

**Stevenson-Carson Education Association 2015-2017**

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**BARGAINING AGREEMENT**

**ARTICLE I. ADMINISTRATION**

**1.1 PREAMBLE**

This Agreement is made and entered into by and between the Stevenson-Carson School District Board of Directors, hereinafter referred to as the "Board" or "District," and the Stevenson-Carson Education Association, hereinafter referred to as the "Association."

**1.2 PURPOSE**

It is the purpose of this Agreement to prescribe certain rights and obligations of the Stevenson-Carson School District Board of Directors and the Stevenson-Carson Education Association.

The Board and Association recognize and declare that providing a quality education for the children of Stevenson-Carson School District is their mutual aim.

The Board will negotiate with the Association, as a representative of employees hereinafter designated, pursuant to Washington State Law, Chapter 41.59 RCW.

The parties have reached certain understandings which they desire to confirm in this Agreement.

**1.3 RECOGNITION**

The District recognizes the Association as the exclusive bargaining representative for all non-supervisory certified educational employees who are under a teaching contract, all non-supervisory certified educational employees who are hired for one year or less who are under contract to the District to replace certified employees who have been granted leave of absence by the school district, and all non-supervisory substitute teachers hired by the district (for the purpose of establishment of the daily rate of pay only).

It is mutually agreed that the Association is not the bargaining agent for: (1) chief administrative officers of the district, (2) principals and assistant principals, (3) directors and assistant directors, (4) supervisors, and (5) educational employees who do not require a certificate as a requirement of their employment with the district.

Certificated Special Education staff (teaching and ESA) hired for service in the 2011-12 and subsequent school years shall be employed by ESD #112. This shall be in effect as long as the District remains a member of the Special Education Cooperative. The District will work with the ESD and principals to develop a standardized system for

compensating Special Education staff for attending District training, in-service opportunities, staff meetings, planning meetings with staff assistants and early release days.

#### 1.4 STATUS OF AGREEMENT

This Agreement shall become effective when ratified by the parties hereto and executed by the authorized representatives thereof and may be amended or modified only as referred to in the re-opener clause section of this Agreement.

All existing rules, regulations, policies, resolutions, and practices of the District shall continue in full force and effect unless they are expressly superseded by or clearly contrary to or inconsistent with specific and express provisions of this Agreement and then only to the extent that they are superseded by the terms of this Agreement and only for the duration of the Agreement.

#### 1.5 CONTRACT COMPLIANCE

This Agreement shall be governed according to the laws of the State of Washington and its subsidiaries (courts, OSPI, PERC, and State Auditor). If any provision of this Agreement or established school policy is found in violation of the directive of the above state agencies, the remaining provisions of this Agreement shall continue in full force and effect and be binding upon the parties hereto.

When these guidelines from any of the above agencies have been made known to the District, the District will notify the Association and present a copy of such violations and corrections to be made.

If item(s) are of a negotiable nature, then negotiations will proceed upon the request of either party.

#### 1.6 AGREEMENT ADMINISTRATION

The superintendent/designee or the SCEA president/designee may meet to discuss items of mutual concern at a mutually agreed upon time/place. Such discussion to pertain to items specifically designated in this Agreement.

#### 1.7 DISTRIBUTION OF AGREEMENT

Following ratification, the District shall print and distribute copies of this agreement to the Association President. Twenty-five (25) additional copies shall be provided to the Association with printing costs to be shared equally by the District and Association. Other arrangements may be made by mutual agreement.

#### 1.8 REOPENER CLAUSE

This Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties

acknowledge that each has had the unlimited right and opportunity to make proposals. The results of the exercise of that right are set forth in this Agreement.

The Agreement may be reopened for amendment only by mutual consent of the parties or by legislative changes as directed by OSPI or items deemed negotiable by Legislative changes.

## 1.9 DURATION OF THE AGREEMENT

This Collective Bargaining Agreement, when ratified by the Association and District, shall be effective from September 1, 2015 – August 31, 2017.

If agreement is not reached prior to contract expiration, the Board and Association agree to retain the previous contract in its entirety.

## **ARTICLE II. BUSINESS**

### 2.1 DUES DEDUCTIONS AND REPRESENTATION FEES

Membership in the Association is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Association as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee in regards to such matters.

2.1.1. Membership Deductions: Within ten (10) days of their commencement of employment, employees may sign and deliver to the District a dues authorization form furnished by the Association. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and August 31, preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with the names of those teachers who have joined the Association and paid its dues and assessments by means other than through payroll deduction.

2.1.2. Representation Fee Deductions: Beginning January 1, 1998, in the event that any employee fails to sign and deliver an assignment of wages form, the District agrees to deduct from the salary of such teacher a representation fee in the amount of a representation fee determined by the Association for the cost of providing representation to bargaining unit members and certified to the Board as provided herein; provided, however, that the membership dues of teachers who have joined the Association and paid by means other than payroll deduction (as verified by the monthly representation fee deductions), shall be handled and transmitted by the District in the same fashion as membership deductions as provided for in this Section.

2.1.3. Charitable Organization Deductions: Any employee claiming a bona fide religious objection shall notify the Association and the District of such objection in writing within ten (10) days of commencement of employment.

Pending determination of any bona fide religious objection, the District agrees to deduct from the salary of the teacher claiming such objection a fee in the amount of a representation fee determined by the Association for the cost of providing representation to bargaining unit members and certified to the Board as provided herein; provided, however, that said monies shall not be transmitted until such time as the District is notified that a final determination pursuant to the act has been made.

