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PREAMBLE

This document is the Agreement between the West Valley Education Association and the West Valley School District specifying wages, hours, and terms and conditions of employment that have been bargained and agreed to in accordance with RCW 41.59, the Educational Employment Relations Act.

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ARTICLE I – ADMINISTRATION

SECTION 1. DEFINITIONS

- A. **District/Board** shall mean the West Valley School District No. 208, county of Yakima, state of Washington.
- B. **Association** shall mean the West Valley Education Association, which is affiliated with the Washington Education Association and with the National Education Association.
- C. **Parties** shall mean the District and the Association as co-signers of the Agreement.
- D. **Agreement** shall mean the Collective Bargaining Agreement signed by the District and the Association.
- E. **Employee** shall mean a member of the bargaining unit.
 - 1. **Regular Full Time Employee.** A regular full time employee is an employee who is employed for a full workday under a continuing individual contract and works at least one hundred eighty (180) days per year. A regular full time employee is entitled to all coverage of all the terms and conditions of this Agreement.
 - 2. **Regular Part Time Employee.** A regular part time employee works under a continuing individual contract, but works less than a full workday, or less than one hundred eighty (180) days per year. A regular part time employee is entitled to coverage of the provisions of this Agreement; except, benefits shall be prorated for a part time employee as compared to a full time employee. Notwithstanding the foregoing, regular part time employees shall be entitled to receive full rather than prorated supplemental compensation (Article VIII. Section 3 below) provided they perform the duties associated with supplemental compensation.
 - 3. **Replacement Employee.** Replacement employee shall mean an employee who replaces a regular full time or regular part time employee who has been granted a leave as provided in RCW 28A.405.900. Replacement employees shall be issued a non-continuing individual contract. Replacement employees shall be entitled to all coverage of all terms and conditions of this Agreement, except, Article III, Section 7. Assignment, Vacancies, and Transfer and Article V, Section 7. RIF Benefits. In addition, a replacement employee’s employment ends at the conclusion of his or her replacement contract with no right of continuing employment under this Agreement.
Evaluation: If the leave replacement employee requests an evaluation, the principal shall evaluate the employee using the focused evaluation. This evaluation shall not be subject to the grievance process. This leave replacement employee shall not be placed on probation.
- F. **Day** shall mean school day, except during summer when it shall mean weekday.
- G. **Superintendent** shall mean the chief administrator of the District.
- H. **President** shall mean the presiding officer of the Association.
- I. **Contract** shall mean the individual contract issued to each employee.
- J. **ESA** shall mean Educational Staff Associate (counselors, school psychologists, and speech language pathologists).

SECTION 2. RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel under contract or on leave and under the employment of the Board.
- B. Employees who are not under contract but who are entitled to recognition as members of the bargaining unit are temporary employees which meet the definition of long-term substitutes as set forth below:
 - 1. **Long-Term Substitute.** A long-term substitute is a person who is temporarily employed to work more than twenty (20) consecutive days in one (1) position. Upon completion of twenty (20) consecutive days the person shall be considered a long-term substitute, an employee within the bargaining unit upon the twenty-first (21st) consecutive day of employment, compensated at per diem, and is exempt from all other provisions of the Agreement.
 - (a) **Evaluation:** If the long-term substitute requests an evaluation, the principal shall evaluate the employee as per Article IV. However, the principal shall observe the long-term substitute once prior to the evaluation. The observation and the evaluation summary shall be written on the same form. That form shall be the focused evaluation contained in the appendix of this Agreement. This evaluation shall not be subject to the grievance process. The long-term substitute shall not be placed on probation.
 - (b) **Interviews:** Long-term substitutes who have reached the 20-day mark for two (2) or more years may apply for new or open vacancies for which they are qualified and shall be interviewed under the procedures in Article III, Section 7, B, e – Assignment, Vacancies and Transfer for existing employees. (Sequencing for filling open or vacant positions.)
- C. Representation shall exclude the Superintendent, associate superintendents, assistant superintendents, business managers, principals, assistant principals, all certificated directors, and non-long-term substitutes.

SECTION 3. STATUS OF THE AGREEMENT

- A. The parties agree that prior to any ratification vote; both bargaining teams will review a draft copy of the final Agreement. All differences in language will be reconciled prior to submitting text to the Board and membership for ratification.
- B. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District or Association which shall be contrary to or inconsistent with its terms.
- C. All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- D. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current employee salaries and economic benefits as stated in the Agreement.

SECTION 4. CONFORMITY TO LAW

The Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such

provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. In the event a provision is determined to be contrary to law as stated above, such provision shall be re-negotiated. Negotiations shall commence within a reasonable amount of time after receipt of a written request from either party.

SECTION 5. DISTRIBUTION OF AGREEMENT

- A. Within a reasonable time following the ratification and signing of this Agreement by the parties, both chief negotiators will proofread and prepare a final draft copy for printing.
- B. The District will post a copy of the contract on the District website and communicate to employees where it can be found and/or downloaded.
- C. Employees may print copies of the contract as needed.
- D. All certificated individuals making employment application for bargaining unit positions to the District shall be informed of where to find the collective bargaining agreement on the District's website.
- E. The Association shall inform employees of the provisions of the Agreement.
- F. In case of any disagreement on the actual language bargained, the signed tentative agreement shall prevail.

ARTICLE II - BUSINESS

SECTION 1. MANAGEMENT RIGHTS

It is understood and agreed that with the exception of the expressed provisions of the Agreement, the Board retains all rights and responsibilities that have been granted or imposed on it by federal, state and county statutes.

SECTION 2. ASSOCIATION RIGHTS

- A. The Association and its representatives may use District buildings for meetings and to transact Association business at reasonable times when such buildings are not otherwise in use.
- B. The Association may have the right to use District facilities, office equipment and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association agrees to pay for damage to equipment and facilities incidental to Association use and pay reasonable costs for supplies and materials used.
- C. The Association may post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.
- D. The Association may use the District mail service, teacher mailboxes, and electronic mail system for communication purposes, provided District resources are not used for political activity prohibited under state law.
- E. The Association and its representatives shall have access to all District buildings and to all teachers provided that it does not interfere with the teacher's duties and is in compliance with District policy on visitation.
- F. The District shall provide, upon written request, the following:
 - 1. the agenda for each Board meeting;
 - 2. a copy of the minutes of each Board meeting;
 - 3. a copy of the specific financial reports;
 - 4. a list of all employees, published phone numbers, and addresses;
 - 5. names of all new employees; and
 - 6. any other report(s) which may assist the Association in its representation of employees

- G. The Association will be allowed one hour to meet with new members the day before the start of the school year.

SECTION 3. DUES DEDUCTION - REPRESENTATION FEE

- A. The Association shall have the right to have deducted from the salary of members of the Association, upon receipt of a written authorization form, an amount equal to the fees and dues required for membership in the Association.
- B. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn by the employee, as specified on the membership form.
- C. No employee will be required to join the Association.

SECTION 4. ASSOCIATION LEAVE

- A. Thirty (30) days of Association leave shall be granted for Association business. This applies to members of the Association for meetings, conferences or other Association business, except negotiations and grievances when mutually agreed to. The thirty (30) days shall be provided to the Association and shall not be interpreted to mean that thirty (30) days leave may apply to each Association officer or employee. Additional days may be approved by the Superintendent on a case-by-case basis, and will not be unreasonably denied. Such additional days shall not establish a binding practice.
- B. In the event that any employee is elected or appointed to a local, regional, state or national position affiliated with the WVEA which would require a paid release from duties, the District shall be reimbursed for the full costs of such leave by the requesting entity. Such release will be without loss of salary, tenure standing, salary advancement, or other rights accorded full-time employees. Upon completion of their term(s), the employee will be granted a position for which he/she is qualified. In the event the request is for incidental release days, the entity shall reimburse the District for substitute costs. Exceptions to this may be made if mutually agreed upon and able to obtain a suitable replacement. Such incidental leave is not to exceed 15 days per year (prorated in the case of part-time employees.)
- C. Requests for Association and incidental release shall be submitted in writing on the appropriate leave form to the Superintendent at least two (2) days before the leave is to take effect. The reason for the leave is to be clearly stated.
- D. The cost of the substitute shall be paid by the Association.
- E. Release times must uphold educational program credibility, lacking this, release requests may be denied. Additionally, releases require procurement of mutually acceptable educational alternatives, without such, leave requests may be denied.

SECTION 5. NO STRIKE - NO LOCKOUT

During the duration of this Agreement, the Association and its members shall not take part in a strike or work stoppage, and the District shall not initiate a lockout of its employees.

SECTION 6. SHARED DECISION MAKING

The parties agree to work toward a process of shared decision making. This process will result in increased communication between employees and administrators to solve problems and should result in less reliance on traditional methods to enhance employee-employer relations.

SECTION 7. AGREEMENT ADMINISTRATION/INTERPRETATION

The parties agree to use their best efforts to comply with the terms and conditions of the Agreement. Upon request by either party, the parties shall meet to discuss school problems relating to interpretation or compliance with this Agreement. When a request is made, the meeting shall be held within five (5) working days.

SECTION 8. DISTRICT COMMITTEES

- A. The parties will jointly agree on all employee appointments to District committees. In the event mutual agreement is not achieved, the District will make needed appointments.
- B. All employee time required to be spent outside the normal workday in District committees shall be compensated at per diem rate unless the committee is designated as a voluntary committee.
- C. Notice of committee openings shall reflect scheduling and attendance expectations and whether or not they are to be paid.
- D. Accountability components shall include the publishing of all minutes to meetings conducted to be posted in all District buildings and/or on the District email.

SECTION 9. SPECIAL LEVIES/BONDS

In recognition of the mutual advantages which accrue to both parties, the Board or its designated representatives and representatives of the Association shall engage in informal discussions respecting local economic conditions and the possibility of a local annual levy or levies, or construction bonds in advance of the anticipated date on which the Board must determine the amount of the levy and/or bond.

ARTICLE III - EMPLOYEE RIGHTS

SECTION 1. HIRING PRACTICES

- A. The Board shall, in all instances, hire employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the SPI.
Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom) which will substitute or replace an employee in their assignment or employment. This will not preclude the continued use of paraprofessionals.
- B. Employees are responsible to maintain a current certificate appropriate for their assignment. If an employee fails to maintain their certificate by the first student day of the year, that employee will be ineligible for employment until proper certification is attained. The District will notify employees of certificate expiration by October 1, of the year before their certificate expires.
- C. All employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Agreement.
- D. Work customarily performed by employees will not be subcontracted without having first bargained the matter with the Association.
- E. Conditions of Employment without Required Endorsement: Endorsement addition to current certificate, when State or funding source requires specific endorsement(s):
 - The District and the Association agree that the employee must provide proof of being enrolled in a program and provide a completion date. Completion date must be mutually agreed upon by the District, the Association and the employee.
 - The District and association agree one extension (no more than 30 days) may be granted to the employee and these will be granted on a case-by-case basis.
 - The District and Association agree that if the employee does not complete required classes within the prescribed time, the District will enact separating proceedings.
- F. Employment with a Conditional Certificate:
 - Prior to job offer, candidate must provide proof of enrollment and working towards WA State Teaching certification.

- To retain the position, the District and the Association mutually agree that the candidate must provide a graduation date. (Graduation date must fall within the parameters set forth below (3).)
- The District and the Association mutually agree that no more than two (2) extension may be granted to the employee. Extensions will be granted on a case-by-case basis.
- The District and the Association mutually agree that if the employee does not obtain their WA State Teaching Certificate within the prescribed time, the District will enact separation proceedings

SECTION 2. NON-DISCRIMINATION

- A. The parties assure that they will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against as per on the basis of race, color, national origin, gender or disability in accordance with RCW 49.60. This is in accordance with Title VI of the 1964 Civil Right Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans With Disabilities Act, July 26, 1990, P.L. 101-336, and Title IX/RCW 28A.640 of the Education Amendments of 1972, as amended.
- B. The employee shall be entitled to full rights of citizenship and no religious or political activities outside of the classroom of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.
1. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, or the presence of any sensory, mental, or physical disability except as required in accordance with this Agreement or as otherwise provided by law. In the event that a grievance on this subsection is pursued to arbitration the grievant must waive any alternative legal action.
 2. Membership in the Association shall not be denied to any employee because of domicile, race, creed, religion, color, national origin, age, gender, marital status or the presence of any sensory, mental or physical disability.

