said employee at the end of the probationary period, which shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations:

- A. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or
- B. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- C. That the employee has not demonstrated sufficient improvement and action should be taken to non-renew the contract of the employee.

SECTION 9. ACTION BY THE SUPERINTENDENT

Following a review of all reports submitted pursuant to Section 9 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15th pursuant to applicable law.

ARTICLE V - REDUCTION IN FORCE (RIF)

SECTION 1. PROGRAMS AND SERVICES AND STAFF RETENTION

- A. The term Reduction in Force (hereinafter referred to as “RIF”) refer to action by the Board reducing the number of all levels of employees in the District due to enrollment decline or loss in revenue. RIF does not refer to decisions to discharge an individual employee for cause or non-renewal of an individual employee for unsatisfactory job performance.
- B. If the educational program and services of the District must be reduced because of lack of financial resources, the following guidelines shall be taken into consideration by the Superintendent in determining the program and services to be retained, reduced or eliminated:
 - 1. The funds available for the implementation of the educational program or services.
 - 2. The effect upon the student in the classroom is of the highest priority; therefore, the programs to be retained shall attempt to minimize the consequences of program reductions upon students.
 - 3. The severance of employees will be minimized to the extent practicable.
 - 4. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (e.g., Special Education, Vocational Education, federally supported programs, etc.).
- C. In making recommendations for programs and services to be retained, the Superintendent will solicit and refer to the Board the considered professional judgment of the Association.

The District will make available to the Association, upon request, available financial data pertaining to the District's financial condition for the following school year including the estimate of funding from local, state, and federal resources.
- D. Seniority shall be determined using the following factors. The factors will be applied in order. Seniority rank for employees with the same experience/qualifications on the first factor will be determined by the second factor and so on.
 - 1. Washington State experience (28A.400.300)
 - 2. Granger School District experience
 - 3. Degree
 - 4. Credits earned
 - 5. Total teaching experience, in and out of state
 - 6. Evaluation results
- E. Employees will be recommended for available positions consistent with the law regarding affirmative action and on the basis of accumulated seniority in grades K-12 as defined in “D.” above.

- F. After December 15th but by January 15th of each school year, the District shall provide to the Association a seniority list ranking each employee from greatest to least seniority. It shall be the responsibility of each employee to verify his/her seniority ranking and report promptly any dispute thereof in writing to the Association and the District. Each employee who fails to notify the Association and the District within fifteen (15) days that a dispute exists regarding his/her seniority ranking as provided shall be presumed to have concurred with the seniority ranking on the provided list.

No later than the third week in February, the Association and the District shall meet to attempt resolution of any timely submissions or disputed seniority ranking. If no resolution can be reached by the end of the third week in February, the contract grievance procedure shall be used.

When the parties resolve the dispute(s), or if no dispute(s) is reported, a notarized list shall be provided to the Association. Such list shall include all corrections, deletions, and additions of employees on their seniority ranking for the school year, and shall be the only list used for layoff and recall of employees defined by this Agreement for the current school year.

SECTION 2. FINANCIAL NEED

- A. When contemplating a reduction in force, the Board, upon the recommendation of the Superintendent, shall determine by April 15 whether the financial resources of the District will be adequate to permit the District to maintain its educational program and services substantially at the same level for the following year.
- B. If it is determined that such financial resources are not reasonably assured for the following school year, the Board, upon recommendation of the Superintendent, shall adopt a reduced program which takes into consideration the guidelines set forth in Section 4 below.

SECTION 3. EMPLOYEE RETENTION/NOTIFICATION

In the event of the reduction of programs and services for financial reasons, the Superintendent shall:

- A. Ascertain to the extent possible the number of bargaining unit positions which will be available for the following school year by reason of normal attrition (e.g., retirement, resignation, etc.), or by reason of leaves of absence under Article VII Section 13, and shall take such vacancies into consideration in determining the necessity for non-renewal of employees.
- B. Determine and recommend to the Board the number of employees in the categories and specialties, which are required to implement the District's reduced educational program and services.
- C. Notify the Association not later than April 15th of anticipated non-renewals.

- D. Prior to May 15th (or June 15th in any year in which the omnibus appropriations act has not passed the legislature by the end of the regular legislature session for that year) of the year immediately preceding the school year in which any reduced educational program will take effect, determine which employees are to be non-renewed under the District's reduced program and services, and shall provide written notification of non-renewal to all affected employees on or before May 15th (or June 15 in any year in which the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year).

SECTION 4. RIF PROCEDURES

- A. These procedures shall be applied to identify those employees who will be retained to implement such reduced program and those employees, if any, who must be non-renewed. All such non-renewals shall be accomplished in accordance with RCW 28A.405.210 or, where applicable, RCW 28A.405.220.
- B. To ensure that the employees recommended for retention will be qualified to implement the educational program determined by the Board, all employees must possess such valid Washington State certificate as may be required for the position(s) under consideration. Employees will be grouped District-wide according to seniority.
- C. Prior to implementing RIF procedures, the employment of temporary employees and long-term substitutes shall be terminated.

SECTION 5. RECALL FROM EMPLOYMENT POOL

- A. Employees who are not recommended for retention in accordance with these procedures shall be non-renewed for a period of up to three (3) years and shall be placed in an employment pool.
- B. When a vacancy occurs for which any employee in the employment pool qualifies, notification from the District to such employee will be by certified or registered mail. Such employee will have five (5) days from receipt of the letter to accept the position. (See Article III, Section 10)
- C. Employees in the employment pool will be given the opportunity to fill open positions under qualifications required under Article V Section 4.B above. If more than one (1) such employee is qualified for an open position, the criteria set forth in Article V Section 1.D above shall be applied to determine who shall be offered such position.
- D. If an employee in the employment pool fails to accept a position for which he/she is eligible, pursuant to this policy, such employee will be dropped from the employment pool.

SECTION 6. RIF BENEFITS

- A. The District shall utilize employees in the employment pool as substitutes on a first priority seniority basis.

- B. An employee in the employment pool shall upon application, and at his/her option, be granted preference on the substitute list according to his/her seniority.
- C. An employee in the employment pool may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the District for up to three (3) years and subject to agreement of the District's insurance carrier and health care provider.

SECTION 7. SPECIAL CONSIDERATIONS

Administrators who become employees through re-assignment to a vacant position in the bargaining unit prior to April 15 of the year preceding the RIF will be considered for retention. Seniority accrued during time as an administrator will not be considered for seniority during a RIF.

ARTICLE VI – ACADEMIC

SECTION 1. CONTROVERSIAL MATERIAL

Freedom of communication and intellectual activity should be present in all educational systems. The systems should strive to provide an opportunity for students and teachers to gain information and the various points of view on controversial issues. The materials on controversial issues should be representative of various points of view, and a sincere effort made to select representative materials covering contrasting points of view.

SECTION 2. INSTRUCTIONAL MATERIALS COMMITTEE

The Instructional Materials Committee shall be appointed by the Superintendent and the President, subject to board approval, for the purpose of recommending to the school board the selection and adoption of textbooks and supplemental materials.

The District shall appoint:

- 1) A board member,
- 2) The Superintendent's designee, and
- 3) The building principal for the site adoption.

The District shall appoint, upon mutual agreement with the Association, three (3) parents.

The President shall, upon mutual agreement with the District, appoint:

- 1) An employee from K-4,
- 2) An employee from 5-8, and
- 3) An employee from 9-12.

The Chair chosen by the committee will be recognized as the only permanent member of the committee. The committee secretary will be selected from the committee membership by the committee. All other members shall have three (3) year term.

SECTION 3. PREPARATION PERIODS

A. Preparation time shall be calculated and scheduled as follows:

1. Roosevelt Elementary – Employees will be provided a minimum of fifty (50) continuous minutes per day. Shortened days will have proportionately shorter preparation periods.
2. Granger Middle School – The amount of time equal to the length of a class period either on a daily basis or averaged over a two (2)-week period of time when alternating day schedules are used.

3. Granger High School – The amount of time equal to the length of a class period either on a daily basis or averaged over a two (2)–week period of time when alternating day schedules are used.
- B. 30/30 Bar: The thirty (30) minutes before students arrive and the thirty (30) minutes after students depart is not to be computed as a part of the plan time defined above, but is to be used by certificated employees as additional time for giving students extra assistance, conferences, consultations, faculty meetings, supervision and similar professional purposes.
- C. Building level preparation schedules will be on the master daily schedule, as determined by the building administrator to insure that A., above is implemented appropriately. The building principal will be responsible for the implementation of this.
1. It is the responsibility of each individual employee to determine what specific work will be conducted during their preparation period, provided that, the work is directly related to the planning, preparation, recordkeeping, and other student focused instructional activities related to each employee’s assignment.
 2. Professional Learning Community (PLC) will be conducted one (1) day each work week except for conference weeks, report card weeks or weeks that are shortened to two (2) or three (3) days. Each Monday and Tuesday morning prior to the student day (20-minutes each day) and each Tuesday for the last fifteen (15) minutes of the work day will be used without interruption and at the discretion of each teacher for lost (PLC) preparation time.

