

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COLUMBIA SCHOOL DISTRICT #206**

**AND**

**NORTHWEST COLUMBIA EDUCATION ASSOCIATION**

**September 1, 2019 through August 31, 2022**



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## **PREAMBLE**

This Agreement is entered into by and between the Columbia School District, acting through its Board of Directors, and the Northwest Columbia Education Association. Hereinafter, the Columbia School District shall be referred to as "the District"; its Board of Directors shall be referred to as "the Board"; and the Northwest Columbia Education Association as the "NWCEA"; and the District, Board and NWCEA shall collectively be referred to as "the Parties."

## **ARTICLE I - THE AGREEMENT**

### **Section 1 – Recognition**

- A. The Board recognizes the NWCEA as the sole and exclusive bargaining representative for all certificated employees included in the bargaining unit as described hereinafter.
- B. Representation shall cover all certificated employees who hold valid contracts with the District, on leave, or who are nonsupervisory or non-administrative employees.
- C. The term "employee" shall mean any certificated employee when used hereinafter and shall refer to those employees represented by the NWCEA.

### **Section 2 - Status of the Agreement**

At the completion of the negotiations there will be a sign off as to time and date agreed on by both parties as to ratification or rejection. The NWCEA shall be given up to ten (10) school days to ratify or reject.

This Agreement shall become effective when ratified first by the NWCEA, followed by the Board and executed by the authorized representatives. The Agreement may be amended only with mutual consent of the parties, subject to the terms of this Agreement.

The administration of this Agreement may be discussed on a monthly basis with the Superintendent or his designee. Prior notification shall be given the appropriate designee in order that a mutual time may be arranged between the administration and the NWCEA.

### **Section 3 - Conformity to Law**

If any provision of this Agreement shall be found to be contrary to law by a tribunal of competent jurisdiction, such provision shall have effect to the extent permitted by law, but the remainder of the Agreement shall continue in effect for the duration of the Agreement.

#### **Section 4 - Distribution of the Agreement**

Within thirty (30) workdays following the ratification of the Agreement by both parties, the NWCEA shall print and distribute copies of the Agreement. Additional copies will be available for public use by District patrons. District will give a copy of Agreement to new teachers when they sign their contract.

The cost of copying and distributing the Agreement as well as that of any amendments, shall be divided equally by the District and the NWCEA. Both parties to the Agreement shall mutually determine the format utilized. New teachers shall be advised of the Master Contract at the time of hiring and copies made available by the District office.

#### **Section 5 - Contract Compliance**

All individual teacher contracts between the Board and an individual teacher heretofore executed shall be subject to, and consistent with, the terms and conditions of this Agreement.

#### **Section 6 - Certificated Employee Contract**

- A. The District shall provide each renewed teacher a contract for assignments in conformity with Washington Law, State Board of Education regulation and this Agreement.
- B. Four (4) copies of the contract shall be given to the teacher for signature. One (1) copy shall be retained by the teacher at time of signing. After formal signature by the Superintendent, one (1) copy will be returned to the teacher.
- C. The length of an assigned teaching contract shall be one hundred eighty (180) days, or the number of state funded days as provided by the State Legislature. WAC 180-44-010 shall be maintained and carried out.

## **ARTICLE II - RIGHTS**

### **Section 1 - NWCEA Rights**

- A. The NWCEA may use the school building facilities for meeting outside of school hours when such facilities are not in use. In all cases, the NWCEA shall request permission from the Superintendent or designee.
- B. The NWCEA may post bulletins and NWCEA information on the bulletin board in the faculty lounge.
- C. The NWCEA may use the District's computers, copiers, calculation machines and audiovisual equipment, when not in use, provided that the NWCEA shall reimburse for costs incurred, and provide its own paper and other materials necessary for the duplicating process.
- D. The NWCEA shall have access to the District affairs which are a matter of public information the same as any citizen upon request in person. Any duplication costs in excess of one (1) copy shall be borne by the requesting party.

### **Section 2 - Dues Deductions**

- A. On or before the day following Labor Day of each school year, the NWCEA shall give written notice to the District of the dollar amount of dues and assessments of the NWCEA for the coming school year. Payroll deductions, authorized by the employee, shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Teachers who commence employment after September or terminate employment before June shall have their deductions prorated at one tenth (1/10) of the total annual amount for each month the teacher is employed. In any event, such dues deductions shall continue until the employee(s) request in writing the discontinuation of dues deductions.
- B. The District agrees to promptly remit to the NWCEA all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- C. The NWCEA agrees to reimburse any teacher from whose pay dues were deducted, those sums in excess of the total amount due to the NWCEA at that time, provided the NWCEA actually received the excessive amount.



### **Section 3 - Teacher Rights**

The provisions of this Agreement shall be equitably applied to all employees.

### **Section 4 - Academic Freedom**

- A. As a vital component of academic freedom teachers shall be accountable and responsible for decisions regarding methods of instruction and the use of materials for instruction of the students, subject to Board policy.
- B. Employees subject to this Agreement shall be free to think and express ideas. Such freedom shall be unrestricted except as it deviates from the responsibility to utilize District courses of study, administrative guidance and Board policy.
- C. Academic freedom may be defined as the right of a qualified employee to encourage freedom of discussion in the classroom and to develop in students a love of knowledge and a desire to search for truth.

### **Section 5 - Personnel Files**

- A. One (1) personnel file shall be maintained in the District for each employee. Contents of the file may include, but not be limited to, evaluation reports, copies of annual contract, teaching certificates and transcripts.
- B. Material placed in the employee's permanent personnel file shall be available for review, provided that the employee shall arrange for an appointment with the Superintendent or designee. Such review may be conducted in the presence of a District administrator or designee.
- C. Materials reviewed by the employee and judged to be derogatory to the employee's conduct, service, character, or personality may be answered by the employee in writing. Such responses shall become a part of District personnel records.
- D. Teachers shall be notified within twenty (20) days of receipt or composition of any material which the Superintendent deems necessary for inclusion in the personnel file.
- E. Personnel files may, by employee request, be subject to a yearly review by the employee and administration for the purpose of deleting material mutually deemed unnecessary by employee and administration.

**Section 6 - Just Cause**

An individual's employment status shall not be adversely affected without just cause.