SECTION 3. ISSUANCE OF CONTRACTS

- A. Certificated Employment Contract
1. The District shall issue contracts by the last day in May, and they shall be returned by June 15.
 2. Duplicate form contracts shall be given to each employee every year for signature. One (1) copy is retained by the employee at the time of signing; one (1) copy is forwarded to the District office to be placed on file in the District office. The contract is included as Appendix G.
 3. An employee under contract may be released from the obligation of the contract upon request under the following conditions:
 - (a) letter of resignation must be submitted to the Superintendent's office;
 - (b) a release from contract may be granted after July 15 provided a satisfactory replacement can be obtained;
 - (c) a release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.
- B. Supplemental Contracts

1. Supplemental contracts shall be issued by October 1st and shall be returned within ten (10) days.
2. Supplemental contracts will be issued to each employee for co-curricular positions covered by this Agreement.
3. If any supplemental contract covered under this Agreement is not renewed by the District, the District shall state the reasons in writing to the employee. Such non-renewals shall not be made in an arbitrary and capricious manner.
4. Supplemental contracts covered by this Agreement may be continued by mutual agreement.

SECTION 4. DUE PROCESS

- A. No employee shall be disciplined without just and sufficient cause. Such discipline shall be in private. Just and sufficient cause shall mean the commonly accepted seven (7) step test of arbitrator Carroll Daugherty, except in cases of gross anti-social conduct. (See Appendix F) In addition, the District agrees to follow, when appropriate, a policy of progressive discipline that shall normally include a verbal warning, a written reprimand, suspension with or without pay, and finally discharge. The parties agree that progressive discipline may not be appropriate in all cases.
- B. An employee has the right to face his accuser(s) and to cross-examine witnesses in hearings.
- C. This provision shall specifically extend to all extended day and extended year employee contracts.
- D. When an employee is formally questioned by a supervisor for the purpose of seeking information which may be used as the basis for a written reprimand, suspension, discharge or non-renewal, the employee shall be advised that he/she is entitled to request and to have a representative of the Association or legal representative present at any meeting relating to such discipline.
- E. Any complaint made against an employee will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee except in cases of criminal investigation.
- F. In the event the employee is non-renewed or discharged as per RCW 28A.405.210 or RCW 28A.405.300, and a hearing is requested, s/he may elect to submit the issue to Step III of the grievance procedure (binding arbitration) as opposed to the hearing process in RCW 28A.405.310. (see Article IX, Section 5)

SECTION 5. 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 leaving the District. Upon request, one (1) copy of any documents contained therein shall be afforded the employee without cost. Employees must make an appointment with the appropriate administrator to review the contents of this file. All inspections of a personnel file shall be witnessed by a central office administrator or designee. Anyone, at the employee's request, may be present in this review.
- B. No secret, alternate or other official personnel file shall be kept anywhere in the District. A separate file for processed grievances, if any, shall be kept apart from the employee's personnel file.

- C. Any derogatory material not shown to an employee within ten (10) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee, except in cases of criminal investigation.
No evaluation, correspondence or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach their own written comments.
- D. All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be limited to matters and events occurring during the previous three (3) years. Such material three (3) years old or older shall be expunged from the file at the employee's request, except for information relating to sexual or physical abuse, sexual harassment, criminal activities, or contact with a minor for illegal purposes.
- E. Upon request by the employee, the Superintendent/designee shall sign an inventory sheet prepared by the employee to verify contents of the personnel file at the time of inspection by said employee.
- F. All requests for public information will be processed according to the following guidelines, to the extent permitted by law:
 - 1. That all requests for personnel files be in writing and specify what items are being sought, along with the reasons for which the data is desired;
 - 2. That the District will respond to said requests within ten (10) days after notifying the employee of a formal written request received by the Human Resources Director or designee;
 - 3. Designating the Human Resources Director or designee as the official custodian of records and as Public Disclosure Act officer;
 - 4. The District shall, upon the request of the employee, encourage a meeting with the person requesting the data. At such meeting the employee and/or their representative may be present. Such meeting shall have two (2) major purposes:
 - (a) to discuss the reasons for the request; and
 - (b) to ensure that the person requesting the data understands the documents requested.
 - 5. In any event, the employee shall see the written request, be able to review their file, and be authorized to attach a written comment prior to any data being sent out.
 - 6. Employee Evaluation reports are not open to public viewing.
- G. The District agrees to place a statement of vindication in the appropriate file with the record of investigation (even if not the employee's personnel file) when an employee is vindicated.

SECTION 6. EMPLOYEE PROTECTION

- A. The Board shall provide public liability insurance of at least \$500,000 per occurrence, or a level concurrent with the law and shall annually provide the Association with a summary.
The District will not subrogate its rights to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the scope of their duties as employees, whether such duties were performed during the regular duty hours or for extra-curricular activities outside of the regular duty hours.
- B. An employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken in

cooperation with the employee to provide for the employee's safety including recourse to RCW28A.635, RCW10.31.100 (10), and RCW9A.84 as revised, as appropriate. Such precautionary measures shall be reported to the Superintendent at the earliest possible time.

The District shall reimburse employees for replacement of any clothing or other personal property damaged, destroyed or stolen as a result of activity protected by RCW 28A.400.370, as well as any sick leave used (up to three (3) days), if injury results in an approved L&I Claim, and to the extent of the District's insurance coverage.

- C. The District shall notify employees before placing in an employee's class or caseload students known to the District as presenting likely security or safety problems or whose family is known to the District as presenting likely problems or safety problems at least twenty-four hours prior to such placement. Upon request, the District shall hold a meeting with the employee to review behavior expectations of the student/family. Where appropriate, a behavior plan will be developed, consistent with applicable special education law.
- D. Whenever the District provides notice to its patrons that a potential health, safety or hazardous condition exists in any school building, it will simultaneously provide such notice to its employees. 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.
Employees are not responsible for maintaining facilities. Safety problems perceived by an employee must be reported to the principal immediately.
- E. Employees shall not be required to dispense medication to students as per Board Policy 3416.
- F. No Audio or video recording or transmission device may be used without the written consent of the employee. This would allow for cameras in teaching spaces that are also common areas, such as the gymnasium, weight and wrestling room, etc. where student offenses/incidents often occur.

SECTION 7. ASSIGNMENT, VACANCIES, AND TRANSFER

A. Definitions: The following definitions shall apply:

1. *Assignment*: The certified position to which an employee has been contracted to fill. Assignment shall include the worksite and grade level and/or subject.
2. *Reassignment*: A change in assignment within the same worksite.*
3. *Transfer*: A change in assignment involving a change in worksite.*
4. *Vacancy/Opening*: An unfilled existing position or newly created position.
5. *Voluntary Transfer*: A transfer initiated at the request of an employee.
6. *Involuntary Transfer/Displacement*: A transfer initiated by the District.
7. *Qualified*: A person will be considered qualified if by experience, credentials and characteristics s/he conforms to the posted qualifications for the position.
8. *In Building*: An employee that has worked one or more student day(s) at the work site.
9. *In District*: An employee that has worked one or more student day(s) in the district.
10. *In Campus*: An employee that has worked one or more student day(s) at the Middle Level, comprised of the Middle School and Junior High.
11. *District Program*: A district-wide program and/or assignment designated by District located at a select school(s) and is offered to qualifying students within

the District. District-wide programs are: Transitional Kindergarten, Developmental Preschool (PK), Certificated BCBA, and Highly Capable (PAL) Program. District Programs do not require 3-day in-building process or offered to displaced/returning from leave employees. Employees who hold a District Program assignment are considered *in-building* for which the assignment is housed.

*The District may deny transfers or reassignment requests submitted by provisional employees during the years of provisional status.

B. Sequencing for filling open or vacant positions

1. It is the intent of the parties that whenever possible (*the only exception being a substantiated emergency or a situation covered by Article III. Section 7. E*), the District shall sequence the filling of positions as follows:
 - (a) In-building (assignments/reassignments) mandatory three (3) day in-building posting.
 - (b) In-campus may be opened at the same time as in-building, but in-building candidates will be interviewed and considered before in-campus candidates.
 - (c) Those employees who have been or were involuntarily reassigned or transferred.
 - (d) In-district transfer requests mandatory five (5) days in-district posting.
 - (e) Those employees returning from leaves of absence.
 - (f) Out-of-district applicants. In addition, employees who have served as long-term substitutes and leave replacement (non-continuing) employees for two (2) years or more, upon application, shall receive an interview.
2. Any employee in the above categories (a. through d.) will be notified in writing if their application has been rejected prior to proceeding to consideration of out-of-district candidates.
3. Posting and solicitation of out-of-district applications may occur simultaneously with in-district postings, provided that the interview and consideration of out-of-district applicants will only occur after completion of the in-district process. In an effort to include WVEA members for any position in which a member is a stakeholder, District-wide position or multi-building hires, the District will invite members to request placement on those interview committees at the time the assignment is posted. Employee participation in interview committees is voluntary and unpaid.
4. Where the District shows a conflict exists between in-district transfer requests and the need to accommodate employees returning from leaves of absence due to certification requirements, steps "d" and "e" may be reversed.
5. In the event a job opens during the period from July 15th through September 15th, the District shall have the right to decrease the in-district and out-of-district posting timeline from seven (7) business days down to a minimum of three (3) business days simultaneously in and out of district. During this period, all certificated job openings will be emailed out via WVSD-Everyone.
6. Any variance in the above sequence must be mutually agreed upon, in writing, and signed by both parties prior to any said variance.

C. Assignment

1. To assure that students are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the

regulations of the State Board of Education, to subjects, grades and/or other classes outside of their teaching certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of RIF require otherwise.

2. When the District reassigns an employee, the following procedures will be followed:
 - (a) Building principals will discuss staffing moves that are being contemplated as a result of enrollment shifts, enrollment reductions and/or program changes with their staff at least ten (10) days in advance of any action to implement such change. The principal shall meet with the individual employee potentially affected by any reassignments within the ten (10) day limit. An exception to the ten (10) days can be made in emergency cases.
 - (b) In implementing any such change the principals will take into consideration any in-building vacancies known to the District at the time and shall post said vacancies giving those employees subject to reassignment first priority consideration for those positions which they might voluntarily agree to accept and for which they are qualified.
 - (c) Should the position become open, that the involuntarily reassigned staff was reassigned from, the involuntarily reassigned staff shall have first right of refusal for said position.
3. Employees shall be notified in writing not later than the end of the school year of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments and special assignments, except when unanticipated later changes in staffing or program require a change of assignment.
4. Upon request by an employee, and with the concurrence of the principal, the District will reimburse an employee for courses taken to up-grade their skills when being transferred to a grade level or subject area in which the employee is deficient. There will be a limit of fifteen (15) credits and a period not to exceed one year after the transfer or reassignment. Exceptions will be RIF and returning from a leave of absence.

D. Voluntary Transfer

1. In the determination of assignments and transfers, the convenience and work of the employee and the needs of the District shall be considered to the extent that these considerations do not conflict with the educational program. Employment of any new employee for a specific position shall not be made until all those employees who have a pending request for transfer or re-assignment have been considered by the Superintendent.
2. To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:
 - (a) All vacancies and new positions, except as stated in "b" below, shall be publicized to the employees and Association through a written notice which shall be posted as far in advance of the date of the opening of any vacancy or new position as possible.
 - (b) The District shall post all vacancy/openings on the District's website.

- (c) Positions vacant due to Leave of Absence shall be available only as per Article VII, Section 13, paragraph A. In the event no eligible employee desires said position, it may be filled with a replacement employee. Leave of Absence vacancies commencing after the start of the school year, or expected to continue for less than 6 months, are not subject to the posting requirements of this section, and may be filled by the District with a replacement employee. If a district employee voluntarily transfers to fill a mid-year leave position, that employee must relinquish said position upon return of the leave taker.
 - (d) Said notice of vacancy /opening shall clearly set forth the qualifications for the position and the procedures for applying.
 - (e) All vacancies /openings shall be filled on the basis of posted qualifications for the position. In cases where qualifications are substantially equal, the more senior employee will be selected.
 - (f) The District shall make all possible effort to fill vacancies and new positions with their present employees before out-of-district hiring can occur. Should the District select an out-of-district candidate rather than a current employee the District will request an appointment with the unsuccessful internal candidate(s) to explain the reason for its decision within 2 working days.
3. Unsuccessful candidates may request a written explanation of why they were not selected.