The purpose of a Professional Learning Community (PLC) is to improve student learning and achievement. Collaboration time will be made available at the discretion of the District for team/grade level/subject employees to work together in a collaborative environment on a regular basis on PLC.

Collaboration time shall not be administratively driven meeting.

The goals for student achievement will be determined by each PLC as they are primarily responsible for the day-to-day student learning and achievement. Each PLC will take into consideration relevant district, state and national requirements.

PLC work focuses on the following questions:

- What do we want students to learn?
- How will we know when they learned it?
- How will we respond when they don’t learn?
- How will we respond when they already know it?

All employees are expected to attend their PLC regularly without exception. However, an employee will not be assigned/directed to participate in more than one (1) PLC group at any given time. Those employees teaching more than one (1) content area or with multiple work assignments must stay informed of the status of the ongoing work in the other parts of the assignment. PLC teams will make their meeting notes available to team members not present at any meetings.

Specialists are also expected to participate in a PLC group. Each employee will, in consultation and agreement with his/her administrator, choose one PLC group that corresponds with the employee's current assignment at the site or at a district level (ex. Specialists K-4).

The District and the Association will review the process/progress and calendar of the PLC time each year to collaboratively recommend any needed changes.

- D. No other administrative directed meetings will be conducted during preparation periods.
- E. Instructional Coaches are a vital resource to aid teachers in developing their instructional practices. The work of the Coach is to assist teachers in building instructional practices. The Coaches shall not evaluate or supervise teachers and shall keep the details of all interactions professional among the employee or employees being supported. An employee receiving support from Coaches may choose to share or include notes or artifacts from their interactions with his/her supervisor but cannot be compelled to do so. Coaches may attend PLCs as a resource.

SECTION 4. EMPLOYEE WORK LOAD

- A. The student teacher ratios in grades:
 - 1. K-3 will be a maximum of twenty (20) students to one (1) regular classroom teacher.
 - 2. Grades 4-12 shall have no more than an average-of twenty-six (26) to one (1) weekly ratio and no more than 32 students assigned to any individual classroom, with the exception of the music, library and physical education classes. The District will follow all state laws regarding funding for reduced class sizes. If any PE class exceeds forty (40) students, the employee and supervisor will meet to discuss additional remedies, including but not limited to additional supervision being assigned to the classroom.
 - 3. In the case of secondary teachers, elementary specialists, and other teachers who do not have the same group of students for the entire workday (including but not limited to music, library, health, computer lab, and physical education classes), overload pay will be pro-rated based on the portion of the school day the teacher has students exceeding the class size limit.
- B. Special education classes shall not be computed in these ratios.
- C. If the classroom ratio, as specified in Article VI, Section 4 A, is exceeded by 2 students, additional employees may be employed to bring the classroom ratio within the specified guidelines above.
- D. When a classroom workload exceeds its maximum as specified in Article VI, Section 4 A and has maintained that level for five (5) school days, that teacher shall receive a stipend of \$8.00 dollars per student per day with payment retroactive to the first day the maximum was exceeded. For K-4 specialists (e.g. Music, Library, Health, PE, Computers and Science), overload pay, where applicable, will be pro-rated and paid at the rate of one-fifth (1/5) of the stipend per student for each period that the specialist's classroom exceeds the overload limits set forth in subsection A. Payment shall continue as long as the class

exceeds its maximum load. It shall be the responsibility of the classroom teacher to report any classroom overage to the building principal in writing.

- E. The Superintendent will notify the school board of a temporary closure to students outside of District boundaries when a grade level is operating at capacity, see Article VI, Section 4 A for maximums.
- F. Special Education Teacher Workload – Special Education teachers may request a substitute be hired to allow them time to work on student assessment or Individual Education Plan (IEP) writing. The Special Education teacher must complete their work in the building during this IEP release time. The request shall be made to the Director of Special Education at least three (3) days prior to the requested day. The teacher may request up to one day per month. The Special Education Director will make the determination to grant or deny the request. If the request is denied, it must be done in writing with reasons for the denial and/or an alternative date set.

Certificated Special Education classroom teacher shall manage a caseload of no more than 35:1 student to teacher ratio at any given time. If the case load increases above thirty-five (35), the Special Education staff member shall receive one (1) additional “IEP Day” per month.

SECTION 5. CLASSROOM TEACHER ABSENCES

- A. For absences covered by this Agreement, the District agrees to obtain a qualified substitute.
- B. Any and all leaves of absence taken during the contract day, for any length of time, must be entered into the online attendance system.

SECTION 6. COVERING CLASSES

- A. A principal or designee may assign employees to cover classes in case of emergency or when a qualified substitute is unavailable. The principal shall have the responsibility of making arrangements for covering classes.
- B. In cases where employees forfeit their preparation period, they shall be entitled to at least one hour for each forfeited preparation period at the per diem to be paid upon completion.
- C. There will be no disbursement of classrooms built into the building schedule. In cases of an increase of class size due to an emergency (no substitutes available) disbursement of a classroom, teachers will be compensated \$38 dollars per hour for no more than three (3) hours. The compensation shall be at least one hour for the teachers.

Each employee who covers a class(es), will be required to complete a class coverage time sheet and turn said sheet into the Central Office by the 15th of each month.

- D. Absences of one-half (1/2) day or more should, under normal circumstances, be covered by substitutes. Using support personnel (librarians, counselors, etc.) as substitutes should be avoided. However, in the event it is found necessary to use support personnel for substitutes, this use shall be limited to three (3) days per employee per year.

- E. Arrangements for class coverage may be made between employees for less than half days, provided there is no cost to the District and that prior approval is obtained from the principal.

SECTION 7. STUDENT TEACHERS

No employee will be assigned a student teacher without his/her prior consent and knowledge of such an assignment. When possible, such assignment shall be announced at least two (2) weeks in advance of the student teacher's arrival.

SECTION 8. MENTOR TEACHERS

In order to implement the Mentor Teacher Program (beginning teacher's assistance program), the District and Association agree to the following provisions:

- A. The mentor teacher program shall be totally voluntary, and the District shall not require any bargaining unit member to apply for participation.
- B. Mentor teachers and beginning teachers shall be provided up to three (3) additional days of released time if funds are available to be used at their discretion to facilitate the program. Release time for both mentor and beginning teachers shall be covered by substitutes.
- C. No participating employee shall be subject to any additional evaluation procedure not covered by the negotiated agreement.
- D. A mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of a beginning teacher.
- E. The Association shall be involved in any State and/or District evaluation of the mentor teacher program.
- F. Mentor teachers shall be selected by the building administrator.

Teachers desiring to become mentors shall apply in writing to the building administrator and possess appropriate qualifications and meet criteria standards outlined below:

1. Teaching experience within the same or similar grade level or subject matter.
2. Employed full time, primarily as a classroom teacher.
3. Hold a valid continuing teaching certificate.
4. Submit a narrative of no more than one page describing their commitment to the mentoring program.

Any dispute regarding the mentor teacher program shall be subject to appropriate provisions of the negotiated agreement.

SECTION 9. STUDENT DISCIPLINE

- A. In the maintenance of a sound learning environment, the District and employees shall expect acceptable behavior on the part of all students who attend schools in the District.

Discipline policies shall be enforced fairly and consistently. Such discipline shall be consistent with applicable federal and state laws and District policies.

- B. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall give prompt response to all employees' requests regarding discipline problems. Further, the authority of employees to use legal disciplinary measures for the safety and well-being of students and employees is supported by the Board.
- C. Employees may use such reasonable physical force with a student as is necessary to protect him/herself, a fellow employee, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to District property.
- D. Long-Term Suspension (more than ten (10) days) or Expulsion. The District will develop a reengagement plan for students who have been long-term suspended or expelled before the student's reentry or enrollment. The reengagement plan will be tailored to the student's individual circumstances, including consideration of the incident that led to the student's long-term suspension or expulsion, and will attempt to aid the student in taking the necessary steps to remedy the situation that led to the suspension or expulsion.
- E. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by this Section, by specific policies adopted by the Board, and which are not inconsistent with federal, state law or regulations, and District policies.
- F. Short-Term Suspension (ten (10) or less days). Prior to the student being re-admitted to class, the employee will be informed of the resolution of the problem. Principals will meet with the building employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
- G. The District policy for student discipline is available on the District website. All changes within the discipline policy from one year to another shall be reviewed with the employees. All discipline policies shall be reviewed with new employees.
- H. Consistent with RCW 28A.600.020 (2) and WAC 392-400-330-335, Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.
- I. In determining what other forms of corrective action should be taken before excluding a student under subsection H, above, teachers of shop, culinary, weight room, chemistry, or other classes with potential hazards present may consider the unique circumstances of the classroom and the need to ensure safety of students and other employees.