**Section 7 - Hold Harmless**

Liability insurance coverage for employees shall be provided to the extent required by law.

## **ARTICLE III - LEAVES**

### **Section 1 - Sick Leave**

The District shall grant each FTE, full-time, certificated staff member, twelve (12) sick leave days annually. Staff who work less than full time will be prorated on the basis of one sick leave day per month employed. The District may require a signed statement from a physician for those absences in excess of five consecutive days. If sick leave benefits are exhausted, the Board of Directors may grant leave without pay for the balance of the year upon the recommendation of the Superintendent.

When a staff member is rehired by the District, he/she will be credited with any sick leave accumulated in the District prior to his/her original termination.

When an employee must be absent due to illness, injury, pregnancy, miscarriage or childbirth, the employee shall notify the immediate supervisor as soon as possible. In any event, such notification, except in emergency situations as deemed appropriate by the Superintendent, shall be given to the appropriate supervisor at least two (2) hours prior to the commencement of the teacher's workday. Failure of the employee to render proper notification may, at the discretion of the Superintendent, result in a pay deduction for the cost of a substitute. Upon return to work, the employee shall notify the appropriate supervisor not later than two (2) hours prior to commencement of the workday. Failure to provide such notification shall result in a salary deduction for the cost of a substitute.

At retirement, any unused sick leave shall be reimbursed by the District at a rate of four (4) days leave for one (1) days pay.

### **Annual Sick Leave Cash-Out: (WAC 357-31-150)**

Employees can cash in unused sick leave days above and accumulation of 480 hours (60 Day) at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, he/she can cash out their unused sick leave in January of each year, an employee whose sick leave balance at the end of the previous year exceeds four hundred eighty hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No sick leave hours may be converted which would reduce the calendar year-end balance below four hundred eighty (480) hours.

### **Section 2 - Maternity Leave**

- A. A staff member may use accumulated paid sick leave for the period of actual disability attributable to pregnancy. In addition, the District shall grant a leave of absence without pay or fringe benefits upon the member's request for the period of her actual disability due to pregnancy. The District may grant additional leave without pay or fringe benefits for the balance of the school year in which the baby is born. During such a leave of absence, the staff member may pay the District his/her share of any insurance benefits program in order to maintain those benefits.
- B. General Provisions and notice requirement: The staff member who becomes pregnant shall notify her immediate supervisor and the Superintendent of her condition by the beginning of the fifth (5th) month of pregnancy. At the time of her request the staff member shall indicate in writing, to her immediate supervisor and the Superintendent, which of the following she wishes to request:
1. A maternity leave for the period of her actual disability due to pregnancy;
  2. An extended maternity leave for a period of time longer than her actual disability but less than one (1) year. (The extended portion of this leave shall be subject to the discretion of and approval by the Board of Directors. The staff member's notification shall include an estimate of dates of beginning and termination of the leave); or
  3. The termination of her employment by resignation.
- C. Determination of beginning and ending dates:
1. For a staff member who desires to continue her employment until her actual disability and to return as soon as her disability has ceased:
    - a. The staff member shall be allowed to work as long as she is capable of performing her normal work functions and the duties of her job and so long as her personal physician or licensed practitioner concurs in writing. The official date of leave shall not begin until the school day following the day, she leaves the job.
    - b. The staff member shall return to her duties when she is physically able to perform her duties. Within thirty (30) days after childbirth the staff member shall notify the Superintendent of the specific date when she will return to work, and she shall notify the Superintendent not later than fourteen (14) days before the intended date of return. If the staff member desires to return to her duties within sixty (60) days of childbirth, her personal physician or licensed practitioner

must certify that the staff member is in good health and ready to assume her duties.

2. For a staff member whose leave request is to commence prior to the period of disability and/or extend beyond the disability period:
  - a. The staff member's request for an extended leave may be granted upon the approval of the administration, and the specific dates of leave shall be determined by the District after consideration of the goals of the educational program and of the District, and the desires of the staff member together with the recommendation of her personal physician or licensed practitioner. Extension of a full year's maternity leave to the beginning of the next school year may be available, with the consent of the Board of Directors, where the year's leave period will expire after the beginning of the fourth quarter of the school year.
  - b. The staff member shall return to her duties when the leave grant expires. If still disabled due to pregnancy, miscarriage, abortion, childbirth or recovery, she shall return when she is physically able to perform her duties. Such further leave necessity must be verified, in writing, by her personal physician or licensed practitioner.

### **Section 3 - Family Illness and Bereavement**

The District shall allow each full-time staff member three (3) days of leave per year in the event of serious illness within the immediate family, which shall include parents, spouse and children, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, and or father-in-law. Any leave under terms of this section shall be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave shall be granted without pay.

The District shall allow each full-time staff member a maximum of five (5) days leave for each death of a husband, wife, mother, father, son, daughter, son-in-law, and daughter-in-law. This bereavement leave is not to be deducted from sick leave.

A maximum of three (3) days shall be allowed for each death of a grandmother, grandfather, granddaughter, grandson, sister, brother, mother –in-law, father in-law, brother-in-law, and sister-in-law. Concurrent deaths shall be treated as a single occurrence with respect to the length of leave granted. This bereavement leave shall be deducted from sick leave.

One (1) day leave with pay and an additional two (2) days without pay may be taken for the death of a close friend, upon administration approval.

In unusual cases where extreme hardship is evident or extensive travel is required the District may grant bereavement leave in addition to the days specified above.

#### **Section 4 - Birth of a Child, Adoption**

The District shall grant two (2) days of leave per school year to a full-time male staff member in the event of the birth of his child or the adoption of a child.

Any leave used under terms of Section 4 shall be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave shall be granted without pay.

#### **Section 5 - Jury Duty and Subpoena Leave**

The District shall grant leaves to staff for the days they are required to serve on a jury. Any compensation received by a staff member for jury duty performed on a contract day is to be reimbursed to the District. The District shall grant a maximum of two (2) days leave (witness fees to be reimbursed to the District) to staff subpoenaed as witnesses in court or other legal proceedings, provided that a leave with pay shall not be granted to a staff member for a case brought or supported by a staff member, union or association or for a case in which the staff member has a direct or indirect interest in the proceedings which is against the District.