E. Involuntary Transfer

1. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. Each involuntary transfer will be considered on its merits and will be made in keeping with the best interests of the instructional program of the District.
2. When the District transfers certificated staff members the following procedures will be followed.
 - (a) The District will discuss staffing moves that are being contemplated by the District with the Association at least twenty (20) days in advance of any final action to implement such changes. The principal shall meet with individual employees potentially affected in any such staffing moves within the twenty (20) day period. An exception to the twenty (20) days can be made in emergency cases.
 - (b) In implementing any such change the District will take into consideration any vacancies known to the District at the time and shall post said vacancies giving those employees subject to involuntary transfer first priority consideration for those positions which they might voluntarily agree to accept.
 - (c) On or after August 1st any unassigned staff will be involuntarily transferred to one of the remaining posted positions.
 - (d) Notwithstanding the sequencing provisions set forth in Section 7.B above, should a position open back at the involuntarily transferred staff's previous worksite that the involuntarily assigned staff is qualified to fill, then the involuntarily transferred staff shall have first right of refusal for said position.
3. The Superintendent shall notify the affected employee and the Association, in writing, of the reasons for such involuntary transfer before the change is to become effective. Except in emergency cases:

- (a) at least ten (10) days written notice will be given to the employee who is to be involuntarily transferred, and,
 - (b) the District will deliver said notice to the employee on a Friday and will attempt to deliver it in person.
- 4. Employees who are involuntarily transferred will be given priority, by being considered in-building/in-campus, on returning the following four (4) years to the building or position from which they have been involuntarily transferred if openings for which they are qualified become available.
- 5. The District shall endeavor to avoid involuntarily transferring any individual employee more than one (1) time in any three (3) year period. The District will provide, in writing, the reasons why the transfer could not be avoided.
- 6. If it is necessary to reduce the number of positions in any building the employer will request volunteers. Anyone transferred hereunder (volunteer or involuntary transfer) will receive compensation as stated in section 8, below.

SECTION 8. TRANSITION

- A. Every employee who is involuntarily transferred, or moves pursuant to Section 7. E. 6, above, shall be given fifteen (15) hours of per diem pay and the ability to ask administration for more time on a case-by-case basis.
- B. Every employee who is involuntarily relocated, within the same building/campus, shall be given seven and one-half (7 1/2) hours of per diem pay.
- C. Every employee who is reassigned to a curricular area or grade level which that employee has not taught within the last four years will be provided a substitute for one work-day for the purpose of preparation for the new assignments (meeting with/observing teachers.) The employee may choose to take seven and one-half (7 1/2) hours of per diem pay instead of the substitute for preparation activities approved by the supervisor.
- D. When employees are transferred or re-assigned, the District will provide physical assistance and transportation for instructional supplies, materials, and equipment for the affected employee(s). There will be a joint effort on the part of the employee and the District to facilitate the transition.

ARTICLE IV - EVALUATION/PROBATION

SECTION 1. PURPOSE

- A. The parties recognize the paramount purpose of evaluation is to improve the quality of instruction in the classroom; and then to certify the standards of competency defined in this agreement. The evaluation procedures strive to recognize high levels of performance and encourage improvement in specific identifiable areas, and provide support for professional growth through systematic assessment of instruction. All teachers will be evaluated using the CEL 5D+ framework. The Association and District understand that the forms for this framework are online and will continue to be worked on collaboratively as the evaluation process continues.
- B. The parties agree that the evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in current legislation (1) An evaluation system that is meaningful, helpful, and objective (2) an evaluation system that encourages improvements in teaching skill, techniques, and abilities by identifying areas needing improvement and provides support for professional growth. (3) An evaluation system that encourages 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.

- C. 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 392-191-025: "(1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance."

SECTION 2. PROFESSIONAL DEVELOPMENT

- A. Prior to being evaluated under the instructional framework, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process.
- B. Each employee by September 15th, or within fifteen (15) days of employment, 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.

SECTION 3. DEFINITIONS

- A. *Classroom teacher* shall mean a certificated employee who provides academically focused instruction to students
- B. *Criteria* shall mean one of the eight (8) state defined categories to be scored.
- C. *Component* shall mean the sub-section of each criterion.
- D. *Evaluator* shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement according to RCW 28A.405. Evaluators shall demonstrate competence in observing teachers with inter-rater agreement. No employee will be evaluated by an evaluator who is not judged satisfactory as per RCW 28A.405.100.
- E. *Artifacts* shall mean any products generated, developed or used by a classroom 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.
- F. *Evidence* shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is a sampling of data to inform the evaluator about the level of performance. It should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence unless mutually agreed upon.
- G. *Student Growth Data* shall mean relevant multiple measures that assess the change in student achievement between two points in time within the current school year, as mutually determined by the teacher and the evaluator. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

SECTION 4. CRITERIA

- A. The eight criteria of the evaluation system include:
1. Centering instruction on high expectations for student achievement,
 2. Demonstrating effective teaching practices,
 3. Recognizing individual student learning needs and developing strategies to address those needs,
 4. Providing clear and intentional focus on subject matter content and curriculum,
 5. Fostering and managing a safe, positive learning environment,

6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. Criterion Performance Scoring

1. The following four-level rating system will be used to evaluate classroom teachers and describes performance along a continuum that indicates the extent to which the criteria have been met or exceeded. The performance ratings are:
 - (a) Unsatisfactory – 1
 - (b) Basic – 2
 - (c) Proficient – 3
 - (d) Distinguished – 4
2. The classroom teacher shall receive one of the four performance ratings for each of the eight criteria. When there are two (2) or more components to a criterion, the average of the scores will be the final criterion score. When a final criterion score includes a fractional number (for example 2.3), all scores will be rounded using the traditional standards for rounding (.5 and above round up).

C. 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:

- 8-14—Unsatisfactory (1)
- 15-21—Basic (2)
- 22-28—Proficient (3)
- 29-32—Distinguished (4)

D. Student Growth Criterion Score

1. 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:
 - 5-12—Low
 - 13-17—Average
2. Student Growth Goal Setting: The teacher shall 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. 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 may include teacher initiated formal and/or 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.
4. 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:

- (a) Examine 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.
- (b) Examine extenuating circumstances which possibly may include: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
- (c) Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- (d) Create and implement a professional development plan to address student growth areas.

SECTION 5. REQUIRED EVALUATIONS

- A. Each employee will be evaluated by the principal or designee in the school in which the employee works the majority of the time. The evaluator must hold a valid administrative credential. If an employee works in more than one (1) building, the evaluator will obtain input from the principal/designee in each building using the appropriate Observation Form.
- B. For new employees, the formal observation conference shall be held within the first ninety (90) calendar days of employment. Formal evaluation conference shall be held before June 1. Observations for the end of the year evaluation must be completed by May 1 each year. The evaluation conference and formal evaluation that must follow the observations must take place by June 1.
- C. Prior to placing an employee on probation an evaluation must be completed.

SECTION 6. COMPREHENSIVE SUMMATIVE EVALUATION PROCESS

The comprehensive summative evaluation must assess all eight evaluation criteria and all criteria must contribute to the comprehensive summative evaluation performance rating. The following teachers shall receive a Comprehensive Summative Evaluation:

- (a) All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years.
- (b) All classroom teachers who are provisional employees under RCW28A.405.220;
- (c) Any classroom teacher who received a summative evaluation performance rating of level 1 or Level 2 in the previous school year; and
- (d) Any classroom teacher who requests to be evaluated on a comprehensive summative evaluation

A. Required Observations

During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. The total annual observation time shall not be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. The evaluator may conduct and/or the teacher may request additional formal observations.

B. Pre-Observation Conference

A pre-observation conference shall be held prior to each 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 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.

C. Formal Observations

1. The first of at least two (2) observations for each employee, shall be a formal observation, and shall be conducted within the first ninety (90) days of the school year. The second prearranged observation will occur no sooner than six (6) weeks after the first formal observation unless mutually agreed upon by the teacher and evaluator. The final prearranged observation shall occur prior to May 1st. Observations shall not be less than 30 minutes in length. All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class.
2. Formal observations will occur no later than five (5) days after the pre-observation meeting. Observations will not take place during the first week, the last week of school, or on the day before or day after winter or spring break, unless otherwise agreed to by the employee.
3. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference.

D. Post-Observation Conferences

1. 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.
2. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
3. The teacher shall be provided the opportunity to submit 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.
4. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.
5. The teacher may attach written comments to the finalized observation report

E. Informal Observations

1. An informal observation is a documented observation that is not required to be prescheduled. In addition, informal observations may be requested by either the evaluator or the teacher to collect additional evidence.
2. Informal observations do not have to be in the classroom; department or collegial meetings may be used.
3. All informal observations will be documented in writing with a copy provided to the teacher within three (3) work days of the observation. Any time after an informal observation, a teacher or evaluator may request a post informal observation conference to discuss what was observed.

F. Final Summative Evaluation Conference

1. No later than June 1st the evaluator and teacher shall meet to discuss the teacher's final summative score. 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.

2. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach written comments.

SECTION 7. FOCUSED EVALUATION

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

- A. If a non-provisional teacher has scored at Proficient – 3 or higher the previous year, they shall be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Summative Evaluation.
- B. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or the teacher's evaluator. The request of the teacher must be received in writing prior to September 15 or within the first fifteen (15) days of the school year, whichever is later. The evaluator's request must be communicated during the prior year's final evaluation conference based on concerns during the classroom observations. This does not apply to teachers who are requesting a transfer to a new position within the District.
- C. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3, 6 or 8. 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.
- D. Observations and conferences for the focused evaluation shall follow the process set forth under the Comprehensive Summative Evaluation Process, above. The score received on the selected criterion is the score assigned as the final summative score.

SECTION 8. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

The Association will be notified when any teacher is judged below Proficient –
When a teacher is judged below Proficient, the following conditions and provisions shall be granted, at the employee's discretion, to the employee to support their professional development:

1. The teacher shall be granted up to four (4) days of district funded release time to observe mutually agreed upon colleagues' instruction;
2. The teacher shall be granted an additional evaluator mutually agreed upon by the District and the WVEA from a list provided by the ESD of qualified evaluators;
3. The teacher will be assigned only one (1) work location, i.e., one classroom, if job assignment allows;
4. A mentor will be assigned;
5. The teacher may choose to participate in a voluntary structured support plan;
6. 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).

SECTION 9. PROBATION

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement. This conference shall be held before the date of the formal evaluation and in no case later than January 20.

- A. 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.
- B. Teachers may only be placed on probation from the Comprehensive Evaluation Process described above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- D. In the event that an evaluator determines that the performance of a teacher under their supervision merits probation, the evaluator shall report the same in writing to the Superintendent. If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of this agreement.
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. The Superintendent/designee, shall review the principal's or immediate supervisor's recommendation for probation. If the Superintendent/designee determines that there is an alternative to probation, he/she may continue to work with the parties involved. 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:
 - 1. Specific areas of performance deficiencies identified from the instructional framework;
 - 2. A suggested specific and reasonable plan for improvement;
 - 3. 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 their area or areas of deficiency.
- F. 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 and funded by the district, and the dates those supports will be put in place.
- G. Evaluation During the Probationary Period

1. 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.
 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 3. 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 9 E.3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
 4. 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 their notice of probation.
 5. 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.
- H. 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.
- I. 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 28.A.405.300 or 28A.405.210.
- J. 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:
1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- K. Action by the Superintendent:
 Following a review of the 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.
- L. 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.

SECTION 10. DETERMINATION OF PROBABLE CAUSE

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 discharge as provided in RCW.28A.405.300.

SECTION 11. OPPORTUNITY FOR PROBABLE CAUSE HEARING

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) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

SECTION 12. RECORD KEEPING

The Evaluation, criterion scoring chart, and teacher's written comments shall be moved to the teacher's personnel file at the end of the school year. The District agrees that no electronic device of any type shall be used to listen, observe or record any employee classroom procedure, except that any employee may use such devices for their own personal growth.

SECTION 13. EDUCATIONAL STAFF ASSOCIATES

The parties agree that the evaluation process for ESA members will continue outside the CEL 5D+ framework. They will continue to use the forms in Appendix C-4 and C-5.