SECTION 10: EVERY STUDENT SUCCEEDS ACT (ESSA)

A. District Planning

1. The Association shall appoint the teachers who are members of the committee.
2. The Association does not waive its right to negotiate if there is an impact on the member's wages, hours, terms and conditions of employment.
3. If the resulting plan is not accepted in full by OSPI, the same jointly appointed committee will reconvene to make any necessary adjustments.

B. School Planning

1. The Association shall appoint the teachers from that building who are members of the committee.
2. The Association does not waive its right to negotiate if there is an impact on the member's wages, hours, terms and conditions of employment.
3. If the resulting plan is not accepted in full by OSPI, the same jointly appointed committee will reconvene to make any necessary adjustments.

SECTION 11: TECHNOLOGY/TEACHING TOOLS

Employees have the right to be provided functioning technology for the purpose of carrying out and/or enhancing curriculum, lessons and other assigned duties.

- A. If such technology fails, technology staff will communicate professionally within 24 hours and agree upon a reasonable replacement date.
- B. Employees will be provided training for online testing or any other systems.
- C. Employees will receive necessary equipment at least one (1) day prior to testing dates.

SECTION 12: COMMUNICATIONS/SCHEDULING/CALENDAR

- A. Communication between administration and the teaching staff is an important part of the teaching/learning process.
- B. At the beginning of each school year, the District shall provide to all teachers an assessment calendar outlining testing windows from the state and dates for other districtwide standardized tests to the extent known at that time. Additional details will be shared with directly impacted staff as soon as possible after the information is available from the state.
- C. The District shall provide appropriate support structures for state required assessments.

SECTION 13. GRADING

- A. Except in the case of emergency, no grade shall be changed by anyone other than the instructor, unless the instructor is first notified and invited to discuss the change.
- B. Grades shall be due (entered into system and ready for report cards) no sooner than three (3) calendar days after the end of the quarter/semester.

ARTICLE VII – LEAVES

SECTION 1. SICK LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days (1 day = 7.5 hours) with full pay to be used for absence caused by illness, injury or an emergency of the employee or family. Unused sick leave shall accumulate from year to year to a maximum of one hundred eighty (180) days.

Should an employee resign during the contract year, the twelve (12) days of credited sick leave shall be prorated based on the number of days worked in the contract. Employees employed after the beginning of the contract year shall receive a prorated number of sick leave days based on the number of contracted days.

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

- C. Absence due to injury incurred in the course of the teacher's employment may be compensated for in the following manner:

For absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a pro-rated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.

- D. For any absence beyond five (5) consecutive days, required medical verification is to be submitted to the district office.

- E. An employee who has exhausted sick leave and is unable to perform assigned duties because of illness, injury, or emergency shall, upon written request, be granted an unpaid leave of absence for the remainder of the current school year; however, return to duty may be at a term break and must be approved by a physician of the employee. The District reserves the right to have a physician, paid by the District, examine the employee at any time to validate the continuance of such leave.

SECTION 2. SICK LEAVE CASHOUT

- A. Annually each employee may cash out the unused sick leave days he/she has accumulated that year (Jan. 1-Dec. 31) provided such employee has accumulated a minimum of sixty (60) days of such leave. The cash out shall be on a one (1) day's pay for four (4) day's sick leave, and shall not allow the employee to decrease his/her accumulation to less than sixty (60) days. The employee may cash out up to twelve (12) days per year on January 1 of each year. The cash out may be paid directly to the employee or distributed to the employees VEBA account. RCW 28A.400.210

- B. At the time of separation from the District due to retirement or death, the employee or his/her estate shall have all of his/her sick leave cashed out on the same one (1) for four (4) ratio.

SECTION 3. SICK LEAVE SHARING

The District and Association agree that in the event of an extended illness/injury sick leave sharing is a worthwhile benefit to benefit unit members. Therefore, the parties agree as follows:

- A. Bargaining unit members who have accumulated more than sixty (60) leave days may donate up to twelve (12) accumulated sick leave days to other employees in any twelve (12) month period. The employee donating the days shall specify the number of days to be donated; GEA can donate a day for a day to any employee. The District shall develop forms and procedures necessary to implement this. Transfers of sick leave under this provision are limited to transfers from employees who do not accrue annual vacation leave. No transfer of sick leave shall result in an employee's account going below sixty (60) days.
- B. The person receiving the donated days must have exhausted all accumulated leave before using the donated days and must suffer from or have a relative or household member suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee:
 - 1. To take an unpaid leave of absence, or
 - 2. To terminate employment.
- C. No employee shall receive more than one hundred eighty (180) days of donated leave.
- D. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorate, within thirty (30) days after the donor's use of accumulated leave ceases.
- E. An employee using donated leave days shall receive the same benefits and pay as if they had been working.
- F. Except for procedures in D, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave.
- G. The District and Association shall each designate one (1) person who shall serve jointly for the purpose of reviewing requests for such leave. Requests for leave sharing must conform to the above criteria.
- H. Contributions of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.

SECTION 4. EMERGENCY LEAVE

- A. Emergency Leave shall be deducted from sick leave. Emergency leave may be taken due to a problem that requires the personal attention of the employee and where preplanning could not relieve the necessity for the employee's absence. Emergency leave shall not be taken for personal profit or pleasure and cannot be used to extend other leaves or absences.
- B. As much advance notice as is reasonable under the circumstances shall be given; if none is possible an explanation shall be furnished to the District immediately upon return to duty.

SECTION 5. MATERNITY/PATERNITY/ADOPTION LEAVE

- A. Employees will be entitled to take a leave of absence and/or use FMLA/PFML for childbirth for a reasonable length of time and thereafter return to their job under the same uniform terms and conditions as any other employee on leave.
- B. To be entitled to paternity/maternity leave an employee shall inform the building administrator in advance of his/her intention to take leave and the approximate time he/ she expects to return to work, and within thirty (30) days after childbirth shall inform the District of the specific day when he/she will return to work. For normal circumstances the employee is expected to return within sixty (60) days after childbirth, unless the employee is using FMLA/PFML which allows for more than sixty (60) days.
- C. An employee may use his/her accrued sick leave during his/her paternity/maternity absence. If an employee does not have accrued sick leave, he/she will be granted leave of absence without pay, unless the employee is using PFML.
- D. Sick leave or personal leave shall be used upon the written request (approximate expected dates) of the employee for the adoption of a child, the employee may also use FMLA/PFML for this leave, using the same procedures as set forth above for birth of a child.

SECTION 6. BEREAVEMENT LEAVE

- A. Up to four (4) days of leave may be granted in the event of a death.
Two (2) additional days may be granted for extenuating circumstances (i.e. travel, business matters).
- B. Bereavement leave does not accumulate.
- C. Personal or sick leave may be granted at the discretion of the Superintendent who may request some evidence of attendance at the funeral or memorial service.

SECTION 7. PERSONAL LEAVE

- A. Four (4) days of personal leave will be granted upon request with pay for personal business which requires absence during school hours. Notification to the employee's principal or other immediate supervisor shall be made in advance except where precluded by an emergency situation. This leave cannot be used to extend school holidays, three (3)-day weekends on which a holiday occurs or during the last two (2) weeks of school except for extenuating circumstances which are unique, with prior approval of the Superintendent.
- B. Employees may carry forward up to four (4) personal leave days per year, for a total accumulation of eight (8) days. Each employee may request payment for up to five (5) unused personal leave days per year. The employee must turn in the Certificated Request for Personal Leave Payout (Appendix F-2) form by July 1st to the payroll office. The days that are requested to be cashed out will be paid at per diem rate of pay on the July check.

- C. If the employee provides irrevocable notice of their retirement by April 1, unused personal days will be cashed out at their daily rate of pay.
- D. Should an employee resign during the contract year, any accumulated days of credited personal leave shall be prorated based on the number of days worked in the contract. Employees employed after the beginning of the contract year shall receive a prorated number of personal leave days based on the number of contracted days.