#### **Section 6 - Emergency Leave**

Emergency leave may be granted for not more than two (2) days per year. Emergency leave may be taken in the case of emergencies as defined in the following:

1. The problems must have been suddenly precipitated and be of such nature that preplanning is not possible or could not relieve the necessity for the staff member's absence.
2. The problem cannot be one of minor importance or of mere convenience but must be of a serious nature.
3. Exceptions may be granted by the Superintendent. Any leave used under terms of this policy shall be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave shall be granted without pay.

### **Section 7 - Professional Visitation**

Teachers shall be granted leave with pay plus compensation for expenses as well as District allowed mileage for all meetings required as part of their teaching responsibilities when the meeting is required/approved by the Superintendent.

### **Section 8 - Personal Leave**

Teachers shall be granted three (3) personal leave days with pay at the beginning of each school year. In addition, teachers can “earn” up to two (2) additional personal days each year as compensating time for work beyond the contracted hours and beyond those responsibilities outlined in WAC 180-44. Such work must be pre-approved by the Principal/Superintendent and documented on timesheets before it is considered “earned”. Teachers should request the use of personal days one (1) week in advance. Generally, only two (2) teachers will be approved for personal days on the same school day. Exceptions to this limit will be considered by the principal. Teachers may elect to carry unused personal days forward to the next school year to obtain a maximum balance of five (5) personal days. Any remaining unused personal days at the end of the school year will be paid to the teacher at the substitute teacher rate of pay.

## **ARTICLE IV - CERTIFICATED STAFF EVALUATION**

### **Section 1 - Definitions**

- A. The term “**Artifacts**” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the evaluation system. Artifacts should not be created specifically for the evaluation system.
- B. The term “**Certificated Support Personnel**” shall mean counselors, librarians and other bargaining unit members who do not meet the definition of Classroom Teacher. Certificated support personnel will be evaluated using the short-form or long-form evaluation.
- C. The term “**Classroom Teacher**” shall mean certificated staff (including art, music, and P.E., and world language specialists) with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teacher” or “teacher” does not include certificated support personnel.
- D. The term “**Component**” shall mean the sub-section of each criterion.
- E. The term “**Employee or Employees**” shall mean both classroom teachers and certificated support personnel who are members of the bargaining except where otherwise specified.
- F. The term “**Evaluation**” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, inform professional practice and assess total job effectiveness.
- G. The term “**Evaluation Criteria**” shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
- H. The term “**Evaluation Report**” shall mean that document which becomes a part of the employee’s personnel file.
- I. The term “**Evaluator**” shall mean the building principal/designee of the employee being evaluated.
- J. The term “**Evidence**” shall mean any artifact, observed practice or results of the classroom teacher’s work that demonstrates the teacher’s ability and skills in relation to the instructional framework. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher’s level of performance. It should be gathered from the normal course of employment.
- K. The term “**Instructional Framework**” shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the CELL 5D Framework for Teaching Evaluation as the basis of the evaluation process.



L. The term “**Not Satisfactory**” shall mean:

1. Provisional and continuing contract teachers: Receiving a summative score of Unsatisfactory or Level 1 is not considered satisfactory performance.
2. Continuing contract teachers with more than five (5) years teaching experience in the state of Washington: Receiving a summative score of Basic or Level 2 for two (2) years in a row or two (2) years within a consecutive three-year period, is not considered satisfactory performance.

M. The term “**Observation**” shall mean the gathering of evidence made through classroom or worksite visits or other visits, work samples or conversations.

1. A “**Formal Observation**” shall mean a documented observation that is prescheduled.
2. An “**Informal Observation**” shall mean a documented observation that is not required to be pre-scheduled.

N. The term “**Provisional Employee**” shall mean any employee in a teaching or other nonsupervisory certificated position during their first three (3) years of employment. Provisional employees are subject to nonrenewal of contract during the first three (3) years of employment. If the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, the employee shall be a provisional employee in their first year of employment.

1. The Superintendent may decide to remove an employee from provisional status if the employee receives one (1) of the top two (2) evaluation ratings during the second year of employment by the District.
2. Provisional status shall include any employee who is re-employed with the District after a break in service.

O. The term “**Rubrics**” shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.

P. The term “**Scoring Band**” shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

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

Component scores within a criterion and the included student growth scores will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with the fractions below .5 will be rounded down and all fractions .5 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

- Q. The term “**Student Growth**” shall mean the change in student achievement in subject matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.
- R. The term “**Student Growth Data**” shall mean data that is relevant to the teacher and subject matter. It must be a factor in the evaluation process and may include formative and summative measures, school-wide and/or district-wide assessments.
- S. The term “**Summative Performance Ratings**” shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient and Level 4 = Distinguished.

## **Section 2 - Responsibility for Evaluation**

It is the responsibility of a principal or his/her designee to evaluate all certificated classroom teachers in his or her school using the board’s adopted minimum criteria.

## **Section 3 - Comprehensive Evaluation:**

- A. Certificated classroom teachers will receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight (8) evaluation criteria and all criteria must contribute to the comprehensive summative evaluation performance rating. The evaluation must include an assessment of the criteria using the CELL 5D Instructional Framework rubric and the OSPI approved student growth rubrics. More than one (1) measure of student growth data must be used in scoring the student growth rubrics.
- B. Certificated classroom teachers will receive an annual comprehensive summative evaluation if they are provisional employees under RCW 28A.405.220 or received a comprehensive summative evaluation performance rating of Level 1 or Level 2 in the previous school year.
- C. A certificated classroom teacher with four (4) years of satisfactory evaluations in the district may be transitioned into the revised evaluation system using a focused evaluation and will then be evaluated on the six (6) year cycle for comprehensive evaluation.
- D. Certificated classroom teachers who are not provisional will receive a focused evaluation in the years when a comprehensive summative evaluation is not required if they received a comprehensive summative evaluation performance rating of Level 3 or above in the previous school year. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.
- E. A certificated classroom teacher who is not provisional whose performance does not meet minimum requirements will be notified in writing of the specific deficiencies and afforded a reasonable program for improvement.