ARTICLE V - LAYOFF AND RECALL (RIF)

SECTION 1. INITIATION OF LAYOFFS

- A. In the event the District anticipates a significant loss in revenue or change in program which requires a reduction in work force, the District shall follow the procedures contained in this section.
- B. Reductions will not be made without thorough review of programs and options available. The Board will notify the Association of the proposed layoff by April 15 and will provide the Association a report of the financial situation, anticipated program changes and needed staffing levels. In the event the Omnibus Appropriations Act has not passed the Legislature by May 15th, then notification may be delayed to May 20th.
- C. Employees returning from leave must be re-hired; however, such employees are subject to this Article on the same basis as any other employee. Such determinations are based upon seniority as specified in this Article.
- D. Layoff as used herein refers to action by the Board reducing the number of employees.

SECTION 2. CRITERIA

- A. Employees shall qualify for placement in the following categories:
 1. K-5
 2. 6-8 by both grade level and subject area.
 3. 9-12 by both grade level and subject area.
 4. Specialist K-12 Music/Performing Arts, Physical Education, and ESAs, by subject or specialty area.
- B. An employee shall be placed in the categories for which he/she qualifies and/or is endorsed. Such placement must conform to the certification and endorsement requirements of the State Board of Education and OSPI. Layoff and/or recall shall be made in accordance with those categories. In order to qualify for a category not currently assigned, the employee shall hold certification required by the SPI or a federal program; and

1. have a major or minor in the curriculum area, or
2. have taught in the grade level or curriculum area for a period of one year or more, or
3. hold special certification or endorsement in the curriculum area, or have gained specialized training of twenty (20) quarter hours in the curriculum area or in courses that apply to elementary teaching.

SECTION 3. SENIORITY

- A. Layoff shall be determined by seniority within each category with the least senior employee in each category being laid off first. Seniority is defined as the total number of years teaching in the State of Washington and shall be computed in the District from the actual date on which a contract of employment was approved by the board or employees first day of work whichever is first. Seniority for part-time employees shall be credited on the same basis as their percentage of employment, i.e., half-time employment for a full year yields one-half year seniority. Ties in seniority shall be broken by lot.
- B. The District shall compile a seniority list by November 1. The seniority list shall be submitted to the Association president. At the time the list is submitted, a notice will be issued to all members of the WVEA. Challenges to seniority placement shall be made in writing to the District Office by November 30, and a corrected seniority list posted by January 15. No challenge to an employee's seniority placement on the list may subsequently be raised or asserted as a defense to layoff unless it has been brought to the attention of the District in a timely manner and in accordance with this subsection.

SECTION 4. PROCEDURE

- A. Employees not assigned to a position for the ensuing school year will be notified in writing of layoff by the Superintendent.
- B. An employee receiving written notification of layoff shall retain an employment relationship with the District by being automatically placed in the layoff and recall pool. Credit for any education acquired during that year will be granted.
- C. If an employee is assigned outside their major areas as a result of no other employee on layoff being qualified, he/she shall have a notation placed on the annual evaluation form stating that the assignment is an emergency assignment outside their major area.

SECTION 5. RECALL

- A. Recall shall be by inverse seniority order according to the curriculum areas and/or elementary levels for which the employee is qualified.
- B. Acceptance of contract employment as a certificated employee in any other school district while on layoff status shall not constitute termination of the employment relationship within the pool as provided herein. No employee will be hired by the District from outside of the pool until all employees in the pool have been determined not qualified for the position.
- C. All continuing and provisional employees shall be recalled prior to non-continuing and/or substitute employees.

SECTION 6. NOTIFICATION OF RECALL

- A. The District shall give written notice of recall by sending a registered letter to the employee at their last known address. It shall be the responsibility of the employee to notify the District of any change of address.
- B. Any employee so notified shall respond within ten (10) working days from receipt of said notice whether the employee accepts or rejects the position.

SECTION 7. LAYOFF BENEFITS

- A. Employment of substitutes shall come from those employees on layoff status except when no employee is available and qualified for the position. There shall be no challenge to the unemployment compensation of any employee on layoff status who declines substitute employment, except those individuals who have already been accepting substitute employment.
- B. Upon request of an employee, the District shall make provision for the continuance of an employee's participation in any District group insurance program. The entire premium required shall be paid by the employee to the District office on a monthly basis as required by the office.

SECTION 8. AFFIRMATIVE ACTION

Either party may request bargaining concerning affirmative action consequences preceding a layoff.

SECTION 9. ACTION BY THE EMPLOYEE

In the event a laid-off employee requests a hearing, s/he may elect to submit the issue to Step III of the grievance procedures (binding arbitration) as opposed to the hearing process in RCW 28A.405.310. (See Article IX, Section 5.)

ARTICLE VI - INSTRUCTION

SECTION 1. PREPARATION PERIODS

The District will provide all employees directly involved in full-time instruction time for preparation planning as follows:

1. Secondary (6-12) employees shall each be provided one (1) class period during the instructional day.
2. Elementary K-5 employees shall each be provided a total of no less than two hundred ten (210) minutes per instructional week to fall within the student instructional day. Elementary employees may use for preparation planning all time during which their classes are receiving instruction from various specialists or their classes are covered by an instructional aide. The District affirms the desirability of providing this planning time in blocks of 30-minutes or more.
3. Elementary teachers will be available for students in their classroom ten (10) minutes prior to the start of the school day and may supervise students during student lunch. Employees will not be required to perform supervision of bus loading or unloading, drop off/pick up line, supervision of playgrounds, or any other assigned supervisory duties outside of the classroom after school hours.
Employees, except for principal interns, shall not be required to assume the duties and responsibilities of the principal in the absence of the principal from the building.
4. Employees shall be paid at the per diem rate specified in Appendix B for teaching classes during their preparation period upon the request or assignment by the building principal.
5. Employees shall be paid at the per diem rate specified in Appendix B for time spent during lunch or preparation periods providing language translation when requested by the administration.

SECTION 2. WORK LOAD

- A. Both the District and the Association hold the belief that communication with parents and guardians is an important part of providing the best learning environment possible for all

students. Acknowledging this, both parties will make diligent efforts to enhance two-way communication between the school and home.

B. The parties recognize that:

1. A reasonable pupil-teacher ratio is desirable for effective learning and teaching. It is also understood that in certain situations absolute maximums cannot be maintained due to lack of classrooms, classroom teachers, and/or finances.

(a) In the event that there is a lack of classroom space or classroom teachers to meet the maximum pupil-teacher loads, the parties will meet within five (5) student days to resolve any overload issues that may result, and, if resolution cannot be agreed to, negotiations will commence.

(b) The parties recognize that the District's ability to fully maintain these staffing levels would be impacted by the failure or discontinuance of the District's M & O levy.

In the event of a double levy loss, the remedies specified below will be suspended and the parties agree to meet and commence negotiations over the specific work load issue.

GRADE	MAXIMUM	HOW DETERMINED
Kindergarten	21	By Individual Class
Elementary 1	22	By Individual Class
Elementary 2	23	By Individual Class
Elementary 3	25	By Individual Class
Elementary 4	26	By Individual Class
Elementary 5	27	By Individual Class
Middle Level	30	By Individual Class Period
Innovation Center	32	By Individual Class Period
High School	32	By Individual Class Period
Self-Contained Sp Ed	17	By Teacher Daily Average
Sp Ed Resource	32	By IEP Caseload
Sp Ed Kindergarten	17	By Teacher Daily Average
Speech Language Pathologist (Includes no less than a .5 para-educator = 3.25 hours of instructional time.)	60	By Total Caseload
Occupational Therapist	30	By Total Caseload
Occupational Therapist w/1 COTA	60	By Total Caseload
Occupational Therapist w/2 COTA	90	By Total Caseload
Psychologists*	60	By Total Evaluations

(*In cases where the maximums (60 students) are exceeded, the district shall compensate the employee \$750 per completed: initial evaluation and full re-evaluation.)

2. In cases where the maximums are exceeded in any individual employee's class/caseload roster, the District shall have ten (10) student days to reduce class/caseloads back to no more than the maximum allowed. Options available to the District shall include, but not be limited to, transferring students, combining

classes, adding staff, restructuring of course offerings or any other action that will alleviate the overload situation. Adding para-educator time may be an option only if agreed upon by the District, Association and the affected employee.

In cases where the maximums are exceeded after the 10th student day, the District shall compensate the employee, retroactive to the first (1st) student overload day, ten dollars (\$10) per student per day, or \$2 per period for secondary classes per day. The district shall submit overload compensation to payroll, monthly for the affected employee.

3. The maximums may not apply in traditionally larger secondary classes such as band, choir, physical education and in team-teaching situations.
 4. Elementary Specialists employees shall have a maximum of forty-eight (48) / 30-minute sections per week or the equivalent instructional time in any building determined format. The District will not double up classes to comply, but will assign additional FTE. Elementary Specialists employees shall be compensated \$2 per student per section in overload.
- C. In cases where the maximums are exceeded, the District shall provide additional supplies, textbooks, instructional equipment and student desks as recommended by the principal after consultation with the employee.
- D. In the assignment and placement of identified Special Education, 504, English Language Learners, and Highly Capable students in regular classrooms, the District shall insure that such students are proportionately distributed per classroom teacher per grade level/subject area. Placement decisions remain subject to the IEP process. Special Education students and 504 students who are mainstreamed shall not be placed in a regular classroom without the employee having been notified and a copy of the Individual Educational Program (IEP)/504 plan made available. It is the responsibility of the Special Services Department to issue this notification within the first five days of placement. Teachers will also be notified within the first five days of placement of any English Language Learners and Highly Capable students in their classroom.
1. In the event an employee believes a Special Education student, 504, English Language Learner, or Highly Capable student has been improperly placed in their class, the employee shall have the right to request re-evaluation of that student's placement.
 2. The District's written procedures regarding Special Education students and 504 students shall be available electronically and accessible to all employees.
 3. The District and the Association will collaboratively work to provide professional development, organizational structure, and plan of implementation of inclusionary practices in the classrooms to all teachers.
- E. Employees are encouraged to discuss options to resolve problems of class size and class mix with the building principals during the 10-day overload adjustment period.
- F. Each school Principal shall gather input from staff regarding the master schedule for instructional class offerings for the following year. The Principal shall inform employees on how to provide input no later than April 1 each year, prior to working on the ensuing year's master schedule. Scheduling should be completed prior to the last day of May, but a tentative schedule must be completed no later than the last student day.
- G. The parties recognize that planning, coordination and documentation for special education teaching staff can present extraordinary time requirements. Upon request, the district will consider, on a case-by-case basis, the need for release or supplemental time to address specific needs.

- H. The District will make every effort to avoid combined elementary school classes (grade levels). If it is necessary to create such a class the teacher will be paid a stipend equivalent to ten percent (10%) of their base salary.
- I. Employees that are teaching College in the High School (CHS) classes shall receive the following, as long as the program is supported and funded.
 - CHS teachers shall be compensated for the number of classes they teach that are labeled CHS or Advanced Placement.
 - Compensation will depend on the number of students in each class and the number of classes.
 - Compensation will be as follows:
 - For classes of 1-24 students, \$150 per class.
 - For classes of 25 or more students, \$200 per class.
 - For up to three classes per term.

SECTION 3. STUDENT DISCIPLINE

- A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, gender or status. Such discipline shall be consistent with applicable federal and state laws.
- B. The District shall support and uphold employees in their efforts to maintain discipline in the District and shall give immediate response to all employees' requests regarding discipline problems in accordance with building procedures, District Policy and State Law. Principals will meet with teachers annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
- C. Teachers shall have the authority to exclude a student from their classroom for all or any part of the instructional period, and up to following two days, or until the employee has conferred with the principal or designee, whichever occurs first. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one or more corrective actions. In no case shall an excluded student be returned for the balance of an instructional period without the consent of the employee or until the principal or designee and teacher have conferred. All actions must keep with RCW 28A-600-020 or another state law.
- D. Teachers have the right to exclude students from their individual classrooms as outlined in RCW 28A-600-020). Students suspended for extreme or exceptional misconduct in the classroom shall not be returned to the same classroom until a parent/teacher/administrator conference is held, one purpose of which is to develop an agreement of student behaviors based upon which the student may return to the class.
- E. The District shall endeavor to collect restitution from students who destroy District or employee property to the level of the District's insurance deductible costs when the District reimburses employees for said losses.
- F. See also – Article III, Section 6.C. – Employee Protection.

SECTION 4. CLASSROOM VISITATION

The District recognizes the desirability of having patrons of the District be familiar with the total educational program. It further recognizes that frequent or unannounced interruptions to the classroom can be detrimental to the educational process. To provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth.