SECTION 8. SABBATICAL LEAVE

- A. Sabbatical leave without pay shall be granted for one (1) semester or one (1) year to those employees who have served the District a minimum of five (5) years. An employee who has a sabbatical leave can become eligible for another sabbatical leave.
- B. Tenure and status of an employee on sabbatical leave will not be impaired. The employee will not gain, but will not lose any seniority time while on sabbatical leave.
- C. Any employee desiring sabbatical leave must submit a written request to the Superintendent prior to April 15 of the school year prior to the year for which sabbatical leave is desired. The request shall specify the reasons for which leave is requested and give specific plans and endeavors. Sabbatical leave shall be defined as study, travel and working in a professionally related field or school district.
- D. Employees on sabbatical leaves shall make quarterly reports to the Superintendent concerning their professional endeavors as required.
- E. No more than one (1) certificated employee shall be granted sabbatical leave during any school year.
- F. An employee returning from sabbatical leave shall be guaranteed a teaching assignment within the District. The employee on sabbatical will notify the District by April 15th. Subject to Article V – Reduction In Force.
- G. The evaluation and granting of sabbatical leave shall be determined by a committee of the Superintendent and two members selected by the Association.

SECTION 9. PUBLIC OFFICE LEAVE

Employees may be granted, when required, public office leave, without pay, for serving in an elected or appointed position provided such position does not extend beyond two (2) full years.

SECTION 10. JURY DUTY/SUBPOENA LEAVE

- A. Leave shall be granted when an employee is summoned for jury duty in a court of law. Notice of such summons shall be given to the District without delay when received. Leave shall be at full pay. Any court paid compensation earned on contracted days, except mileage and per diem expenses, shall be remitted to the District.

- B. Leave shall be granted when an employee is subpoenaed to appear as a witness in a court of law. Notice of such subpoena shall be given to the District without delay when received and employees will cooperate with any District efforts to minimize the impact of the subpoena on District operations. If an employee is to be a witness for the District in litigation involving the District, the leave shall be at full pay. In other litigation the cost of the substitute shall be deducted from the pay of the employee. In all cases court paid compensation earned on contracted days, except mileage and per diem expenses, shall be remitted to the District.

SECTION 11. MILITARY LEAVE

Any employee who is conscripted into the military of the United States for service or training shall be granted a military leave. He/she shall be reinstated in his/her position in the school system with full credit, including the annual increments under the salary schedule, upon written request supported by proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within thirty (30) days from the date of the employee's honorable release or discharge from the military service. The employee may also use FMLA for this leave.

SECTION 12. LEAVE OF ABSENCE

- A. Leave of absence for up to one (1) year without pay may be approved at the discretion of the Board.
1. Such employee(s) may retain all insurance benefits by remitting to the District monthly premiums required for such policies and to the extent permitted by the insurance carrier(s) and health care providers.
 2. He/she shall retain all but not accrue the following: seniority, tenure, benefits, and increment credit.
 3. Upon return, the employee shall be guaranteed a teaching position within the District.
 4. Employees on long-term leave of absence shall be subject to Article V, RIF.
- B. Requests for leaves of absence must be submitted in writing and are subject to Board approval.
- C. Upon request by the employee such leave may be renewed up to one more year.

SECTION 13. LEAVE TO ATTEND MEETING AND CONFERENCES

- A. Meetings, conferences, symposiums, and seminars which are vital to the education profession are recognized by the District as an inherent part of the employees' professional obligation.

Leave with pay may be granted upon request to the Superintendent or designee.

- B. Full payment leave and all necessary expenses shall be paid by the District for employees authorized to represent the District at professional conferences, meetings, symposiums and seminars.
- C. Advanced Travel will be paid two (2) days prior to departure for overnight stays.

ARTICLE VIII - HOURS, SALARY, INSURANCE BENEFITS

SECTION 1. WORKDAY

- A. Regular workday for employees shall be seven (7) hours and thirty (30) minutes per day including a duty free lunch period of thirty (30) minutes. Beginning and ending times of the workday shall be determined by the immediate supervisor. Building faculty meetings shall not last beyond the teacher workday except for employee meetings conducted by the Superintendent.

Employees in each building shall meet with their respective principal to draft guidelines for effective employee meetings. These guidelines shall become the basis for conducting future employee meetings called by the respective principal.

- B. Employees shall adhere to the District's daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be to the principal prior to the anticipated absence and/or late arrival or early leaving. Employees shall not leave the buildings to which they are assigned during class or preparation periods without notifying the building office.
- C. When schools are closed because of inclement weather, ice, snow or other emergencies, employees shall not be required to report to work. When schools are on a late start schedule because of inclement weather, ice, snow or other emergencies, employees shall report to work as soon as they are able, but no later than thirty (30) minutes prior to the start of the school day unless extraordinary circumstances apply. When schools are closed early, employees in the bargaining unit shall be permitted to leave immediately after students are dismissed.
- D. In case of unforeseen events in which the District requests and is granted a waiver from OSPI for the one hundred and eighty (180) days school year, employees shall suffer no loss in wages, benefits and will not be required to make up lost days.

SECTION 2. EMPLOYEE WORK YEAR

- A. The length of the work year shall be a base contract of one hundred eighty (180) days for employees with experience. The length of the work year for new District certificated employees will be two (2) extra days to total one hundred eighty-two (182) days.

In addition, each employee is required to attend two (2) supplemental (not an optional days) non-student attendance days. These supplemental days shall be held on the two (2) workdays prior to the student work year. The District shall schedule the use of the first day of the workdays and individual employees shall schedule the use of the second day of the workdays following the District welcome but no later than 10:00 am.

- B. The employee base contract work year will be one hundred eighty (180) days as long as Washington State continues to fund employee salaries on a one hundred eighty (180) day base contract. Should Washington State revise its funding of employee salaries to a new number of base contracted days, subsequent impact on the employee work year would be likewise adjusted. The state funding for professional learning days provided by the state in

2018-19 and 2019-2020 will be used to fund the professional learning time set forth in Section 2 and 3 of this Article and will not result in further lengthening of the school calendar beyond the supplemental days set forth herein.

- C. Beginning with the spring 2019 conferences, employees shall be allowed to self-direct scheduling of one half of the allocated conference time, as long as employees continue to document that all parents had the opportunity to participate.
- D. The last day of every semester shall be a half day early release for the purpose of grading.

SECTION 3. WORK OPPORTUNITIES

- A. The basic contract period for employees in the District shall be one hundred eighty (180) days as directed and funded by the legislature. The District may offer all employees a specified number of days, for additional compensation related to in-service and professional development. These shall be paid at the rate of the employee's true per diem. All extra pay timesheets must be turned in on a monthly basis.

Use of the three (3) state-funded professional development days will be consistent with state requirements for content and activities, as now existing or hereafter amended.

- B. Upon request, the media specialist may be granted up to one (1) time sheeted day of work for management of the library and/or media resources.
- C. The District will compensate SLP's holding the Certificate of Clinical Competence from the American Speech-Language Hearing Association at \$1,000 per year.
- D. The District will compensate Psychologists holding professional certifications from the National Association of School Psychologists at \$5,000 per year.

SECTION 4. PAYMENT

- A. Employees shall be paid in twelve (12) monthly installments. Payments are to be made on the last state defined working day of each month. In the event that extra pay is earned by the employee, a request for payment in the form of extended day hours will be submitted to the District by the first (1st) of the month. If the employee has signed and submitted the form to the principal or his/her designee by the first (1st), such application is considered submitted and such payment will be forthcoming as funds are available.

Upon notice that a mistake has been made in payment resulting in an under payment of one hundred (\$100) or more, corrections will be paid by the District within five (5) state defined working days from when the pay correction is requested.

If no pay correction is requested, the correction will be made the following month.

- B. Whenever an hourly rate calculation is necessary, 7.5 hours will be used.
- C. Employees shall be placed on the current salary schedule in the appropriate place according to years of experience and educational credits earned. See Appendix A

- D. Payroll deductions will be provided for mutually agreed upon programs of the parties.
- E. All compensation owed to an employee who is leaving the District shall, upon request, be paid on the next payday after the final day of employment, provided funds are available.

SECTION 5. SALARY

- A. The Base salary for each year of this Agreement shall be set forth on Appendix A (attached).
- B. The District shall accept all OSPI approved clock hour and in-service credits that meet State Board of Education Approval Standards for clock hour and in-service credit. The credits shall count for advancement on the salary schedule. Ten (10) clock hours of in-service shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule.
- C. Employees with twenty (20) years or more of experience shall receive Supplemental Longevity Pay of Five-hundred (\$500) after twenty (20) years of service, and one-thousand (\$1000) after twenty-five (25) years of service. This payment is a responsibility stipend in recognition of employee directed professional development and mentorship of other employees.

SECTION 6. PROVISIONS GOVERNING EMPLOYEES' SALARY SCHEDULE

- A. All employees shall be placed according to their certificated experience earned while employed in other school districts and according to their educational credits.
- B. Educational credit will be granted upon the employee's verification to the District office that such work has been satisfactorily completed. Employees shall provide transcripts to the District when applying for educational credit. Verification shall be defined as an original transcript of the work completed. Such verification shall be given by October 1. However, in the event that verification may not be available from the schools by October 1, the District will temporarily accept a grade slip or letter from an Instructor indicating that the work has been completed.