## **Section 4 - Focused Evaluation**

- A. Certificated classroom teachers will be observed for the purpose of focused evaluation twice each school year for a total observation time of no less than sixty (60) minutes.

- B. The focused evaluation will include, at a minimum:
1. One (1) of the eight (8) criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
  2. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
  3. The evaluation must include an assessment of the criterion using the CELL 5D Instructional Framework rubrics and the OSPI approved student growth rubrics. More than one (1) measure of student growth data must be used in scoring student growth rubrics.
- C. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6, or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.

(Note: Focused score is not calculated. Old score is used.)

- D. Certificated classroom teachers may apply the focused evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the professional educator standards board.
- E. The score received for the focused evaluation is the final summative score from the most recent comprehensive evaluation. This will, in no case, be less than Proficient. If the teacher has provided evidence of exemplary practice on the chosen focused criterion, the teacher will receive a summative score of Distinguished.

### **Section 5 - Requirements for Completion of an Evaluation:**

- A. The performance of certificated classroom teachers will be observed twice a year, for a total observation time of not less than sixty (60) minutes. New staff will be observed for the purpose of evaluation at least once for a total observation time of not less than thirty (30) minutes within ninety (90) calendar days after employment. An employee in the third year of provisional status will be observed at least three times for a total observation time of not less than ninety (90) minutes.
- B. All certificated classroom teachers, except those on focused evaluation, including new employees, shall be evaluated annually, such evaluations are to be completed no later than May 1 of the year in which the evaluation takes place.
- C. If an educator is transferred to another position under a different supervisor's jurisdiction, an evaluation shall be made at the time of such transfer by the previous supervisor.
- D. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- E. If the principal or Superintendent contemplates recommending that an educator be placed on probation, an evaluation shall be made on or before January 20.

### **Section 6 – Observations**

- A. Certificated classroom teachers will be observed for the purposes of a summative comprehensive evaluation or a focused evaluation at least twice each school year in the performance of their duties for a total observation time of no less than sixty (60) minutes.

- B. New certificated classroom teachers will be observed in the performance of their duties at least once during the first ninety 90 calendar days of their employment for a total observation time of no less than thirty (30) minutes.
- C. Certificated classroom teachers in the third year of provisional status will be observed in the performance of their duties at least three times during the school year for a total observation time of no less than ninety (90) minutes.
- D. Each certificated classroom teacher will have the opportunity for confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance.
- E. Additional Observations: In addition to observations required under the comprehensive evaluation or focused evaluation, the Superintendent and/or principal may make evaluations at any time during the school year. These evaluations may cover individual observations for such period of time as may be identified in the evaluation report. Any evaluation shall be for the purpose of improving employee performance.
- F. Observation Reports: The evaluator/observer will promptly document the results of the observation or series of observations and will, within three (3) days after the report is completed (RCW 28A.405.100), provide a copy of the report to the certificated classroom teacher. The report will be completed within five (5) days of the observation. The certificated classroom teacher/certificated support personnel will sign the district's original report to indicate that he/she has received a copy, although the signature does not necessarily imply agreement with the contents of the observation report. The evaluator will provide the certificated classroom teacher/certificated the opportunity to attach written comments to his/her report, and then ensure each observation report is placed in that individual's working file.

## **Section 7 - Analysis of Evidence**

The evaluator will analyze the evidence observed according to the appropriate criterion, the instructional framework and student growth rubrics. The evaluator will calculate all criterion scores to derive an overall summative score and then determine the final four-level rating (summative performance rating) based on the OSPI summative evaluation scoring band. In evaluating certificated classroom teachers, student input may be included.

## **Section 8 - Summative performance ratings**

- A. Level 1: Unsatisfactory. Professional practice shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.
- B. Level 2: Basic. Professional practice shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.
- C. Level 3: Proficient. Professional practice shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened

and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

- D. Level 4: Distinguished. Professional practice at is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth and collaborative practice.

### **Section 9 - Student Growth Impact Rating:**

- A. Upon completing the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the student growth impact rating.
- B. The evaluator will determine the student growth impact according to OSPI's student impact rating scoring band. A student growth score of '1' in any of the rubric rows will result in an overall low student growth impact rating.
- C. The evaluators will analyze the student growth score in light of the overall summative score and determine the outcomes.

### **Section 10 - Student Growth Rating Outcomes:**

- A. Certificated classroom teachers with a preliminary rating of Distinguished with low student growth rating will receive an overall Proficient rating.
- B. Certificated classroom teachers with a low student growth rating will engage with their evaluator in a Student Growth Inquiry.
- C. Certificated classroom teachers with a preliminary rating of Distinguished with average or high student growth rating will receive an overall Distinguished rating and will be formally recognized and/or rewarded.
- D. Evaluations of certificated classroom teachers with a preliminary rating of Unsatisfactory and high student growth rating will be reviewed by the evaluator's supervisor.

### **Section 11 - Student Growth Inquiry:**

Within two months of a certificated classroom teacher receiving a low student growth score or at the beginning of the following school year, the evaluator will initiate one or more of the following:

- A. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices;
- B. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance and extent to which standards, curriculum and assessment are aligned;
- C. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- D. Create and implement a professional development plan to address student growth areas.

**Section 12 – Evaluation of Certificated Support Personnel/Certificated Support Person (including, but not limited to: Counselor, Physical Therapist, School Psychologist):**

- A. Certificated Support Personnel/Certificated Support Person: A certificated employee who provides services to students and holds one or more of the education staff associate (ESA) certificates pursuant to WAC 181-79A-140(5). ESA certification includes school speech pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, and school social workers.
- B. The superintendent will establish a revised evaluation process using the minimum criteria for certificated support personnel developed by the Superintendent of Public Instruction.
- C. Evaluation Criteria: All certificated support personnel/certificated support person shall be evaluated by the minimum criteria for evaluation of certificated classroom teachers listed below:
  - 1. Knowledge and scholarship in special field
  - 2. Specialized skills
  - 3. Management of special and technical environment
  - 4. Professionalism
  - 5. Involvement in assisting students, parents, and staff
- D. Requirements for Completion of an Evaluation:
  - 1. Certificated support personnel will be observed in the performance of their duties at least twice each school year. At least one observation will be for no less than thirty (30) minutes. Total observation time for each employee for each school year will not be less than sixty (60) minutes. Certificated Support Personnel/Certificated Support Person must be evaluated using either a focused or comprehensive evaluation.
  - 2. New employees (also referred to as Provisional) will be observed in the performance of their duties at least once during the first ninety (90) calendar days of their employment for a total observation time of no less than thirty (30) minutes.
  - 3. Employees in the third year of provisional status will be observed in the performance of their duties at least three times during the school year for a total observation time of no less than ninety (90) minutes.
  - 4. Each certificated support personnel shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance.
  - 5. Certificated Support Personnel/Certificated Support Person shall be evaluated annually, such evaluations are to be completed not later than May 1 of the year in which the evaluation takes place.