1. All visitors to the school shall obtain the approval of the principal in advance of the visitation.
2. If the visit is to a classroom, the time shall be arranged only after the building administration has conferred with the employee involved.
3. If, at the determination of the employee and principal involved, a particular observation is disruptive to the building or classroom, the observation shall be terminated.
4. The employee shall have the opportunity to confer with the classroom observer before and/or after the observation.

SECTION 5. CONTROVERSIAL TOPICS/ACADEMIC FREEDOM

- A. The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students.
- B. In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.
- C. In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to each person's rights and opinions. When discussing controversial issues, the employee will respect positions other than their own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

SECTION 6. EMPLOYEE DEVELOPMENT

- A. The District shall maintain a professional growth and development program, provided funds are available. The Association shall be consulted and given opportunity for input concerning the criteria for such a program.
- B. It is recognized that an effective employee development program is necessary to provide continuing professional growth. Therefore, the District and the Association will periodically survey employees to determine employee development needs. Such surveying, planning, and implementation may be with the assistance of other agencies, or colleges and universities.
- C. Employees with responsibility for presenting in-service training will be compensated at the per diem rate for reasonable preparation time (two [2] times the presentation time.) All other compensation for supplemental days shall be paid at per diem.

SECTION 7. EMPLOYEE FACILITIES

The District shall, whenever practical, provide facilities as follows:

1. A reasonable space in each classroom to safely store instructional materials and supplies;
2. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. A furnished faculty lounge separate from any work area and equipped with a telephone line and working phone;
4. A working and immediate communications system between classrooms and the main office in order to maintain safety;
5. Well-lighted and clean rest rooms, separate from student rest rooms; and
6. Part of the parking lot at each building to be utilized for employee parking.
7. The District and the Association agree that employees should, to the extent practicable, be provided with an appropriate classroom and/or workstation and appropriate

equipment with which to perform their professional duties. Appropriate equipment includes, but is not necessarily limited to, a computer, telephone and desk or other lockable file/storage area. In the event that an employee cannot be provided his or her own dedicated classroom space or other dedicated workstation, the District shall provide a non-dedicated workstation at which shall be available the appropriate equipment referred to above. To the extent practicable, workstations provided by the District shall be quiet, private and conducive to the completion of an employee's professional duties, including preparation activities.

SECTION 8. STUDENT TEACHERS

In those instances where the District shall decide to sponsor a student teacher program in the District, the following shall apply:

1. Every employee shall have the option to reject a student teacher (or equivalent);
2. Every employee who accepts a student teacher shall be given reasonable advance notice; and
3. Every employee who accepts a student teacher shall receive the usual compensation provided by the contracted university for the employee.

SECTION 9. SUBSTITUTE TEACHER PREFERENCE

Teachers have the right to request particular substitute(s) in order of preference. The District shall verify that any system used to procure substitutes will comply with this prioritization.

SECTION 10. ADMINISTRATION AVAILABILITY

During the time that students are normally in the building the principal or designee will be available to Association members. Availability includes being within the District and reachable by phone or in-person.

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 with full pay to be used for absence caused by illness, injury, emergency, maternity, quarantine, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year as prescribed by state law. The total sick leave accumulated by each employee is recorded on each monthly check stub.
- B. If an employee is absent for more than five (5) consecutive work days, the District reserves the right to request a statement from a licensed physician or authorized health care practitioner for the illness or injury. (Board Policy 5401)
- C. Employees, upon finding it necessary to be absent from their assigned duties due to illness or injury, shall immediately follow the procedure to obtain a substitute. For planned surgeries or anticipated disablements which will necessitate illness or injury leave, the employee shall provide reasonable notification to their immediate supervisor providing anticipated dates during which leave will be required. If no substitute can be secured, then the building principal will seek coverage for that employee. If covered by a teacher during their preparation period, the employee covering will be compensated at per diem rate. If no teacher can be secured then the building administrator, or designee, will cover the class. If the principal is otherwise occupied, then District personnel will be employed to cover that classroom.

- D. 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.
- E. An employee who is unable to perform his or her duties because of personal illness, maternity, or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of their sick leave. All such leave requests, including renewals shall be made in writing to the Superintendent. An employee who has been granted leave may return to service within the period of their leave after giving ten (10) days written notice to the Superintendent and with written permission from their personal physician.

SECTION 2. SICK LEAVE CASHOUT

- A. Sick leave cashout procedures shall be in accordance with the law.
 - 1. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: Provided, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
 - 2. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.
 - 3. Employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service under TRS 3 or at least fifteen (15) years of service under TRS 2 may cash out her or his entire accumulation of sick leave days on the same one for four basis provided for above.

SECTION 3. LEAVE SHARING

- A. The West Valley School District will consider requests for "Sick Leave Sharing" on a case-by-case basis using the following guidelines which will be administered in accordance with RCW 41.04.650 through 41.04.665 and WAC 392-126-085 through 392-126-104.
 - 1. Employees may request shared leave when they have depleted or will shortly deplete all available sick and personal leave in their personal account.
 - 2. An employee may request leave for the following reasons
 - (a) The employee suffers from an illness, injury, impairment, or extraordinary or severe physical or mental condition;
 - (b) The employee is sick or temporarily disabled because of pregnancy disability or for parental leave;
 - (c) The employee has a household member or relative who suffers from one of those conditions in (a) above;
 - (d) The employee is a victim of domestic violence, sexual assault, or stalking;

- (e) The employee has been called for service in the uniformed services or volunteers to assist in a state of emergency declared by the state or federal government.

General guidelines for processing requests for Leave Sharing are set out below.

1. Bargaining unit members who have accumulated more than twenty-two (22) sick leave days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave. In no event may such an employee request a transfer that would result in his or her sick leave account going below twenty-two (22) days. The District has developed forms and procedures necessary to implement this.
2. 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 to go on unpaid leave of absence or terminate employment. Alternatively, the employee must have been called to service in the uniformed services.
3. No employee shall receive more than one hundred eighty (180) days of donated leave annually or a total of five hundred twenty-two days (522) during the employee's employment, however, in extraordinary circumstances, the district may authorize the receipt of leave in excess of the five hundred twenty-two (522) days.
4. 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, pro-rata, within thirty (30) days after the recipient's use of accumulated leave ceases.
5. Except for procedures in 4. above, 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.
6. An employee using donated leave days shall receive the same benefits and pay as if they had been working.
7. The District and Association shall each designate one (1) person who shall serve jointly for the purpose of reviewing requests for such leave.
8. Contribution of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.

SECTION 4. MATERNITY/PATERNITY LEAVE

- A. Maternity leave shall be granted to a female employee for childbirth. A female employee shall be entitled to take a leave of absence for childbirth for a reasonable length of time and thereafter return to her job under the same uniform terms and conditions as any other employees consistent with District policy.
To be entitled to maternity leave, a female employee shall inform the school district in advance of her intention to take leave and the approximate time she expects to return to work, and within thirty (30) days after childbirth shall inform the District of the specific day when she will return to work.
- B. She shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job, although her physician should concur on this matter.
Disabilities caused or contributed to by pregnancy, miscarriage, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under the District's Sick Leave section as well as other employee benefit programs.

If the female employee and the District cannot agree on matters relating to maternity leave, either party may submit the facts to the executive secretary of the Washington State Human Rights Commission for a ruling.

- C. Paternity leave will be granted for up to fifteen (15) days and charged to sick leave. Exceptions to the above may be granted on a case-by-case basis by the Superintendent and sick leave will be used. Such exceptions will not establish a binding practice.

SECTION 5. ADOPTION LEAVE

Each employee shall be provided up to a total of fifteen (15) days pre-or post-adoption leave. Adoption Leave shall be taken from sick leave. Exceptions to the above may be granted on a case-by-case basis by the Superintendent and sick leave will be used. Such exceptions will not establish a binding practice.

SECTION 6. EMERGENCY LEAVE

- A. Emergency leave shall be granted with pay. Emergency leave may be taken by an employee due to a problem that has suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence. Such leave shall be taken from sick leave.
- B. The intent of emergency leave is to make it possible for employees to be absent for the reasons stated and not for personal pleasure or profit or to extend a holiday.

SECTION 7. FAMILY ILLNESS LEAVE

- A. In accordance with state law, employees shall, upon request, be granted a leave of absence with pay during a contract year to care for a child of the employee with a health condition requiring treatment or supervision or a spouse, domestic partner, parent, parent-in-law, sibling, and grandparent of the employee who has a serious health condition or emergency condition. Such leave shall be deducted from sick leave. Exceptions to the above may be granted on a case-by-case basis by the Superintendent. Such exceptions will not establish a binding practice. This section shall be administered in accordance with RCW 49.12.270 and implementing regulations.
- B. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall be responsible for 40 percent up to the Social Security cap as required by law. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

SECTION 8. BEREAVEMENT LEAVE

- A. The District shall provide bereavement leave for employees. In the event of death in an employee's immediate family, he/she shall be allowed up to five (5) days of absence at full pay. Immediate family is defined as spouse, domestic partner, parent, grandparent, sibling, child, step-child, parent-in-law, sibling-in-law, child-in-law, grandchild, or other person living in the home.
- B. In the event of the death of an aunt, uncle, nephew, niece, or close friend, employees should be allowed one (1) day of absence at full pay.
- C. Any exception to the above shall be granted and shall be deducted from sick leave.

D. Bereavement leave shall be non-cumulative from year to year.

SECTION 9. JUDICIAL/SUBPOENA LEAVE

- A. An employee will be granted jury duty leave as may be required when summoned to serve on a jury and shall be paid their regular salary. The District will be reimbursed by the employee the amount of jury duty fees paid less any mileage and/or jury duty related expenses.
- B. An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid their regular salary. The District will be reimbursed by the employee the amount of subpoena fees paid less any mileage and/or subpoena related expenses while in performance of a civic duty.

SECTION 10. MILITARY LEAVE

(RCW 38.40.060) Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserves of the United States or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from the District of the state or any county, city or other political subdivision for a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as their may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation, annual or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave, the employee shall receive from the District their normal pay.

SECTION 11. PROFESSIONAL LEAVE

Travel and per diem expenses may be granted to employees to attend professional meetings upon written request to the Superintendent or designee. The District shall provide substitutes when necessary. Professional leave shall not be taken before or after a holiday nor on the first or last day of school. Exceptions to the above may be granted on a case-by-case basis by the Superintendent. Such exceptions will not establish a binding practice.

SECTION 12. PERSONAL LEAVE

- A. Each employee shall earn four (4) days of personal leave per year. Employees need only state they are taking leave under this section. Personal leave may accumulate to a total of five (5) days. Unused personal leave may be cashed out at the base rate. Unused personal leave, over two (2) days, will automatically be cashed out. The cashout will be paid in the July 31st payroll. If the employee would like to cash out any of their two carry-over days they will be required to complete the *District Personal Cashout* form by July 1. Retiring employees who give written notice prior to April 1 of their intent to retire shall be allowed to cash out unused personal leave to a maximum of thirty-seven point five (37.5) hours at base rate. In the event that a retiring employee is re-employed under "retire – rehire" they shall not be allowed to accumulate personal leave for a period of two (2) years immediately following their re-hire date/year and must either "use or lose" personal leave.
- B. Employees taking personal leave may be limited to no more than two (2) employees per Elementary, three (3) per Middle Level, and four (4) per High School, and personal leave may be denied where sufficient substitutes are not reasonably expected to be available. Such leave shall be granted on a first come, first serve basis. Personal leave shall not be taken during the first five (5) days of school or the last five (5) days of school. Exceptions

to the above may be granted on a case-by-case basis by the Superintendent. Such exception will not establish a binding practice.

SECTION 13. LEAVE OF ABSENCE

- A. Leaves of absence up to one (1) year without pay may be granted employees for the purposes of study, travel, recuperation from a medically qualifying event, child rearing, working in a professionally related field, or Association business. Employee requesting one (1) year leave, without pay, must have completed at least five (5) consecutive years with West Valley School District. Exceptions to the above may be granted on a case-by-case basis by the Superintendent. Such exception will not establish a binding practice.
 - 1. An employee on a leave of absence shall be granted a position for which he/she is qualified upon their return.
 - 2. Such employee may request a different position upon return from leave, but such request shall be considered with other in-District requests for transfer.
- B. All such leave requests shall be made before April 15 except in unusual or emergency cases. Leaves may be limited to two percent (2%) per year district-wide; however, child rearing leave shall be exempt from this limitation.
- C. Employees on leaves of absence shall be required to notify the District of their intention to return no later than April 15. The District will notify the employee in writing at the time leave is granted of such requirement.