Transcripts must be received from the school no later than December 15 of each year in order for temporary acceptance to be converted to permanent verification.
- C. Employees on extended contracts shall receive that pay spread out over a twelve (12) month period based on the employee's per diem rate.
- D. Salary schedule placement shall be in accordance with negotiated salary schedule except as provided in Section 6, B and Section 6, C above. Experience and education credit shall be calculated per WAC 392-121 (Appendix G), as in effect in August 2018. Employees currently employed by the District shall retain all credits accepted by the District for schedule placement.
- E. The District shall disburse all salary moneys received from the state for employees to the employees.
- F. The parties shall meet annually to review the disbursements of salary and insurance benefits.

- G. Employees will be required to provide the District with the necessary records and transcripts only when salary schedule movement is to occur. If however the District requests copies of transcripts in order to update its files, the employee will sign a permission slip allowing the District to request the records from the college at District cost.

SECTION 7. COMPLIANCE

Both parties agree to stay within compliance, in the event that the either party is found to be out of compliance by the salary and/or benefits of the bargaining unit. Adjustments will be made to bring both parties back into compliance.

SECTION 8. INSURANCE

- A. The school District will not be held liable or responsible in any way for any reprisals that may come from insurance decisions made by the Granger Education Association.
- B. GEA shall select the insurance carrier(s), plan(s), and broker(s) on a yearly basis. The Association will make this decision based on a paper ballot vote. The Association will inform the District of the carrier(s), plan(s), and broker(s) no later than September 5th.
- C. The District shall provide and distribute the current dollar amount allocation funded by the State on an F.T.E. basis for insurance premium costs. Each employee shall declare his/her insurance plan by the 12th day of the closing month of the current insurance contract. This process is done online by the individual teacher, and if it is not completed by the deadline, the insurance stays the same as the previous year. Any premium costs that are less than the State allocation shall be contributed to the existing insurance pool.

There will be one pooling per insurance year. Once set, it will remain firm for that year. Any District employee who chooses to add coverage is responsible for the cost of the additional coverage. In the event additional employees are hired, they will receive the State Allocation. If applicable, the District will pay the amount of the pool allocation.

- D. In the event that deferred pooling is necessary, employees new to the District will receive the previous year's state insurance allocation and the previous year's pooling allocation. In cases where the new employee "with spouse and /or children" replaces an "employee only" the applicable pooling amount will be used. His or her pool allocation will be deducted from the deferred pool amount.
- E. After the twentieth (20) consecutive day of work, long-term substitutes are eligible to purchase, at their own expense, medical, dental, and vision insurance.
- F. The District shall contribute fifty (\$50.00) per month per employee to a VEBA account.
- G. The District shall pay the annual retired employee contribution (known as the "carve-out") at a rate of 100%.

- H. The District will pay the state contribution and an additional seventy (\$70) dollars per month per member into the insurance pool with any additional required premium to be paid by the employee via payroll deduction. Said deduction is hereby authorized.

SECTION 9. TRANSPORTATION REIMBURSEMENT TRAVEL

- A. Employees required by the District to use their private automobile for out-of-District travel or travel within the workday as part of regularly assigned duties will be reimbursed at the same rate per mile currently established by the Washington State Legislature.
- B. Employees who represent the District at overnight meetings, seminars, hearings or other events at the District's request will receive advance travel funds for meals. Accommodations and registration fees will be paid with a purchase order or credit card. Meals will be reimbursed at the rates provided by GSA website (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Mileage will be reimbursed at the Washington State reimbursement rate upon the employee's return and paperwork submission.
- C. Members traveling more than 250 miles from the Granger School District for educational purposes will be allowed to leave at the half day break given a travel day prior to and following such event if the event begins before 8:00 a.m. If the event ends after 3:00 p.m. there is the option to take a half day the following morning.

SECTION 10. MOVING PAY

In the event that an employee is required to move between classrooms within the District, the District shall allow up to fifteen (15) hours at thirty dollars (\$30) per hour, in hourly increments mutually agreed upon, to complete their move.

SECTION 11. PROFESSIONAL COMPENSATION

- A. Curriculum Pay - The District shall pay per diem for curriculum development, text book selection, technology, preparation time when serving as a staff trainer, and district approved site committee work done outside the regular work day. Curriculum work accomplished through the use of this method shall be authorized by the Superintendent.
- B. Workshop Pay – The District shall pay per diem for days that certified staff are required to attend workshops outside the regular work day.

SECTION 12. EXTRA-CURRICULAR, NON-SPORT CONTRACTS (Appendix B)

- A. There shall be a Supplementary Employee Contract for extracurricular, non-sport assignments which shall not exceed one (1) year and shall be in accordance with statutory provisions.

- B. The District shall advise employees in writing not later than May 15th if the individual Supplementary Employee Contract is not to be renewed for the next school year.
- C. The funding of these positions is contingent upon the passage of the levy.
- D. The rate of pay for these positions is paid as a responsibility stipend and set forth in Appendix B. -[NOTE: increase Appendix B by 10% in 2021-2022 and maintain stipends at that level for three-year term of Agreement]
- E. The positions in Appendix B shall be filled by certificated staff. In the event that there are no certificated applicants then the district may open the position to non-certificated employees. Whenever a non-certificated employee is assigned to a position listed in Appendix B, it is understood that the District is not bound by schedule nor does the Association have any rights of representation, provided the District offers the positions to current certificated employees first.
- F. If positions in Appendix B are held by non-certificated employee the positions will be opened at the end of the year.

SECTION 13. NOTIFICATION OF RETIREMENT

- A. Any employee giving the District early notification of retirement shall, upon request:
 - B. Receive up to \$500 based on curriculum rate, if the eligible employee submits an irrevocable letter of retirement to the Superintendent's office by March 1.
 - C. Time worked will be documented on a Verification of Additional Time Worked (Appendix F1), and be completed by June 30th.
- Duties of the employee will be determined by his/her immediate supervisor.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1. PURPOSE

The purpose for the Grievance procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees within the District at the lowest possible level.

SECTION 2. DEFINITIONS

- A. **Grievance** is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and may be processed as a grievance as hereinafter provided.
- B. **Grievant** means an employee or the Association filing a grievance.
- C. **Association** as used in the grievance procedure shall mean the Education Association or its designees or representatives.
- D. **Days** as used in the grievance procedure shall mean working days of employees in the bargaining unit during the school year. During the summer, it shall mean weekdays, excluding holidays.

SECTION 3. PROCEDURES

In the event that an employee believes there is a basis for a grievance, the employee may first discuss the issue with the employee's building principal or other appropriate supervisor either personally or accompanied by an Association representative. If the issue is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition in invoking the formal grievance procedure. The individual may, if he/she wishes, take such action himself/herself, requesting such counsel or assistance from the Association as the employee may desire, provided that an Association representative shall be given an opportunity to be present at that adjustment to make the Association views known.

Level I

The grievant must invoke the formal grievance procedure through the Association on the grievance form (Appendix D) which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. A grievance must be filed within twenty (20) days of the occurrence, or twenty (20) days of the time when the grievant reasonably should have learned of the occurrence, whichever is later.

Level I Reply

Within five (5) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the Association and grievant in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

Level II

In the event that the grievant is not satisfied with the written disposition of his/her grievance at Level I, or in the event that no decision is reached within five (5) days after the presentation of the formal grievance, the Association representative and/or the grievant must refer the matter in writing to the Superintendent within five (5) days.

Level II Reply

Within five (5) days the Superintendent or designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association and/or grievant.

Level III

In the event the grievant is not satisfied with the written disposition of his/her grievance at Level II, or if no disposition has been rendered within five (5) days after meeting with the Superintendent, the Association representative and/or the grievant must submit the matter in writing to the Board of Directors within five (5) days.

The Board of Directors at their next regular meeting or no later than twenty-five (25) days after the receipt of the request shall confer with the representatives of the local Association to hear the grievance and to attempt to reach a satisfactory solution. The Board of Directors after discussing and deliberating the merits of the grievance shall give their decision to the Association representative and/or the grievant at this meeting. The Board's decision may be delayed or deferred to a later date if mutually agreed to by the Board and the Association representative and/or the grievant.

Level III Reply

The Board of Directors will issue a written disposition of the grievance within ten (10) days of hearing the Level III grievance.