6. If a certificated support personnel/certificated support person is transferred to another position under a different supervisor's jurisdiction, an evaluation shall be made at the time of such transfer by the previous supervisor.
7. If a certificated support personnel/certificated support person resigns during the school year, a final evaluation shall be completed prior to the resignation date.
8. If the principal or Superintendent contemplates recommending that a non-provisional certificated support personnel/certificated support person be placed on probation, an evaluation shall be made on or before January 20.

E. Evaluation Results for Certificated Support Personnel: Evaluation results for certificated support personnel will be used to:

1. Acknowledge, recognize and encourage excellence in the certificated support person's professional performance;
2. Document the level of performance by an employee of his/her assigned duties;
3. Identify discrete areas according to the criteria included on the evaluation instrument in which the employee may need improvement;
4. Document performance by an employee judged unsatisfactory based on the district evaluation criteria.

### **Section 13 - Evaluation Procedures:**

1. Within three (3) days of completion of an evaluation report by the principal or other evaluator observer, the educator shall be provided a copy of the evaluation observation report. The report will be completed within five (5) days of the observation.
2. The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not imply that the employee agrees with the contents of the evaluation observation report.
3. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District office; or they may be forwarded to the District office within seven (7) school days following the evaluation conference or receiving the report.
4. Following the completion of each evaluation report required under paragraph 2c herein, a meeting shall be held between the principal, or other supervisor, and the employee to discuss the report.
5. In the event that any evaluation report indicates that the Educator has performance deficiencies in one or more of the overall areas defined in the evaluation criteria, the principal or other supervisor and the educator shall attempt to develop a mutually agreeable written plan designed to improve the educator's effectiveness in the deficient areas. The educator may request another educator or Association representative to assist in developing this plan. If the supervisor and educator are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver a plan to the educator.

### **Section 14 - Probation**

A. Notice of Deficiency and Reasonable Program for Improvement:

At any time after October 15, a non-provisional certificated classroom teacher/certificated support personnel whose work is not judged satisfactory based on district evaluation criteria will be given a Written Notice of Deficiency that lists specific areas of deficiencies and provides a reasonable program for improvement. For certificated classroom teachers, the following summative performance ratings mean that his/her work is not judged satisfactory:

1. Level 1
2. Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the Level 2 rating has been received for two consecutive years or for two years within a consecutive three-year time period.

B. Establishment of Probationary Period:

1. A probationary period of sixty (60) school days will be established for those non-provisional certificated classroom teachers/certificated support personnel whose work is not judged satisfactory. This period may be extended if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probation period is concluded before May 15 of the same school year.
2. For nonprovisional classroom teachers, the probation period may be extended to the following school year if the probationer has five (5) or more years of teaching experience and a comprehensive summative evaluation performance rating as of May 15 of Level 1.
3. The superintendent will establish the probationary period and provide the notice of deficiency to the probationer. The purpose of the probation period is to give the probationer the opportunity to demonstrate improvements in his or her area of deficiency. The establishment of a probationary period does not adversely affect the probationer's contract status within the meaning of RCW 28A.405.300.
4. During the period of probation, the probationer may not be transferred from the supervision of the original evaluator. The original evaluator must document any improvement of performance or probable cause for non-renewal before any consideration of a request for transfer or reassignment contemplated by either the probationer or the district can occur.
5. The evaluator may authorize one additional certificated staff member to evaluate the probationer and to aid them in improving their area of deficiency. Should the evaluator not authorize an additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational services district. Such additional certificated staff members will be immune from civil liability incurred or imposed during an otherwise good faith performance of an evaluation. Procedural errors occurring during a program for improvement do not invalidate the effectiveness of the plan or the ability to evaluate the probationer's performance.

C. Representation Rights - Individual Educator: An educator who has received written communication from his/her supervisor indicating deficiencies requiring improvement shall, at his request, be entitled to have a representative of their choice present at subsequent meetings with his/her supervisor when the elements of the initial written communication are to be dealt with. Once representation is requested, said representative must be available to meet within five (5) school days of notice given by the educator's supervisor. No action shall be taken prior to this meeting.

D. Evaluation During the Probationary Period:

1. During the probationary period the principal or other evaluator shall meet with the probationary educator twice monthly to supervise and make a written evaluation of the progress, if any, made by the educator.



2. The probationer will be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in the specific areas detailed in the notice of deficiency and in the program for improvement.
  3. Beginning with the probationary period, an educator may have an Association representative present during conferences.
- E. **Supervisor's Post-Probation Report:** Unless the probationary educator has previously been removed from probation, the principal or other supervisor 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 educator has improved and which shall set forth one of the following recommendations for further action:
1. That the educator has demonstrated sufficient improvement to justify the removal of the probationary status;  
or
  2. That the educator has not demonstrated sufficient improvement and action should be taken to nonrenewal the employment contract of the educator.
- F. **Lack of improvement while on probation:**
1. If a probationer does not show necessary improvement during the probation period, the evaluator will document the lack of necessary improvement and the superintendent will notify the probationer in writing that this constitutes grounds for a finding of probable cause for non-renewal as provided in RCW.28A.405.210.
  2. When a nonprovisional employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below Level 2 for two (2) consecutive years, the district will implement the employee notification of discharge within ten days of the second summative comprehensive evaluation or May 15, whichever occurs first.
- G. **Alternative assignment:**

Immediately following the completion of the probationary period that does not produce necessary performance changes detailed in the initial notice of deficiencies and program for improvement, a certified classroom teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year.