SECTION 14. EXTRA-ORDINARY LEAVE

At the discretion of the Superintendent, leaves of absence with pay up to five (5) days may be granted in unusual cases where the circumstance does not fit other leave provisions. Leave application must be submitted to the Superintendent, and when approved will require the employee to pay (by deduction) the cost of a substitute. Granted exceptions will not establish a binding practice.

SECTION 15. Leaves Requiring Substitutes

When employees use any type of leave that requires the District to employ a certificated substitute, the leave must be taken in half or whole day increments. This does not apply to in building coverage.

SECTION 16. NATIONAL BOARD RELEASE TIME

The district will support employees pursuing initial National Board certification or Maintenance of Certification by providing up to four (4) district-funded release days for testing and/or preparation per certification cycle. Designation of time shall be done in advance through mutual agreement between candidate and building administrator.

ARTICLE VIII - FISCAL

SECTION 1. WORK DAY

- A. The workday shall be seven and one-half (7 1/2) hours. The length of the assigned workday shall be substantially equivalent for all employees. All employees shall have a duty-free lunch period of not less than thirty (30) continuous minutes.
- B. In addition to regular building hours and consistent with the traditional expectations associated with the responsibilities of employees, the following shall apply:
 - 1. Employees shall spend time outside of regular building hours to the extent necessary for adequate preparation for instruction, pupil and parent consultation, and other incidental and occasional activities related to instruction.

2. Employees who are required to participate in district curriculum, in-service training, and related programs and projects outside of regular building hours shall be compensated.
 3. Employees shall attend employee meetings beyond building hours as required by the principal or Superintendent. Every effort shall be made to conduct meetings during the regular building hours.
 4. Employees who leave the building during the work day may be required to notify the principal or the office of the time of leaving and anticipated return.
- C. In the event that all schools are closed because of inclement weather or an emergency, employees shall not be required to report to work. If students are required by SPI to make up days, employees will also make up the days. On shortened days, employees shall only be required to arrive thirty (30) minutes before the students' classes begin and to remain thirty (30) minutes after the students' classes end.

SECTION 2. WORK YEAR

- A. Each employee shall be given a one hundred eighty (180) day base contract as long as the State continues to fund employee salaries on a one hundred eighty (180) day base.
1. The per diem rate of extra per diem days will be computed on the basis of one/one hundred eighty (180) of the base contract amount. If the State no longer funds these extra days as part of a one hundred eighty (180) day base salary; each employee base contract shall revert to the number of days and salary amount so funded, with the per diem rate adjusted accordingly.
- B. Calendars are set forth as follows:

School year calendars will contain the following provisions:

- (a) Early dismissal on last student school day.
- (b) Winter break will consist of a minimum of ten (10) school days, beginning on a Monday.
- (c) Mid-winter break consisting of one (1) day will occur on Friday in February prior to the Presidents' Day holiday on Monday (four-day weekend).
- (d) Spring break will consist of five (5) consecutive days, the majority being in the first week of April.
- (e) One (1) non-student day/non-contracted day at the end of first semester shall be included in the calendar.
- (f) In consideration of the Association agreement to hold school or an optional day on the fall State In-service Day, the District agrees that it will provide a substitute for any employee requesting to attend a professional conference on that day.

School year calendar parameters shall be set forth as follows:

- (a) Calendar options for the following year will be prepared by the District and presented to the Association President no later than January 10th of each school year for Association recommendation.
- (b) The Association recommendation is due to the District by the last school day in February of each school year. If the Association fails to provide a recommendation by the last day of February, the District will arrive at a school year calendar by the second Board meeting in March
- (c) There shall be no deviation from or change in the calendars except in case of emergency. Make-up days shall be determined after consultation with the Association.
- (d) There shall be a period of five (5) days for grades to be noted.

SECTION 3. SUPPLEMENTAL COMPENSATION

A. **Per Diem Rate - "Per diem"**--Time outside of contracted duties.

B. **Supplemental Compensation**

The supplemental compensation recognizes that employees provide professional service beyond the base contract at the teacher's discretion. Supplemental compensation pay shall be offered to all employees on the Supplemental Contract. Employees shall be paid an additional for Time, Enrichment, and Incentives as outlined below:

1. **Time:**

- (a) Required Extra Per Diem Days - For the duration of the contract, there will be four (4) required extra per diem days. One of the days will be held the day prior to the start of school and the schedule shall be determined by the district with one (1) hours scheduled to conduct union business. Other day(s) will be used as District staff development day(s). For as long as the District provides a variety of choices for professional development on District staff development day(s) (i.e. Summer Institute) the District will work with trainers to incorporate at least one and a half (1.5) hours of collaboration time within the training and one (1) hour lunch. If the District returns to any other type of professional development model the staff development day shall include two hours of campus grade-level and/or department directed time.
- (b) Building Directed Optional Days - For the duration of the contract, there will be six (6) building directed optional days. Building Optional Days will be scheduled at least one month in advance and no later than May 1 of each school year. If they are to be during the first three months of the school year, unit members will be so notified on the first workday of the new school year. The agenda for these days will be established by the principal in collaboration with building staff and based on staff needs and how the days can be most productively used. Participation in the six (6) building directed days is voluntary and employees who do not attend will not be disciplined or discriminated against. Building optional time can be made up if the absence is district related or if make-up time is mutually agreed upon in advance between the member and their building administrator. Coaches and advisors will make every effort to reschedule practices or meetings to avoid such conflict. All agreements shall be made prior to building time occurring, or no make-up shall be allowed. One of the six days will be teacher-directed with administrative approval.
- (c) Any Building Optional funds not utilized by July 31 of the previous year will be deposited into a VEBA account based on FTE for each member. During the term of this Agreement the District will fund and budget for the optional days at 100% of all members of the unit at .5 or greater FTE. Employees below .5 FTE shall be budgeted at their percentage of employment.

2. **Enrichment:**

An enrichment compensation package will be given for professional work outside the contracted work day that enrich the education of the student, as determined by the employee. The District will pay the employee 4 days as a supplemental contract.

2. *Incentive:*

- (a) **National Board Release Time:** The district will support employees pursuing initial National Board certification or Maintenance of Certification by providing up four (4) district-funded release days for testing and/or preparation per certification cycle. Designation of time shall be done in advance through mutual agreement between candidate and building administrator.
 - (b) **Early Retirement Notification:** Upon submission to the District of a signed letter of resignation (effective at the end of the school year) by February 1st, retiring employees shall be given a one-time stipend of \$1000 upon successful completion of clearing their work station and signed off by Principal or Supervisor.
 - (c) **National Certification:** Recognizing the similarity in certification standards between national certification systems and the standards for NBPTS, the District will provide the same stipend to school psychologists who are certified by Nationally Certified School Psychologists (NCSP), speech language pathologist who are certified by Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP), and occupational therapists who are certified by the National Board of Certified Occupational Therapy, their national organization, as it does its teachers who receive national board certification. This annual stipend is determined and paid, as defined in the NBPTS process per OSPI and this agreement. This payment will continue only for so long as the State continues to provide/fund such stipends for NBPTS certification and only for so long as the State does not provide/fund a comparable stipend for School Psychologists, Speech Language Pathologists, or Occupational Therapists.
 - (d) **Loyalty Stipend:** Each teacher in good standing that completes fifteen (15) years of service in West Valley School District will receive, starting in their sixteenth (16th) year, a \$500 stipend annually for loyalty to the District. Good standing is having received at an overall proficient rating on their last comprehensive evaluation and is not currently on administrative leave or under investigation for misconduct. This stipend will be paid in the employee's November pay warrant
- C. In the event of a double levy failure, 1.1% responsibility stipend and two (2) building directed optional days will be suspended pending passage of a future levy.
 - D. Optional days worked on or before June 30 will be applied to the current year's optional day allotment. Any optional days worked after June 30 will be applied to the next school year's optional day allotment and will be paid after September 1 at the per diem pay rate for the next school year.
 - E. If the State provides funding for additional days beyond one hundred eighty (180) days, said funding may replace or reduce the District's obligation to fund extra per diem days so that funds can be re-allocated for staff development. Reallocations will be determined by mutual agreement of the District and the Association.
 - F. Special education staff involved in writing and managing IEPs shall receive additional per diem hours related work as a case manager.

<u>Number of IEPs</u>	<u>Hours Paid Annually</u>
<u>1-20</u>	<u>20 hours</u>
<u>21-30</u>	<u>28 hours</u>
<u>31-40*</u>	<u>35 hours</u>

*Additionally, for every IEP written over 40 (forty) the employee will be given two additional hours of per diem.

- G. Goal writing staff (SLP, OT, PT, Vision/Hearing) required to write goals and progress monitor goals within the IEP will be compensated 30 minutes per IEP.

SECTION 4. SALARY SCHEDULE

- A. For the duration of the contract, three (3) years, the salary schedule shall be increased by the IPD/COLA set by the state. In year one of the contract the salary schedule will increase by 70% of IPD, in the second year of the contract the salary schedule will increase by 70% of IPD, and in the third year of the contract the salary schedule will increase by 100% of IPD. The salary schedule for employees shall be shown in Appendix A. If a rebase occurs during the duration of this contract, the District and Association mutually agree to reopen for salary negotiations.
- B. Employees contracted less than full time shall receive a pro-rata share of salary and benefits. If the District requires full-day attendance for District directed activities, they will be paid a full day's per diem.
- C. It is the intent of the parties that all state funding be passed through with no deduction for insurance nor for extended or supplemental contracts.
- D. All extended and supplemental contracts shall be funded from non-BEA (Basic Education Allocation) state funds.

SECTION 5. CO-CURRICULAR SALARY SCHEDULE

- A. Each employee shall be paid for co-curricular activities at the rate of pay identified in Appendix B-1. The salary base shall be 90% of the minimum salary in Appendix A.

SECTION 6. PAYMENT

- A. In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contract salary. Exceptions to the payment provisions shall be compensation for supplemental contracts. On the last business day of each month, payroll checks shall be direct deposited at the financial institution of the employee's choosing. Financial institutions for direct deposit are limited to those listed on the Northwest Clearing House Association. All employees are required to use direct deposit.
- B. Employees who have supplemental contracts shall be paid for extra-curricular activities during the payroll period immediately following the conclusion of the activity. Pay for fall activities will be reflected in the November paycheck. Pay for Winter I activities at the Middle Level will be reflected in the January paycheck. Pay for Winter II activities at the Middle Level and winter activities at the High School will be reflected in the March paycheck. Pay for spring activities will be reflected in the May paycheck. Pay for employees with year-round activities will be reflected in three (3) equal payments in the November, March, and May paychecks unless the District and employee agree to spread the payment over twelve (12) equal payments.

- C. Each per diem day shall be paid in the next pay period if submitted on or before the tenth (10th) of the month. If the employee fails to complete required forms and submit said forms to their building administration within a reasonable period of time, (three [3] days) before the District cut-off date for any month, per diem payment shall be paid the following payroll period. Failure by any District administrator to submit said forms by the District cut-off date for payment shall cause the District to immediately begin processing a manual warrant for issuance as close to the normal pay date for the month as possible.
- D. Any supplemental work for any school year must be worked by June 30 and submitted for pay by July 1. Summer school employees will submit pay before August 10 at the rate of pay for the preceding school year. Employees approved, by their principal or director, to work from July 1 will submit for pay after August 10.
- E. All compensation owed to an employee who is leaving the District shall upon request be paid within fifteen (15) days after the final day of work if funds permit.