Level IV

In the event the grievant is not satisfied with the written disposition of his/her grievance at Level III, or if no disposition has been rendered within five (5) days after meeting with the Board of Directors, the Association representative and/or the grievant may request in writing that the Association submit his/her grievance to binding arbitration. If the Association determines that the grievance involves the interpretation, or application of any provisions of this Agreement, it may give written notice to the District, no later than fifteen (15) days after receipt of the unsatisfactory written disposition of its intention to arbitrate the written disposition of the Board.

If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the Arbitrator". The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator", or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

SECTION 4. EXPENSES

- A. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the parties incurring them.
- B. During arbitration hearings, employee witnesses will be released without loss of pay and the party requesting the witness will pay for the substitute cost.

SECTION 5. JURISDICTION OF THE ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding on both parties. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

SECTION 6. TIME LIMITS

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the time hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

SECTION 7. GRIEVANCE AND ARBITRATION HEARINGS

- A. All employees involved and all others employees who might possibly contribute to the acceptable adjustment of the grievance are urged to testify with full assurance that there will be no reprisal against any employee by either party for such participation.
- B. All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

SECTION 8. CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

ARTICLE X – DURATION

SECTION 1. EFFECTIVE DATES

The Agreement shall become effective upon the ratification of both parties and upon final signing by the parties, and shall remain in effect from September 1, 2021 through August 31, 2024.

SECTION 2. RE-OPENERS

- A. The Agreement may be re-opened by mutual consent of both parties.
- B. If legislative changes or court decisions impact the terms and conditions of the Agreement, the Agreement may be reopened at the request of either party to negotiate the impact of those changes on the Agreement as required by Chapter 41.59 RCW.

SECTION 3. SUCCESSOR AGREEMENT

The Association should notify the Board that they would like to open negotiations on a successor agreement no later than May 15th, 2024.

APPENDIX A – SALARY SCHEDULE

Table of Total Base Salaries for K-12 Certificated Instructional Staff

2021-22 SALARY SCHEDULE

| YEARS | BA | BA+15 | BA+30 | BA+45 | BA+90 | BA+135 | MA | MA+45 | MA+90 |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 50,103 | \$ 51,456 | \$ 52,858 | \$ 54,264 | \$ 58,772 | \$ 61,677 | \$ 61,636 | \$ 66,263 | \$ 69,245 |
| 1 | \$ 50,778 | \$ 52,150 | \$ 53,570 | \$ 55,036 | \$ 59,593 | \$ 62,481 | \$ 62,321 | \$ 66,996 | \$ 69,958 |
| 2 | \$ 51,420 | \$ 52,806 | \$ 54,241 | \$ 55,820 | \$ 60,364 | \$ 63,281 | \$ 63,011 | \$ 67,672 | \$ 70,667 |
| 3 | \$ 52,083 | \$ 53,481 | \$ 54,931 | \$ 56,562 | \$ 61,097 | \$ 64,084 | \$ 63,665 | \$ 68,313 | \$ 71,383 |
| 4 | \$ 52,732 | \$ 54,191 | \$ 55,651 | \$ 57,337 | \$ 61,898 | \$ 64,909 | \$ 64,351 | \$ 69,030 | \$ 72,121 |
| 5 | \$ 53,403 | \$ 54,870 | \$ 56,343 | \$ 58,123 | \$ 62,667 | \$ 65,738 | \$ 65,048 | \$ 69,712 | \$ 72,862 |
| 6 | \$ 54,091 | \$ 55,526 | \$ 57,050 | \$ 58,920 | \$ 63,442 | \$ 66,529 | \$ 65,762 | \$ 70,403 | \$ 73,569 |
| 7 | \$ 55,304 | \$ 56,760 | \$ 58,303 | \$ 60,274 | \$ 64,863 | \$ 68,036 | \$ 67,099 | \$ 71,806 | \$ 75,064 |
| 8 | \$ 57,077 | \$ 58,613 | \$ 60,194 | \$ 62,327 | \$ 66,979 | \$ 70,267 | \$ 69,203 | \$ 73,977 | \$ 77,351 |
| 9 | | \$ 60,531 | \$ 62,191 | \$ 64,401 | \$ 69,161 | \$ 72,563 | \$ 71,330 | \$ 76,217 | \$ 79,708 |
| 10 | | | \$ 64,212 | \$ 66,582 | \$ 71,406 | \$ 74,921 | \$ 73,570 | \$ 78,521 | \$ 82,125 |
| 11 | | | | \$ 68,827 | \$ 73,755 | \$ 77,341 | \$ 75,873 | \$ 80,931 | \$ 84,607 |
| 12 | | | | \$ 71,000 | \$ 76,168 | \$ 79,859 | \$ 78,268 | \$ 83,406 | \$ 87,195 |
| 13 | | | | | \$ 78,641 | \$ 82,442 | \$ 80,745 | \$ 85,942 | \$ 89,842 |
| 14 | | | | | \$ 81,123 | \$ 85,121 | \$ 83,295 | \$ 88,658 | \$ 92,592 |
| 15 | | | | | \$ 83,235 | \$ 87,335 | \$ 85,461 | \$ 90,962 | \$ 94,999 |
| 16+ | | | | | \$ 84,899 | \$ 89,080 | \$ 87,170 | \$ 92,781 | \$ 96,899 |

Financial Package

Year 1: IPD + 0.7% (2.7% total) + targeted stipends per TAs (psych, SLP, etc.)

One (1) optional PD day on a topic to align with available grant funding, 50% of this day will be available for implementation of learning by PLCs. **(total of 6 PD days)**

For 2021-2022, this day will be self-directed learning (which may include Zoom, Video presentations, etc.), and employees will be allowed the option of choosing from a menu of opportunities to be provided by the District in the areas of SEL/PBIS, GLAD, EL support, or other areas consistent with available grant funding. Beginning in 2022-2023 and thereafter, this day will be used for the above purposes as well as Safe Schools.

Year 2: IPD + 0.5% (2.1% proj)

One (1) district-directed optional PD day on a topic to align with available grant funding. 50% of this day will be available for implementation of learning by PLCs. **(total of 7 PD days)**

Year 3: IPD or 3% whichever is greater with the preservation of the current 7 PD days.

One-half (0.5) district-directed optional PD day on a topic to align with available grant funding. **(total of 7.5 PD days)**

**APPENDIX B – EXTRA-CURRICULAR NON-SPORT
SALARY SCHEDULE**

| District Posted/Filled Activity | Building | Salary |
|--|-----------------|---------------|
| Academic Club | GHS | \$ 2,503.00 |
| Academic Club | GMS | \$ 1,155.00 |
| Academic Club | RES | \$ 1,155.00 |
| Advisor: Freshman Class | GHS | \$ 963.00 |
| Advisor: Sophomore Class | GHS | \$ 963.00 |
| Advisor: Junior Class | GHS | \$ 963.00 |
| Advisor: Senior Class | GHS | \$ 1,925.00 |
| Annual | GHS | \$ 1,733.00 |
| Annual | GMS | \$ 1,733.00 |
| Building Technology | All sites | \$ 5,775.00 |
| Building Website | All sites | \$ 3,465.00 |
| Chess Club | GHS | \$ 1,540.00 |
| Drama | GHS | \$ 2,503.00 |
| Drama | GMS | \$ 1,155.00 |
| Indian Club | GHS | \$ 1,540.00 |
| Indian Club | GMS | \$ 963.00 |
| MECHA Club | GHS | \$ 2,503.00 |
| MECHA Club | GMS | \$ 770.00 |
| Music | GHS | \$ 3,465.00 |
| Music | GMS | \$ 1,733.00 |
| Music | RES | \$ 578.00 |
| National Honor Society | GHS | \$ 1,540.00 |
| National Honor Society | GMS | \$ 770.00 |
| Newspaper | GHS | \$ 2,503.00 |
| Newspaper | GMS | \$ 770.00 |
| Outdoor Ed Camp | GMS | \$ 4,004.00 |
| Robotics | All sites | \$ 2,503.00 |
| Student Council/ASB | GHS | \$ 2,926.00 |
| Student Council/ASB | GMS | \$ 1,155.00 |
| Student Council/ASB | RES | \$ 1,155.00 |
| AVID Coordinator | GHS | \$ 963.00 |
| AVID Coordinator | GMS | \$ 963.00 |
| | | |
| | | |

APPENDIX C-1
GRANGER SCHOOL DISTRICT/CEL5D+ FRAMEWORK
CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

Final Comprehensive Evaluation (complete form must be utilized)