A certificated classroom teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance rating of Level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience or of Level 3 or above for a continuing contract employee with more than five (5) years of experience. The alternative assignment may not displace another staff member or adversely affect the certified classroom teacher's/certificated support personnel's compensation or benefits for the remainder of the contract year. In the event such alternative assignment is not possible, the district may place the staff person on paid leave for the balance of the contract term.

H. **Notification of discharge:**

If a contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below Level 2 for two (2) consecutive years, the district will, within ten (10) days of completion of the second evaluation or by May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

## **ARTICLE V - STAFF REDUCTION AND RECALL PROCEDURES**

### **Section 1 - Program and Staff Reductions**

Prior to the implementation of a layoff, the District agrees to meet and confer with the NWCEA regarding the necessity for reduction in force and to jointly explore alternatives. The District agrees to make a good faith effort to consider all sources available prior to laying off employees.

In the event of financial emergency such as loss of local school levy, decrease in school enrollment, or other serious revenue loss which necessitates reduction of program and corresponding reduction of staff, the following principles and procedures shall apply:

1. The professional integrity of all certificated staff members who are released from contract status because of District financial emergency shall be protected.
2. Such release of certificated staff members from contract status shall not in any way reflect on their professional competency or ethics.
3. The Board, on or before May 15, acting on the advice of the Superintendent concerning the financial resources of the District shall determine the extent of the modified program of educational services to be provided for the ensuing school year, and the positions to be eliminated.

### **Section 2 - Staff Retention and/or Layoff**

The term "layoff" as used herein refers to action by the Board reducing the number of teachers in the District due to economic reasons only. It does not refer to decisions to discharge or nonrenewal an individual teacher for cause. Teachers with valid contracts will not be laid off during any school year unless this provision should conflict with any RCW or statute requiring the Board of Directors to maintain budgetary solvency.

The manner of selection of certificated personnel which is required to implement the modified educational programs and services shall be as follows:

In an effort to eliminate the necessity of involuntary terminations, a reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following school year by reason of normal attrition as outlined below. Such vacancies shall not be filled except as indicated in Section 4 below.

1. Voluntary and mandatory certificated personnel retirements.
2. Normal certificated personnel resignations.
3. Leave of absence.

Before the implementation of the reduction in force procedure, the entire certificated staff will be offered the opportunity to make written application for a year's leave of absence without pay. The Board may grant such leave of absence if the granting of such leave would eliminate the necessity for involving termination of a certificated employee. Such permission shall not be withheld if such leave of absence, in the Board's opinion, will not further impair the modified educational program to be retained. At the end of such leave, the staff member will enter the employment pool and retain the seniority rights held prior to leave of absence.

### **Section 3 - Staff Retention Criteria**

All retained employees shall meet the following qualifications:

1. A valid Washington State Certificate as required by the Superintendent of Public Instruction
2. A major or minor in that particular level or subject area, or
3. Teaching experience at that particular level. (Levels are defined as Primary K-4, Intermediate 5-6, Broad subject area at the secondary level, or special program.)

When more than one person qualifies for a particular position under the criteria listed herein, layoff shall be by:

1. Seniority (Seniority is defined as credit for each year or portion thereof from any District(s) in the state of Washington.
2. Horizontal position on the salary schedule.
3. Drawing by lot.

In the event of more than one individual teacher meeting the same criteria as outlined above, all teachers so affected shall participate in a drawing by lot to determine who shall be offered the position. The NWCEA and all teachers so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted

openly and at a time and place which will allow affected teachers and the NWCEA representative to be in attendance.

Prior to May 15, as required by state law, the certificated personnel to be laid off shall be identified pursuant to the policy herein provided and such employees shall receive a notice of probable nonrenewal of their individual teaching contracts for the ensuing school year.

An overall list of employees ranked by seniority will be made available.

#### **Section 4 - Employment Pool**

All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment. Employment pool personnel shall be given the opportunity to fill open positions for which they are qualified according to the criteria as defined herein.

When a vacancy occurs for which any person in the employment pool qualifies, notification from the Superintendent to such individual will be by certified or registered mail, or personal contact. Such individuals will have five (5) calendar days from receipt of the letter or from date of personal contact to accept the position. It shall be the obligation of the individual in the employment pool to keep the Superintendent's office notified as to where they can be reached.

An individual in the employment pool must accept an offered position for which he/she is eligible, pursuant to this article, or risk being removed from the employment pool at the Superintendent's option. An employee may be placed in the employment pool for a maximum period of two years. An employee assigned out of his/her usual teaching assignment will have first opportunity at a position similar to his/her previous teaching assignment at the time of layoff when such a position becomes available.

At the end of any school year in which any modified educational program is implemented, certificated employees remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified in accordance with this policy.

#### **Section 5 - Layoff Benefits**

Certificated staff in the current unemployment pool shall be entitled to the following benefits:

1. Providing the carrier permits, the Board shall allow the individual to pay the full cost of the insurance benefit programs. It is the individual's responsibility to be timely in such payments.
2. Substitutes in the reemployment pool shall, on a rotating basis, be offered available substitute positions until all substitutes in the reemployment pool have been contacted or an attempt to contact them has been made.
3. All benefits to which a teacher was entitled to at the time of his/her layoff will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

Staff reduction and recall procedure will become effective at the date of ratification by both the NWCEA and the District and will not be retroactive.

## **ARTICLE VI - TEACHER WORKDAY**

### **Section 1**

The teacher workday shall be seven and one-half (7-1/2) hours per day, inclusive of a thirty (30) minute duty-free lunch period. The teachers shall start 30 minutes prior to the start of the school day (Second tardy bell) and conclude 30 minutes after the school day has ended not to exceed a total of 7.5 hours. Additional time may be scheduled starting at 7:30am for faculty meetings as deemed necessary by the superintendent/principal.

Teachers can leave at the end of the student school day (after buses leave) on the last workday of the week.

In addition to regular building hours and consistent with the traditional expectations associated with the teaching profession, teachers may spend time outside of regular building hours to the extent deemed necessary by the employee for adequate classroom planning, instruction, and parent/pupil consultations.

The District will not require teachers to perform morning duties to free them up for meetings and to be available for students.