SECTION 7. PROVISIONS GOVERNING EMPLOYEES' SALARY SCHEDULE

- A. All beginning employees' salaries shall commence on Step BA-O. Hours and/or degrees earned after the Bachelor's degree has been awarded and/or conferred shall be applicable for advanced placement on the schedule in conformance with SPI rules.
- B. Increments for experience and education will be in accordance with the index shown on the salary schedule. Incremental changes, where applicable, shall be paid in the October payroll.
- C. Employees shall be given full step credit for licensed work experience with each year worth one (1) step. Experience shall be cumulative. Experience shall be determined by the OSPI practice of rounding .45 years' experience to .5 years of experience, which will then round to one (1) year experience.
- D. Employees hired from out-of-state or from private schools shall be given the same credit consideration, rights and benefits as those hired from within the state or those presently working for the District as outlined in State law.
- E. Education credits will be granted for college or university work from a four-year-degree-granting institution, for courses taken at community colleges, and for approved clock hours. Clock hours will be counted as credit in the ratio of ten (10) clock hours for one (1) quarter credit. Credit for advancement may be denied when not in conformance with SPI rules.
 - 1. Credit for education experience shall be given when evidence of such credit is filed with the District by September 10 of the current year. Such evidence should be in the form of official college transcript or report for clock hours. The salary schedule is based on quarter credits.
 - (a) If, for some circumstances beyond the control of the employee, the college transcripts or grade reports are not available and the District has been advised by the college of the credit, the employee shall be granted the allowance for credit. Official transcripts must be provided by the employee no later than December 1.
 - (b) If transcripts are not provided by the employee by December 1, after receiving written notice or request of transcript, by the District, then the educational increment may be revoked, and the cost of the increment may be recovered by payroll deduction.

- (c) Education credits may be given for non-college educational activities voluntarily entered into by an employee for the purpose of strengthening their competencies.
- F. JROTC Instructors shall be paid Minimum Instructor Pay (MIP) as determined by the Army JROTC Program or salary placement per WVEA Salary Schedule if beneficial to the Employee.

SECTION 8. SALARY COMPLIANCE

- A. The parties agree to stay within compliance. Compliance will include both salary and benefits. In the event that the District is found to be out of compliance by the salary of employees, adjustments will be made to bring the District back into compliance.
- B. To achieve this intent, the parties acknowledge that base salary and regionalization adjustments will be made during the term of the Agreement to reflect state funding.
- C. The parties shall review the figures to determine the new salary base.

SECTION 9. INSURANCE BENEFITS

- A. Upon the introduction and implementation of School Employee Benefit Board, the District and the Association agree to follow the state mandates and clarify the language through the MOU/MOA process.
- B. Employees are eligible to participate in a "125 Plan." This plan is based on Section 125 of the IRS code. The goal is to provide tax exemption options to employees for insurance premiums paid via payroll deductions.
- C. In the event that SEBB is discontinued the District will continue to pay the per employee, per month contribution to the Health Care Authority to fund reimbursement of retired employees, as outlined by the OSPI.

SECTION 10. VEBA

The District shall provide \$190,000, divided into VEBA accounts for each member according to their FTE. However, in the event of a double levy failure, this extra funding will be suspended pending passage of a future levy.

SECTION 11. BUILDING BUDGET COMMITTEE

- A. Each worksite will establish a committee that will provide input to the administrator in regard to expenditures of discretionary funds, those funds that are not designated by the District for a specific purpose, within the building budget. The committee will have no less than three (3) members.
- B. A financial statement will be available on a regular basis or upon request.

SECTION 12. EXTENDED WORK YEAR/DAY

- A. Transition programs for secondary students:
Maximum of 45 hours at the per diem rate of pay per participating employee.
- B. Mentor Teachers:
Maximum of 25 hours at the per diem rate of pay per participating employee.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- A. A ***grievant*** shall mean an employee or group of employees or the Association filing a grievance.
- B. A ***grievance*** shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of any of the terms of this Agreement.

- C. A ***party in interest*** is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

SECTION 2. RIGHTS TO REPRESENTATION

- A. At least one (1) Association representative shall be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented.
- B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step II.
- C. The Association on its own may submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the terms of this Agreement.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

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

SECTION 3. PROCEDURE

STEP I

The parties in interest acknowledge that it is usually more desirable for an employee and his immediately involved superior to resolve problems through free and informal communications. Within thirty (30) days after a violation, misinterpretation or misapplication of the terms and conditions of the Agreement or the knowledge of same, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a hearing to take place within five (5) days after receipt of the grievance.

STEP I REPLY

The supervisor shall provide the grievant and the Association with a written response to the grievance within five (5) days after the hearing. Such response shall include the reason upon which the decision was based.

STEP II

If the grievant is not satisfied with the disposition of their grievance at Step I, within five (5) days after receipt of same, or if no decision has been rendered within five (5) days after the hearing, then the grievance may be appealed to the Superintendent/or his designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his receipt of the appeal. The parties in interest shall include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance.

STEP II REPLY

The Superintendent shall provide the grievant and the Association with written response within five (5) days. Such response shall include the reason upon which the decision was based.

STEP III

1. If the grievant is not satisfied with the disposition of their grievance at Step II, or if no decision has been rendered within five (5) days after the hearing, then the grievant may request within five (5) additional days, in writing, that the Association submit their grievance to arbitration.
2. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant submit the grievance to final and binding arbitration.
3. Within fifteen (15) days after such written notice, the Association shall submit a request for an arbitrator from the American Arbitration Association. The arbitration shall be conducted according to the expedited rules of the American Arbitration Association except as provided for herein. By mutual agreement the parties may choose another method of arbitration. The arbitrator will be selected from a list submitted by the American Arbitration Association.

SECTION 4. ARBITRATION

- A. Neither party shall be permitted to assert in the arbitration proceeding any evidence which was not submitted to the other party before the completion of Step II proceedings.
- B. The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue their decision not later than twenty (20) days from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted.
- C. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the parties and will be final and binding upon them.
- D. The costs for the services of the arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- E. The following are excluded from arbitration:
 1. Non-renewal of provisional employees.
 2. Financial determinations in cases of RIF. (These cases may be decided by a Superior Court in accordance with RCW 28A.405.380.)

SECTION 5. ELECTION OF REMEDIES

In the case of any matter for which the law provides an alternate forum for resolution (*Superior Court, Human Rights Commission, PERC, OCR, etc.*) the employee may elect to utilize this other forum in place of arbitration, but in no case will arbitration be allowed or utilized in addition to the alternative forum such as those illustrated above.

SECTION 6. TIME LIMITS

Failure to appeal a grievance within the time limits specified shall void the grievance. When a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

SECTION 7. FREEDOM FROM REPRISALS

No reprisals of any kind will be taken by the Board or the administration against any employee because of their participation in a grievance procedure.

SECTION 8. RECORD OF GRIEVANCE

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

SECTION 9. GRIEVANCE FORM

- A. Forms for filing and processing grievances are provided in Appendix D and are available electronically.
- B. The District and Association agree that grievances may be transferred electronically. If so, documentation signatory and date will be through the email system.

ARTICLE X - DURATION

SECTION 1. TERM OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2024 and shall be binding upon the District, the Association and the employees. It shall remain in full force and effect through August 31, 2027.
- B. Either party may upon written notice to the other not later than ninety (90) days prior to the expiration date of the Agreement indicate their desire to negotiate a successor Agreement.
- C. The parties agree that prior to any ratification vote both bargaining teams will review a draft copy of the final Agreement. All differences in language will be reconciled prior to submitting text to the Board and membership for ratification.

SECTION 2. RE-OPENERS

- A. This Agreement may also be opened for amendment(s) by the mutual consent of the parties.
- B. This agreement shall be opened to bargain impacts from action by the Washington State Legislature related to wages, hours or working conditions. Such negotiations will begin no later than May 1 of the year the legislative change becomes law, or 30 day after the end of the legislative session, whichever is earlier.

APPENDIX A-1 – SALARY SCHEDULE

2024-2025 (70% of State IPD (3.7%))							
Yrs. Of Service	BA+0	BA+15	BA+30	BA+45	BA+90/ MA+0	MA+45	MA+90 or PhD
0	\$56,843.68	\$58,378.85	\$59,968.38	\$61,565.15	\$68,149.13	\$73,265.57	\$76,562.99
1	\$57,608.26	\$59,166.38	\$60,776.44	\$62,440.85	\$68,907.66	\$74,076.03	\$77,350.51
2	\$58,337.79	\$59,910.41	\$61,537.38	\$63,328.61	\$69,669.80	\$74,823.69	\$78,135.60
3	\$59,089.07	\$60,674.97	\$62,321.27	\$64,170.49	\$70,393.31	\$75,532.70	\$78,925.53
4	\$59,825.85	\$61,481.82	\$63,137.77	\$65,051.01	\$71,151.84	\$76,326.25	\$79,743.25
5	\$60,586.80	\$62,250.01	\$63,921.66	\$65,942.40	\$71,921.24	\$77,078.75	\$80,562.17
6	\$61,368.28	\$62,996.46	\$64,724.88	\$66,847.07	\$72,711.17	\$77,843.31	\$81,343.65
7	\$62,757.30	\$64,395.14	\$66,146.51	\$68,383.46	\$74,189.57	\$79,395.39	\$82,995.98
8	\$64,755.07	\$66,498.01	\$68,291.66	\$70,710.97	\$76,517.09	\$81,794.18	\$85,525.21
9		\$68,673.34	\$70,556.38	\$73,065.06	\$78,868.77	\$84,271.47	\$88,130.54
10			\$72,850.06	\$75,539.94	\$81,346.06	\$86,820.02	\$90,803.51
11				\$78,086.08	\$83,891.00	\$89,484.54	\$93,548.94
12				\$80,551.30	\$86,538.59	\$92,220.31	\$96,410.33
13					\$89,277.99	\$95,023.72	\$99,336.93
14					\$92,098.32	\$98,027.64	\$102,378.30
15					\$94,493.47	\$100,574.99	\$105,039.18
16 +					\$96,381.35	\$102,586.04	\$107,140.83

In year one of the contract the salary schedule will increase by 70% of IPD, in the second year of the contract the salary schedule will increase by 70% of IPD, and in the third year of the contract the salary schedule will increase by 100% of IPD.

APPENDIX B-1 - CO-CURRICULAR SALARY SCHEDULE* (NOT ATTACHED TO CLASSES)

POSITION/ACTIVITY	90% of WVSD Minimum Teacher Salary
Post Season (per week)	.8%/week
Junior/Sophomore/Freshman Class Advisors	2.5%
Senior Class Advisor	5%
Department Chair/Team Leader	3%
Elementary Yearbook	5%
Middle Level Yearbook	24%
Innovation Center Yearbook	5%
High School Yearbook	31%
Musical	33%
Pep Band	3%
Middle Level ASB	12%
High School ASB	31%
Middle Level Activities Coordinator	12%
High School Activities Coordinator	17.5%
Middle Level Athletic Director	20%
High School Athletic Director	30.2%
High School Newspaper	15%
High School Renaissance Club	3%
High School Knowledge Bowl	3.2%
High School Advisory Coordinators	8.5%
Mock Trial Club	3.11%
Honor Society	3%
Special Olympics	3%
Drama - Fall Production Director	4%
Drama - Fall Production Assistant	2%
Drama - Spring Production Producer	3%
Drama - Spring Technical Director	2%

*If any of the co-curricular positions are combined then the advisor(s) will receive the combined stipend for those positions.

APPENDIX B-2 - CO-CURRICULAR SALARY SCHEDULE* (ATTACHED TO CLASSES)**

POSITION/ACTIVITY	90% of WVSD Minimum Teacher Salary
Middle Level Yearbook	9%
Innovation Center Yearbook	3%
High School Yearbook	12%
Mid-Level Drama	10%
Elementary Fine Arts	3%
5th Grade Band	6%
6th Grade Band	7%
7th – 8th Band	10%
HS Band - Symphonic Band	7%
HS Band - Concert Band	7%
HS Band - Wind Ensemble	10%
Marching Band	17%
High School Jazz Band	8%
Middle Level Choir	16%
HS Concert Choir	3%
HS Treble Choir	3%
HS Chamber Choir	4%
High School Newspaper	5%

*If any of the co-curricular positions are combined then the advisor(s) will receive the combined stipend for those positions.

**If more than one teacher is assigned to teach the class then all assigned teachers shall receive the full stipend.

APPENDIX B-3 Extended Work Year/Days – at per diem rate of pay:

Position:	# days	# hours
Psychologist*	14	105
Certificated Librarian	10	75
Counselor	10	75
Activities Director Middle Level & HS	10	75
Athletic Director HS	20	150
Athletic Director Middle Level	10	75
Ed Tech Support	10	75

*School Psychologist may use four of the five designated BDOT days as a full release day to provide additional time for evaluations, etc.

APPENDIX B-4 CTE Extended Work Year/Days – at per diem rate of pay:

CTE Extended Time

CTE (Career and Technical Education) Extended Time is provided for the development, evaluation, and growth of quality CTE programs which meet program criteria based on the quality indicators: RCW 28A.700.010; Career and Technical Education Program Standards (Foundation; Exploratory; and Preparatory); OSPI requirements; CEDARS reporting; Perkins Act of 2006 (Section 113 (2) (A); Section 134 (3) through (12); and Perkins Assurances.