OBSERVATION _____ / 90 DAY _____ / ANNUAL EVALUATION _____

Teacher _____

Grade Level(s) _____

Evaluator _____

Date _____

| Criteria 1: Centering Instruction On High Expectations For Student Achievement. | Unsatisfactory 1 | Basic 2 | Proficient 3 | Distinguished 4 | |
|--|----------------------------------|-------------------------|--------------------------------|-----------------------------------|--|
| 1.1 (P1) Learning target(s) connected to standards | | | | | Add Scores From All Columns To Get a "Total Score" |
| 1.2 (P4) Communication of learning target(s) | | | | | |
| 1.3 (P5) Success criteria | | | | | |
| 1.4 (CEC2) Learning routines | | | | | |
| Enter "total score" under each column | | | | | Total |
| Overall Rating Range | 4-5 is Unsatisfactory | 6-9 is Basic | 10-13 is Proficient | 14-16 is Distinguished | |

Comment:

| Criteria 2: Demonstrating Effective Teaching Practices | Unsatisfactory 1 | Basic 2 | Proficient 3 | Distinguished 4 | |
|---|-----------------------------|--------------------|-------------------------|----------------------------|--|
| 2.1 (SE1) Quality of questioning | | | | | Add Scores From All Columns To Get a "Total Score" |
| 2.2 (SE4) Opportunity and support for participation and meaning making | | | | | |

| | | | | | |
|---------------------------------------|--------------------------|-----------------|------------------------|---------------------------|--|
| 2.3 (SE5) Student talk | | | | | |
| 2.4 (CP5) Use of scaffolds | | | | | |
| Enter "total score" under each column | | | | | |
| Overall Rating Range | 4-5 is Unsatisfactory | 6-9 is Basic | 10-13 is Proficient | 14-16 is Distinguished | |

Comment:

| | | | | | |
|---|-----------------------------|--------------------|-------------------------|----------------------------|--|
| Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address those Needs | Unsatisfactory 1 | Basic 2 | Proficient 3 | Distinguished 4 | |
| 3.1 (SE2) Ownership of learning | | | | | Add Scores From All Columns To Get a "Total Score" |
| 3.2 (SE3) Capitalizing on students' strengths | | | | | |
| 3.3 (CP4) Differentiated instruction for students | | | | | |
| 3.4 (A4) Teacher use of formative assessments | | | | | |
| Total | | | | | |
| Enter "total score" under each column | | | | | |
| Overall Rating Range | 4-5 is Unsatisfactory | 6-9 is Basic | 10-13 is Proficient | 14-16 is Distinguished | |

Comment:

| | | | | | |
|---|-----------------------------|--------------------|-------------------------|----------------------------|--|
| Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum | Unsatisfactory 1 | Basic 2 | Proficient 3 | Distinguished 4 | |
|---|-----------------------------|--------------------|-------------------------|----------------------------|--|

| | | | | | |
|--|------------------------------|----------------------|----------------------------|-------------------------------|--|
| 4.1 (P2) Lessons connected to previous and future lessons, broader purpose and transferable skill | | | | | Add Scores From All Columns To Get a "Total Score" |
| 4.2 (CP1) Alignment of instructional materials and tasks | | | | | |
| 4.3 (CP2) Teacher knowledge of content | | | | | |
| 4.4 (CP3) Discipline-specific teaching approaches | | | | | |
| 4.5 (P3) Design of performance task | | | | | |
| | | | | | Total |
| Enter "total score" under each column | | | | | |
| Overall Rating Range | 5-7 is Unsatisfactory | 8-12 is Basic | 13-17 is Proficient | 18-20 is Distinguished | |

Comment:

| Criteria 5: Fostering and Managing a Safe, Positive Learning Environment | Unsatisfactory 1 | Basic 2 | Proficient 3 | Distinguished 4 | |
|---|-----------------------------|--------------------|-------------------------|----------------------------|--|
| 5.1 (CEC1) Classroom arrangement and resources | | | | | Add Scores From All Columns To Get a "Total Score" |
| 5.2 (CEC3) Use of learning time | | | | | |
| 5.3 (CEC4) Student status | | | | | |
| 5.4 (CEC5) Norms for learning | | | | | |
| | | | | | Total |

| | | | | | |
|---------------------------------------|------------------------------|---------------------|----------------------------|-------------------------------|--|
| Enter "total score" under each column | | | | | |
| Overall Rating Range | 4-5 Is Unsatisfactory | 6-9 is Basic | 10-13 is Proficient | 14-16 is Distinguished | |

Comment:

| Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning | Unsatisfactory 1 | Basic 2 | Proficient 3 | Distinguished 4 | |
|--|------------------------------|---------------------|----------------------------|-------------------------------|--|
| 6.1 (A1) Student self-assessment | | | | | Add Scores From All Columns To Get a "Total Score" |
| 6.2 (A2) Student use of formative assessments over time | | | | | |
| 6.3 (A3) Quality of formative assessment methods | | | | | |
| 6.4 (A5) Collection systems for formative assessment data | | | | | |
| | | | | | Total |
| Enter "total score" under each column | | | | | |
| Overall Rating Range | 4-5 Is Unsatisfactory | 6-9 is Basic | 10-13 is Proficient | 14-16 is Distinguished | |

Comment:

| Criteria 7: Communicating and Collaborating with Parents and the School Community | Unsatisfactory 1 | Basic 2 | Proficient 3 | Distinguished 4 | |
|--|-----------------------------|--------------------|-------------------------|----------------------------|--|
| 7.1 (PCC2) Communication and collaboration with parents and guardians | | | | | Add Scores From All Columns To Get a "Total" |

| | | | | | |
|--|--------------------------------|-------------------------|------------------------------|---------------------------------|--------------|
| 7.2 (PCC3) Communication within the school community about student progress | | | | | Score” |
| | | | | | Total |
| Enter “total score” under each column | | | | | |
| Overall Rating Range | 2 Is Unsatisfactory | 3-4 is Basic | 5-6 is Proficient | 7-8 is Distinguished | |

Comment:

| | | | | | |
|--|----------------------------------|-------------------------|-------------------------------|-----------------------------------|--|
| Criteria 8: Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning | Unsatisfactory 1 | Basic 2 | Proficient 3 | Distinguished 4 | |
| 8.1 (PCC1) Collaborative with peers and administrators to improve student learning | | | | | Add Scores From All Columns To Get a “Total Score” |
| 8.2 (PCC4) Support of school, district and state curricula, policies and initiatives | | | | | |
| 8.3 (PCC5) Ethics and advocacy | | | | | |
| | | | | | Total |
| Enter “total score” under each column | | | | | |
| Overall Rating Range | 3-4 Is Unsatisfactory | 5-7 is Basic | 8-10 is Proficient | 11-12 is Distinguished | |

Comment:

| FINAL SUMMARY | | | | | Criteria Score | |
|--|-----------------------|--------------|-------------------|----------------------|---------------------------|------------------------------|
| Criteria 1: Centering Instruction On High Expectations For Student Achievement. | | | | | | |
| Criteria 2: Demonstrating Effective Teaching Practices | | | | | | |
| Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs | | | | | | |
| Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum | | | | | | |
| Criteria 5: Fostering and Managing a Safe, Positive Learning Environment | | | | | | |
| Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning | | | | | | |
| Criteria 7: Communicating and Collaborating with Parents and the School Community. | | | | | | |
| Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning | | | | | | |
| Enter "total criteria score" | | | | | | |
| Preliminary summative rating | Unsatisfactory | Basic | Proficient | Distinguished | Preliminary Rating | |
| Overall "Rating Range" | 8-12 | 13-19 | 20-26 | 27-32 | | |
| Student Growth | 3.1 | 3.2 | 6.1 | 6.2 | 8.1 | Total |
| Score | | | | | | |
| | LOW | | Average | | High | Student Growth Rating |
| Overall Student Growth "Rating Range" | 5-12 | | 13-17 | | 18-20 | |

Final Teacher Rating Matrix

The teacher's final overall rating is (circle one): **Unsatisfactory Basic Proficient Distinguished**

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

*Employees signature indicates that they have received this evaluation. It does not necessarily indicate agreement with the findings.

APPENDIX C-2
NON CLASSROOM CERTIFIED EMPLOYEE
EVALUATION PROCEDURE

(LONG FORM)

The following five criteria are to be used with the appropriate indicators. The evaluator will write a comment for each of the five criteria at least once annually. Any criterion checked "needs improvement" or "unsatisfactory" will be accompanied by a written comment. Signatures acknowledge discussion of the evaluation. The certificated employee and evaluators may attach statements.

Certificated Employee _____ School Year _____

Building _____ Assignment _____

Observation Dates and Times _____

OVERALL PROFESSIONAL APPRAISAL

- _____ **Satisfactory (S)**
- _____ **Needs Improvement (NI)**
- _____ **Unsatisfactory (U)**

S NI U 1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.

The certificated person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the education milieu grades K-12 and the ability to integrate the area of specialty into the total school milieu.

COMMENTS:

S NI U 2. SPECIALIZED SKILLS.