### **Section 2 - Teacher Facilities**

The complex shall have the following facilities and equipment for teacher use:

1. Space in each classroom to safely store instructional materials and supplies.
2. A telephone.
3. A desk and chair in each classroom.
4. Lighted restrooms separate from student restrooms.
5. A faculty lounge.
6. Parking lot.

### **Section 3 - Student Discipline**

- A. In the maintenance of a sound learning environment, the District shall expect each employee to maintain acceptable behavior on the part of all students. Teachers

shall be required to enforce discipline fairly and consistently. Such discipline shall be consistent with applicable federal and state law, District policies, and in the interest of students.

- B. The District shall support teachers in their efforts to maintain discipline.

#### **Section 4 - Classroom Visitation**

To provide patrons of the District and other interested persons the opportunity to visit classroom workstations with the least interruption to the teaching process, the following guidelines are established:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal. In the event the visit is to a classroom, the time will be arranged after the principal has conferred with the employee so affected.
- B. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after visitation.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

"Grievant" - an employee or the NWCEA filing a grievance. "Grievance" - a claim by a teacher or the NWCEA that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

### **Section 1 - Informal Grievance Procedure**

- A. In the event that a grievant believes that there is a basis for a grievance, the grievant will first discuss the alleged grievance with the principal, either personally or accompanied by his/her NWCEA representative, after first identifying such discussion as a grievance. If the grievance is not thus resolved, Step 2 will be invoked.
- B. The grievant shall be entitled to present his/her grievance informally to the Superintendent and Board chairman or other Board member of the chairman's choice. If the grievance is not thus resolved, a formal grievance procedure may be instituted. The carrying out of the informal method of resolving the grievance in no way is to be construed as staying the twenty (20) day period in Step 1, Section 2.

### **Section 2 - Formal Grievance Procedure**

- A. The grievant may invoke the formal grievance procedure through a form which will be available and provided by the District. The grievance form shall be filed with the Superintendent or a representative designated by the Superintendent. A formal grievance must be filed within twenty (20) business days of occurrence of which he/she complains, or twenty (20) business days of the time when the grievant learned, or should have learned, of the occurrence of which he/she complains, whichever is later.

The principal or appropriate supervisor will arrange for a meeting to take place with the grievant and the NWCEA representative within five (5) days of receipt of the written grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the grievant and the NWCEA representative.

- B. If the grievant and/or the NWCEA is not satisfied with the disposition of the grievance, within five (5) days of receipt of the disposition from the principal, then the grievance shall be transmitted to the Superintendent.



Within five (5) days of receipt of the appeal from Step 1, the Superintendent, or his/her designee, will arrange for a meeting to take place with the grievant and the NWCEA representation. The Superintendent, or his/her designee, shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and the NWCEA representative.

- C. In the event the grievant and/or the NWCEA is not satisfied with the disposition of the grievance at Step 2, or in the event that no agreeable resolution is reached within ten (10) days after receipt of the disposition from the Superintendent, the grievance may be transmitted to the Board of Directors through the Superintendent or through the chairman of the Board.

The Board of Directors, within fifteen (15) days of the receipt of the request, shall meet with the grievant and/or the NWCEA representative and consider the grievance and render its disposition.

- D. If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the NWCEA may be submitted before an arbitrator. The NWCEA shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within ten (10) days of receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its voluntary rules which shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the Arbitrator." The Board and the NWCEA shall not be permitted to assert in such arbitration proceeding any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

### **Section 3 - Arbitration Costs**

Each party shall bear its own cost of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

### **Section 4 - Jurisdiction of the Arbitrator**

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his knowledge for the expressed provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability

issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance. The arbitrator shall not hear, determine, or decide any matter involving discharge, probation, nonrenewal, reduction in force or any matter where a final decision can be made under the laws of the state of Washington.

The decision of the arbitrator may be entered in any Court of Competent Jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a Court of Competent Jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such actions.

### **Section 5 - Time Limits**

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

### **Section 6 - Grievance and Arbitration Hearings**

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. The grievant shall be released from duty without loss of pay if necessary to process the grievance.

### **Section 7 - Individual Complaints**

Any employee, at any time, may present his/her grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative in accordance with RCW 41.59.090.

### **Section 8 - Exclusions from Grievance**

The following areas shall be exempt from the grievance procedure:

1. Evaluation content.
2. Nonrenewal, discharge, placement of employees on probation.

## **ARTICLE VIII - RELEASE FROM CONTRACT**

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

1. A letter of resignation must be submitted to the Superintendent's office.
2. A release from contract, prior to July 1, shall be granted, provided a letter of resignation is submitted prior to that date.
3. A release from contract shall be granted upon the teacher's request in case of illness or extended emergency, which may make it impossible for the teacher to do an adequate job in fulfilling District responsibilities.

## **ARTICLE IX - GENERAL PROVISIONS**

- A. Credits earned for professional preparation must be completed by August 30 of each year, and official verification of credits earned must be registered with the District by September 15 in order to be applicable on the salary schedule for the current school year.
- B. One-twelfth (1/12) of the employee's annual salary shall be paid on the last District business day of each month.
- C. Should an employee contract be terminated by mutual consent during the school year, the employee will receive a full salary which shall be prorated according to length of service performed according to the total number of contractual days in the employee's work year as established by the Board of Directors.

## **ARTICLE X - BENEFITS AND SALARY SCHEDULE**

- A. Employees shall be paid according to their placement on the salary schedule which is attached to and made part of this agreement as Appendix A, and the terms of their individual contracts
- B. Increments for education will be based on the highest degree held along with any credits and/or clock hours earned after the awarding or conferring of the degree. Ten (10) clock hours is equal to one (1) college quarter credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.
- C. Individuals who have verified work experience credit in the state of Washington, out-of-state and/or foreign country shall be placed on the salary schedule on a one-for-one basis up to the maximum step for salary schedule purposes.
- D. Only one year of teaching experience credit can be earned during a school year. Experience credit towards salary schedule advancement will be the cumulative sum of the years of experience. Partial years will be added as earned (for example, 0.6 years + 0.6 years = 1.2 years or 1.0 years on the Salary Schedule)
- E. Certificated years of experience shall include:
  - i. Accumulated full-time and part-time professional education employment prior to the current school year in the state of WA, out-of-state and foreign work experience which requires certification as a condition of employment.
  - ii. Accumulated full-time and part-time professional education employment in a State approved education program as per WAC 392-121-264.
  - iii. Comparable experience in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges and universities.
  - iv. Employment by a governmental education agency.
  - v. Military, Peace Corps or Vista service which interrupted professional education employment.