CTE Agriculture Education:

- Minimum of 15 days/112.5 hrs. up to 30 days/225 hrs.
- Preapproved for Base Level CTE Extended Time activities - 37.5 hrs. (Appendix I)
- The FFA chapter's POA/POW with expected time for activities included for review and approval before additional 10/days 75 hrs. for CTSO hours are approved. Must be submitted prior to June 15 for the upcoming school year.
- Remaining hours up to the teacher's maximum require prior agreement and written approval by the director before starting or by September 30th of the contracted year. (Appendix I)

CTE Education:

- Maximum 5 days/37.5 hrs. for 0.1 - 0.5 CTE FTE Teacher
- Minimum of 5 days/37.5 hrs. up to 10 days/75 hrs. for 0.6 - 1.0 CTE FTE. Prorated based upon FTE.
- Vocational/CTE Agriculture: Minimum of 15 days/112.5 hours up to 30 days/225 hrs.
- Vocational/CTE Business: Minimum of 15 days/112.5 hours up to 30 days/225 hrs.
- All CTE teachers are preapproved for Base Level CTE Extended Time activities - 37.5 hrs. (Appendix I)
- Remaining hours up to a teacher's maximum require prior agreement and written approval by the director before starting or by September 30th of the contracted year. (Appendix I)

Available hours not pre-approved by September 30th will be available for pre-approved unclaimed hours at the end of the year. After June 30 of each school year, the District will compile and share with CTE staff the number of unclaimed hours remaining in the CTE budget (based on the above maximums) and distribute that remaining funding to CTE employees who have performed pre-approved hours over their maximum allocations. Pre-approval of the CTE Director is required for these excess hours. If budgeted funds do not cover all pre-approved hours exceeding the maximums, the funding will be distributed proportionately, based on the program funds available to those employees with excess, pre-approved hours.

1. CTE Activities are based upon hours of required activities performed beyond normal classroom periods of instruction and related to the specific Vocational/CTE program requirements, CEDARS reporting, and CTE standards. Some activities might require a teacher to postpone their normal preparation period to an extended day time in order to accommodate student schedules. Required activities include attendance at all scheduled CTE advisory board meetings.
2. Each year begins on July 1 and ends on June 30
3. Earned hours must be documented on Appendix I as they are completed and submitted in a timely manner, preferably the month after completion, to the CTE Director for verification and approval for payment to prevent potential delays in processing.

4. Available hours (up to the max total for the department) not pre-approved by September 30th may be available for CTE teachers to claim for additional hours during the school year depending their pre-approval by the director and alignment with program needs and activities stated in Appendix I.
5. Questions or concerns about submitted activities must first be discussed between the Director and individual instructor.
6. Alternative activities for any rejected activities shall be allowed upon approval of the Director.
7. The CTE Director shall not act in an arbitrary or capricious manner in the approval of activities.

APPENDIX C-1 – EDUCATIONAL STAFF ASSOCIATES OBSERVATION FORM

ESA _____

Position _____

=====

Type of visit _____ Planned Drop-in

Date of visit _____ From: _____ To: _____ Length of visit _____

=====

S = Satisfactory

NI = Needs Improvement

U = Unsatisfactory

S	NI	U	KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD
S	NI	U	SPECIALIZED SKILLS
S	NI	U	MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT
S	NI	U	THE ESA AS A PROFESSIONAL
S	NI	U	INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

Observer's Signature _____

Date Delivered to ESA _____ *

*A post-observation conference must be held if "U" (unsatisfactory) is indicated in any area.

Date of Observation Conference _____

APPENDIX C-2 - EDUCATIONAL STAFF ASSOCIATES (ESA) EVALUATION REPORT FORM

Type of Evaluation
 ___ Annual

NAME: _____

SCHOOL: _____

___ 90-Day
 ___ Other

POSITION _____

(If less than full time, specify)

It is my judgment, based upon adopted criteria, that the above-named person's overall performance has been _____ during the evaluation period.
(satisfactory or unsatisfactory)

 Supervisor's Signature

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

CRITERIA <i>(refer to list of adopted criteria)</i>	STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT/ SUMMARY OF PERFORMANCE <i>(comments must be made in each category)</i>
KNOWLEDGE & SCHOLARSHIP IN SPECIAL FIELD	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
SPECIALIZED SKILLS	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
MANAGEMENT OF SPECIAL & TECHNICAL ENVIRONMENT	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
THE ESA PERSON AS A PROFESSIONAL	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
INVOLVEMENT IN ASSISTING PUPILS, PARENTS, & EDUCATIONAL PERSONNEL	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory

Additional comments and recommendations:

Recommendations from previous evaluations:

Progress toward satisfying previous recommendations:

Recommended improvement for next year:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Date

ESA

APPENDIX D - GRIEVANCE REVIEW REQUEST FORM

STEP I

- A. 1. Name _____
2. Date of occasion giving rise to grievance _____
3. Date of filing _____
4. Position/ Title _____
5. Building Assignment _____

B. 1. Statement of grievance:

a. Situation leading to grievance:

b. Specific violations:

c. Steps taken to resolve grievance:

2. Specific relief requested, including provision(s) justifying the relief, if any:

3. _____
Grievant's Signature _____ Date _____

C. 1. Immediate supervisor's Step I response, including provision(s) justifying the response, if any:

2. _____
Supervisor's Signature _____ Date _____

3. Grievant's response:

- ___ a. I accept the Supervisor's response
___ b. I reject the Supervisor's response and appeal to Step II
(see details)

Grievant's Signature _____ Date _____

STEP II

A. Superintendent's Step II response, including provision(s) justifying the response, if any:

Superintendent's Signature

Date

B. Grievant's response:

- 1. I accept the Superintendent's response
- 2. I reject the Superintendent's response and appeal to Step III
(see details attached)

Grievant's Signature

Date

STEP III

A. Date appealed to arbitration _____

WVEA President's Signature

Date

APPENDIX F - 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.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULE OR ORDER:** "Were the District's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business, and (b) the performance that the employer might properly expect of the employee?"
3. **INVESTIGATION:** "Did the District, 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 District'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 District applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the District 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 District?"

*The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

APPENDIX G – CERTIFICATED EMPLOYMENT CONTRACT

It is hereby agreed by and between the Board of Directors of West Valley School District #208 of Yakima County, State of Washington, hereinafter called the District, and

NAME:

LOCATION:

POSITION:

FTE:

CERTIFICATE NUMBER:

SALARY PLACEMENT:

YEARS OF EXPERIENCE:

BASE SALARY:

Contract Type (Provisional, Continuing, Leave Replacement)

It is hereby agreed by and between the Directors of West Valley School District No. 208, Yakima County, State of Washington, herein after called the District and the person named above, herein after called the Employee, the holder of a valid Washington State Certificate, that the so-named shall be employed in said District.

The provisions of this contract are subject to the laws of the State of Washington, Washington Administrative Code, Superintendent of Public Instruction directives, and West Valley School District Policies and Procedures.

A first-year employee in the District acknowledges and agrees that he/she is a "provisional employee" within the definitions of RCW 28A.405.220, Common School Laws of Washington, and is subject to those provisions.

This contract is subject to the terms of the negotiated agreement between the West Valley School District No. 208 and the West Valley Education Association.

The employee shall be subject to assignment or reassignment, or transfer by the Superintendent of the District.

This contract does not become effective until, as provided by law, the Employee registers a valid teaching certificate and any other required credential with the Superintendent of Public Instruction.

This instrument must be signed by the employee and returned to the Human Resources Office of the District within **fifteen** days from the date shown above. The employee further affirms that he/she is not bound by any other contract which might interfere with the performance of duties.

By signing this instrument, the employee named herein agrees to its terms. It will become a valid and binding contract only upon approval by the Board of Directors of West Valley School District No. 208, Yakima County, Washington.

Employee's Signature

Date

District Superintendent

APPENDIX H- ENRICHMENT VERIFICATION FORM

WEST VALLEY SCHOOL DISTRICT # 208

DIRECTIONS: FILL OUT AND RETURN TO YOUR BUILDING PRINCIPAL AT LEAST THREE (3) DAYS PRIOR TO THE LAST STUDENT DAY.

VERIFICATION OF ENRICHMENT

I, _____ verify that I have fulfilled the conditions of working optional time performed beyond the contracted basic education work year and workday, all in accordance with the Collective Bargaining Agreement between the West Valley School District and the West Valley Education Association.

Teacher's Signature Date

Principal's Signature Date

DISTRICT OFFICE APPROVAL

Superintendent's Signature Date

Budget code(s):	_____	_____	2800	_____		
		Prog#	Act	Obj	Loc	

APPENDIX I Career and Technical Education

Base Level CTE Extended Time Activities

All teachers teaching 0.1-1.0 CTE FTE are pre-approved for these extended time activities.

Suggested Hours	Activity	Description	Possible Evidence
7.5	Advisory Meeting	<ul style="list-style-type: none"> ● Reginal Advisory Meeting with businesses, post-secondary, and local districts. ● Regional Program Advisory meetings with business and local districts. ● District Advisory meeting with business partners and others. 	Meeting minutes Sign in sheets
4	OSPI Paperwork	<ul style="list-style-type: none"> ● State required paperwork and assurances for instructor, program, and course compliance. 	Program Eval CTE Binder WBL reporting
15	CTSO	<ul style="list-style-type: none"> ● State approved Career and Technical Student Organization. Activities completed outside of the contract day. 75% student contact time with a minimum of 4 students participating. 	CTSO Roster Meeting Agenda POW/POA
7.5	CTE Staff Meetings	<ul style="list-style-type: none"> ● Individual, building, or district level CTE meeting: new information, updates, PLC, paperwork assistance, frameworks, program planning. 	Agenda Sign in
3.5	Certifications	<ul style="list-style-type: none"> ● Current First Aid/CPR/AED Cert. ● Work on earning or incorporating an IRC certification in program area. 	Certification

Options for Remaining CTE Extended Time

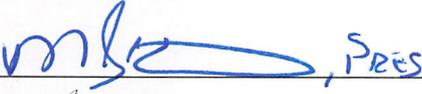
0.5 - 1.0 FTE CTE teachers are able to select activities from this list that align to their program needs/requirements and grade level taught.

Suggested Hours	Activity	Description	Possible Evidence
4	Program Promotion	<ul style="list-style-type: none"> Event to promote program, family, and community engagement. 	Submitted forms, flyers/emails, agenda
7.5	Industry Engagement	<ul style="list-style-type: none"> Business tour, meeting with employers and related agencies, connections for work-based learning. 	Agenda, description WBL for students
3.5	Certifications	<ul style="list-style-type: none"> Industrial Recognized Credential integration into curriculum. Students taking the IRC as part of the course/program. 	IRC in framework Students earning IRC
7.5	CTSO	<ul style="list-style-type: none"> State approved Career and Technical Student Organization. 75% student contact time with a minimum of 4 students participating. 	Meeting agenda POW/POA
3.5	Lab Facilities	<ul style="list-style-type: none"> Lab safety updates, maintenance, equipment installation and upkeep. 	Description of work
4	Dual Credit	<ul style="list-style-type: none"> Post-Secondary Dual Credit Agreement: development, maintenance, paperwork, meetings with partner institution. 	Dual Credit agreement Student paperwork
3.5	Frameworks	<ul style="list-style-type: none"> Updating standards, activities, assessments in framework. 	Updated framework
4	OSPI Paperwork	<ul style="list-style-type: none"> State required paperwork and assurances for instructor, program, and course compliance. 	State reporting
	Other	<ul style="list-style-type: none"> Planned and approved activity with director. 	As determined

SIGNATORIES

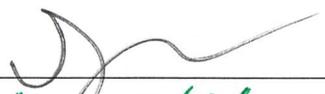
The parties agree that prior to any ratification vote, both bargaining teams will review a draft copy of the final Agreement. All differences in language will be reconciled prior to submitting text to the Board and membership.

FOR THE DISTRICT

 PRES

Jim Keadle
Steph Wilcox

FOR THE ASSOCIATION


Robert F. Hobbs
May Ann
Rachel Wood
Kurt



Chief Negotiator

Ally Strick
Chief Negotiator

I hereby certify that the Agreement for the 2024-2027 school years was formally ratified.

 FINE
District Signature

Heidi Mochel
Association Signature

Ratification date: 5/20/24