The certificated person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

COMMENTS:

S NI U 3. **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** The certificated person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

COMMENTS:

S NI U 4. **THE SUPPORT PERSON AS A PROFESSIONAL.** The certificated person demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.

COMMENTS:

S NI U 5. **INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, AND EDUCATIONAL PERSONNEL.** The certificated person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

COMMENTS:

SUMMARY COMMENTS:

Check here if a statement from the support person is attached.

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

Evaluator Signature _____ Date _____

Certificated Employee's Signature _____ Date _____
(My signature above indicates I have seen, read, and discussed this evaluation
but does not necessarily imply agreement.)

DISTRIBUTION: *Personnel File, Employee, Evaluator*

APPENDIX C-3
NON CLASSROOM CERTIFIED EMPLOYEE
EVALUATION PROCEDURE

(SHORT FORM)

The following five criteria are to be used with the appropriate indicators. Signatures acknowledge discussion of the evaluation. Support personnel and evaluators may attach statements.

Certificated Employee _____ School Year _____

Building _____ Assignment _____

Observation Dates and Times _____

OVERALL PROFESSIONAL APPRAISAL

_____ **Satisfactory (S)**

_____ **Needs Improvement (NI)**

_____ **Unsatisfactory (U)**

- S NI U 1. **KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.**
The certificated person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the education milieu grades K-12 and the ability to integrate the area of specialty into the total school milieu.
- S NI U 2. **SPECIALIZED SKILLS.**
The certificated person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.
- S NI U 3. **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** The certificated person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

S NI U 4. **THE SUPPORT PERSON AS A PROFESSIONAL.**
The certificated person demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.

S NI U 5. **INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, AND EDUCATIONAL PERSONNEL.**
The certificated person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

SUMMARY COMMENTS:

Check here if a statement from the support person is attached.

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

Evaluator Signature _____ Date _____

Certificated Employee's Signature _____ Date _____
(My signature above indicates I have seen, read, and discussed this evaluation but does not necessarily imply agreement.)

DISTRIBUTION: *Personnel File, Employee, Evaluator*

**APPENDIX D
GRIEVANCE FORM**

Level I:

To: _____
Name Title

Grievant's Name: _____
Position (building, grade, subjects)

1. The nature of my grievance is: _____

2. The adjustment I am recommending is: _____

Grievant's Signature Date

Level I Response:

Administrator/Director Signature Date

Resolution agreed to on _____ day of _____, 20_____.

Administrator/Director Signature Date

APPENDIX E

JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

1. **NOTICE:** "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULE OR ORDER:** "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
3. **INVESTIGATION:** "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
4. **FAIR INVESTIGATION:** "Was the Employer's investigation conducted fairly and objectively?"
5. **PROOF:** "At the investigation, did the `judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. **EQUAL TREATMENT:** "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the Employer in a particular case reasonably related to
 - a) the seriousness of the employee's proven offense, and
 - b) the record of the employee in his service with the Employer?"

APPENDIX F-2

PERSONAL LEAVE PAY FORM

Article VII, Section 8 - Leaves

Employee Name: _____
(Print Name)

I, _____, wish to be paid for
_____ number of personal days. (Not to exceed 5 days.)

Employee's signature: _____

Date signed: _____

Date received: _____

**THIS FORM MUST BE SUBMITTED BY
July 1st AT 4 P.M. TO CENTRAL OFFICE.**

Article VII, Section 8 – Leaves

APPENDIX G

EXPERIENCE AND EDUCATION CREDIT

As agreed the notebook containing WAC 392-121 will be stored in the Central Office Human Resources Department.

Article VIII, Section 6. Provisions governing employees' salary schedule

SIGNATORIES

This agreement is entered into this 24th day of January, 2022.

DISTRICT

ASSOCIATION

Brian P. Hart

Superintendent

Heather Hall Street

President







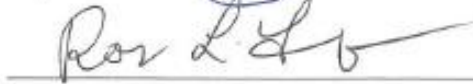








Kelly Marie Carter



MEMORANDUM OF UNDERSTANDING REGARDING SUBSTITUTE EMPLOYEES

Between the Granger School District and Granger Education Association

This agreement is entered into by the Granger School District (District) and the Granger Education Association (Association). A dispute has arisen regarding the rates of pay provided to substitute employees who have worked at least twenty (20) consecutive days in the same assignment with the Granger School District ("20+ day substitutes").

The District and Association agree to the following to resolve this issue:

1. Under Article 1, Section 1 of the parties' collective bargaining agreement, and Article 3, Section 9, Long-term substitutes are those who have completed 20 continuous days in one assignment. In accordance with Article 3, Section 9, beginning with the 21st day of continuous employment in one assignment, long-term substitutes become members of the bargaining unit and are entitled to all benefits of the collective bargaining agreement with the exception of RIF, probation, public office leave, extended leave, assignment or re-assignment language.
2. Effective on their 21st consecutive day in the same assignment, a 20+ day substitute shall be placed on the salary schedule based on their educational attainment of a Bachelor's degree or higher and experience records that the District possesses. 20+ day substitutes who do not possess a Bachelor's degree will be placed at the BA plus zero step. If a 20+ day substitute is required by the District to vacate an assignment temporarily because of limitations on the 20+ day substitute's certificate, or if the 20+ day substitute is absent from work due to illness but remains in the same assignment upon return, the interruption shall not be deemed an interruption in service and the 20+ day substitute's pay will remain at the higher level notwithstanding the interruption. In all other cases, the substitute's pay will revert to the daily substitute rate at the conclusion of the 20+ day assignment. In accordance with this agreement, the District will compensate 20+ day substitutes listed on Exhibit A (which is attached hereto and incorporated by this reference herein) pursuant to this section for days worked in the same assignment, beyond the 20th day, retroactive to the beginning of the 2014-2015 school year. Compensation will be the difference between what they were paid as a substitute teacher beginning with the 21st day in the assignment and what they would have been paid had they receive proper placement on the salary schedule.
3. Whenever the District assigns a substitute to a position for which either (i) the substitute is replacing a contracted employee on long term leave (defined as a replacement employee in Article 3, Section 9 of the collective bargaining agreement), or (ii) the substitute is assigned to an otherwise vacant position, the District agrees to provide notice of such assignment to the Association, and to inform the Association of the intended length of the assignment. The Association agrees that a failure to timely provide such notice or information shall not be subject to grievance but shall only be addressed at Labor/Management meetings.

4. If it is the intention of the District that the substitute remain in the assignment for a definite period of time greater than 45 school days, and the substitute possesses the requisite certification for the assignment, the District shall immediately issue the substitute either a Leave Replacement Contract (regular employee on leave) or a Provisional Contract (no regular employee on leave). In all other circumstances a substitute assigned to a position describe in 3(i) or 3(ii) above shall be issued either a Leave Replacement Contract or a Provisional Contract upon 45 school days in the assignment, provided the substitute possesses the requisite certification for the assignment (not including a substitute certificate or emergency certificate).
5. If the substitute does not possess the requisite certification for the assignment, the District shall, no late than 35 school days after the substitute is assigned to the position, request from OSPI conditional or emergency certification on behalf of the substitute.
6. Substitutes with whom the District contracts in accordance with section 3 or 4 above will not be subject to the evaluation/observation requirements of Article IV of the parties' collective bargaining agreement.
7. The District corrected student records on or before November 5, 2015, to reflect the actual teachers who provided instruction and grades in the 2014-2015 school year as listed on said Exhibit A [which sets fort the names of the substitutes who actually provided instruction and grades, as well as the names of the teachers under whom the students were incorrectly listed by the District]. Beginning with the 2015-2016 school year, the District will list students under the name of the teacher assigned to provide instruction and grading for that class or grade level in all District records, including grading records.
8. Except as specifically provided for herein above, nothing in this Memorandum of Understanding is intended to prevent or limit the discretion of the district, in determining whether to employ an individual as a substitute on a daily basis, subject to the above-stated rules for 20+ substitutes, or to contract with an individual for continuing employment for any period up to one year in accordance with RCW 28A.405.210 and/or 28A.405.900. Similarly, except as specifically provided for herein above, nothing in this Memorandum of Understanding is intended to limit the rights of any District employee, or the Association, as provided under the law of the State of Washington. Employees contracted under paragraph 3, above, shall be covered by all of the provisions of the collective bargaining agreement, except as provided in Article 3, Section 9 of the collective bargaining agreement and paragraph 5, above, and except that leave replacement employees hired pursuant to RCW 28A.405.900 shall have no continuing interest in their employment or its nonrenewal at the expiration of their leave replacement contract.

Dated this 15 day of June, 2018.


 Margarita C. Lopez, Superintendent
 Granger School District


 Heather Hull-Stewart, GEA President
 Granger Education Association