Fringe benefits will be health insurance, vision, and dental insurances funded at state provided levels. Any increases granted by the state will begin at the beginning of each contract year. Any unused benefit monies shall be pooled and used for teachers insurance benefits.

**Insurance Pooling:** The intent of the parties is to provide the maximum insurance contribution allowable by law to the employee pool, to be distributed among members of the bargaining unit. To gain maximum utilization of the total allowable state insurance contribution provided by law for employees covered by this Agreement, the District agrees that it will contribute the maximum allowable to an insurance pool to be distributed among employees on an equal basis, to those who do not generate sufficient monies to cover the full cost of medical coverage.

Any unused fringe benefit monies will be accumulated in a pool which shall be used on a monthly basis to reduce or eliminate payroll deductions for bargaining unit members for approved plans.

From the dollar amount available to each employee, first shall be deducted the cost of the District's dental and vision with the remaining monies available for application to one of the medical insurance programs.

### **Washington State Paid Family and Medical Leave (PFML)**

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 Employees will pay 63.33% of the payroll premium to fund the leave. 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.

### **Health Care Authority Retiree Allocation**

The District will pay the HCARA allocation for each certificated employee.

## **ARTICLE XI - MISCELLANEOUS**

### **Section 1 - Supervision of Extracurricular Events**

The principal shall provide a revolving supervision schedule that will require each employee to supervise after-school activities such as athletic contests, band concerts, plays, student dances, and other activities deemed appropriate by the District not to exceed three (3) per staff per semester. Administration will determine individual assignments as they deem appropriate.

### **Section 2 - No Strike Clause**

The NWCEA agrees that during the term of this Agreement, and through the collective bargaining process, until a new Agreement is reached, neither the NWCEA nor its members will authorize, instigate, or engage in a strike.

In the event of a strike, this Agreement and the benefits contained herein, shall be suspended.

### **Section 3 – Conferences**

- A. School will be dismissed at early release time two days per semester. Said days shall be on consecutive weeks immediately following the first and third grading periods. Each evening conference will be traded comparably (hour for hour) for 1:30 pm staff release.
- B. Other employees will make themselves available for parent conferences at this time. In the event the District deems it necessary, they may schedule Inservice training during the above release time for employees not engaged in holding parent conferences.
- C. Parent teacher conferences may be scheduled outside the school day at the request of the parent or teacher provided such conference is scheduled by appointment through the District office with approval of the teacher, principal or his designee.

### **Section 4 -- Substitute Teachers**

Substitute pay will be established yearly by the district at a level reasonable and comparable for this geographic area.

## **ARTICLE XII – DURATION**

This Agreement shall become effective upon ratification by, first, the NWCEA and followed by the Board of Directors. The Agreement shall remain in effect until August, 2022, and shall renew each year thereafter unless either party shall give written notice of its desire to submit proposals, or terminate the Agreement. Negotiations shall commence no later than July 15 with the intent of being finished by the start of the school year. At the time of opening, there can be two openers for each party. There must be mutual agreement to open earlier.

## **ARTICLE XIII - FINALITY OF AGREEMENT**

It is agreed between the parties that this Agreement constitutes the entire agreement between the parties hereto and no statement, promise, past practices, or inducement which is not contained herein shall be binding or acknowledged. Provided, further, that this Agreement may not be enlarged, modified, or altered except with written mutual consent of the parties. Notice to reopen shall include specific areas and the rationale for such action.



## Appendix A

The district will use the following negotiated LEAP schedule to determine total base salaries (180 Days) for Certificated Instructional Staff.

Starting in the 2020-21 school year the salary schedule (Appendix A) will be increased annually by the percent the State increases the allocation to the District for Certificated Instructional Employee Salaries.

The district shall also pay for any additional Inservice days that are approved and funded by the state at a per diem rate of pay.

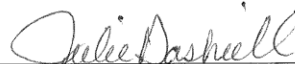
### 2019-2020 LEAP Schedule

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	MA+0	MA+45	MA+90/ PhD
0	40,904	42,008	43,152	44,300	47,981	49,039	52,721	55,094
1	41,455	42,575	43,734	44,931	48,651	49,585	53,304	55,661
2	41,979	43,110	44,281	45,571	44,800	50,133	53,842	56,225
3	42,520	43,661	44,845	46,176	49,878	50,654	54,352	56,794
4	43,049	44,241	45,433	46,809	50,533	51,200	54,923	57,382
5	43,597	44,794	45,997	47,451	51,160	51,754	55,465	57,971
6	44,159	45,331	46,575	48,102	51,793	52,322	56,015	58,533
7	45,149	46,338	47,598	49,207	52,954	53,386	57,131	59,723
8	46,596	47,851	49,141	50,883	54,681	55,060	58,858	61,543
9		49,417	50,772	52,576	56,463	56,753	60,640	63,418
10			52,422	54,357	58,295	58,535	62,474	65,341
11				56,189	60,212	60,367	64,391	67,316
12				57,963	62,182	62,272	66,360	69,375
13					64,201	64,243	68,378	71,482
14					66,228	66,273	70,539	73,669
15					67,952	67,995	72,372	75,584
16+					69,310	69,355	73,819	77,096

The Northwest Columbia Education Association ratifies the 180 day contract, application of the state salary schedule and the Collective Bargaining Agreement between the Columbia School District and the Northwest Columbia Education Association for the period of September 1, 2019 through August 31, 2022.

The NWCEA ratifies this Agreement on 8-6-2019 (date)


  
Curt Nelson, NWCEA President

  
Julie Dashiell, NWCEA Member

  
Megan Dashiell, NWCEA Member

The Columbia School Board ratified this Agreement 8/27/2019 (date).

  
Dave Lewis, Board Chairman

  
Bill Wadlington, Superintendent

  
Michele Nelson, Business Manager