In the event that a teacher has been determined to have a bonafide religious objection to the payment of a representation fee or agency shop fee, said teacher shall pay a fee in the amount of a representation fee determined by the Association for the cost of providing representation to bargaining unit members and certified to the Board as provided herein to a designated charitable organization as heretofore established by mutual agreement between the employee and the Association. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said teacher may sign and deliver to the District an assignment of wages form, which shall authorize the deduction of an amount equal to an amount of a representation fee determined by the Association for the cost of providing representation to bargaining unit members and certified to the Board as provided herein and payment in installments as herein above provided, including any deductions made but not previously transmitted to said charitable organization. The District agrees to remit to the Association each month a list of teachers on behalf of whom charitable deductions have been made.

2.1.4. Certification of Dues and Agency Shop Fees/Hold Harmless: By August 1 of each year, the Association shall certify to the District the amount of dues to be deducted for members and the amount of the representation fee. The certification of the representation fee shall be a warranty by the Association to the District that the membership dues are properly calculated by the Association and that the amount of the representation fee complies with all constitutional and statutory requirements regarding costs that may be properly assessed to a non-Association member for representation services. The amount of such certified deductions may only be changed during any school fiscal year by agreement of the parties. In the event of any claim regarding dues or agency fee deductions, the Association agrees to indemnify, defend and hold harmless the District, its officers and employees from any liability for claims concerning the deductions, including any reasonable attorney fees and costs assessed against the District or the costs of defending such claim, and any punitive, compensatory or special statutory damages that may have been imposed.

## 2.2 OTHER DEDUCTIONS

The District shall deduct, from the salary of each employee represented by the Association who signs and submits to the District an appropriate authorization form, premiums for those insurance programs and other employee benefit plans and programs either described in this Agreement or heretofore approved by the District.

## 2.3 ASSOCIATION RIGHTS

The Association may post notices of activities on bulletin boards provided in each facility lounge, provided such notices are clearly labeled as being of and by the Association. The Board, however, shall not assume the responsibility of or any liability for notices posted or to be delivered for Association purposes. School facilities and equipment may be used for Association meetings at reasonable times during non-duty hours provided such meetings shall not interfere with school operations. Advance approval for such meetings must be secured from building principals. Supplies and materials shall be purchased by the Association prior to use.

The Board agrees to furnish the Association, in response to reasonable requests, information concerning the financial resources of the District per State Statute governing public information.

#### **2.4 ORIENTATION MEETING**

The Association will be provided time during the District-wide orientation program (if held) to explain the programs and operation of the Association to interested certified employees.

If a District-wide orientation meeting is not held and staffs meet only at the building levels, the Association will be provided up to thirty (30) minutes to explain the programs and operation of the Association to interested certificated employees at the building level. All other Association meetings will be held outside of the work day

### **ARTICLE III. PERSONNEL**

#### **3.1 EMPLOYEE RIGHTS**

Employees have the right to self-organization, to form, join, not join, or assist employee organizations to bargain collectively through representatives of their own choosing.

There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age, domicile, national origin, or because of their membership or non-membership in employee organizations.

An employee has the right to have a representative from the Association and/or counsel present when formally being reprimanded, warned or disciplined. The employee shall inform the District within 24 hours of his/her intent to have a personal representative present. All information forming the basis of any formal reprimand, warning, or discipline, shall be in writing and made available to the employee.

Any complaint made against an employee will be promptly called to the attention of the employee. Any disagreement with a formal written complaint may be pursued by the individual through the grievance procedure.

The employee shall be entitled to full rights of citizenship. No employee shall be formally disciplined without just and sufficient cause. Such discipline shall be in private.

The District agrees to follow the policy of progressive discipline which includes in this order: verbal warning (identified as a step in progressive discipline), reprimand, suspension without pay, and non-renewal or discharge. Some charges of a serious nature may require omitting some of these steps.

### 3.2 ACADEMIC FREEDOM

The District is charged with the right and responsibility of providing a K-12 education for the children of Stevenson-Carson School District and has the right and responsibility to control the curriculum within state, federal, and district guidelines. The employee is allowed the freedom to teach and present materials within the guidelines and specified methods adopted for use by the Board of Directors.

### 3.3 DISTRICT PERSONNEL FILES

The official personnel files of employees are confidential and as such shall be available for inspection only to the employee, superintendent or his designee. Employees shall have the opportunity to review all materials originating from within the District before they are made a permanent part of the personnel file. An employee shall have the right to answer and/or refute in writing any materials which may be judged by him/her to be derogatory within ten (10) days of receipt of such information. The written response shall be made part of his/her district file. Employees shall have the right to review all materials in their district file. The employee's supervisor, or his designee, may be present when the employee reviews the materials. The employee also has the right to have anyone of their choosing present during the review.

Any employee may have a copy of any document included in the personnel file upon request. Such copy to be paid for by the employee per page of reproduction.

After three (3) years, all derogatory materials and copies, not required by statute and not containing information concerning a felonious action on the part of the employee, will be removed from the employee's district personnel file and returned to the employee at the employee's written request.

### 3.4 EMPLOYEE PROTECTION

The District agrees that it will include employees as insured in the District liability policy.

Employees who sustain personal injury in the course of their employment may be paid their full salary for the period of absence to the limit of available illness leave. Such absence shall be charged to the employee's annual or accumulated leave in the pro-rata amount paid by the District.



The District shall reimburse employees for replacement of any clothing or other personal property damaged or destroyed in a disturbance as provided by statute (RCW 28A.58.425).

Any case of assault upon an employee on school property or at a school-sponsored function by any person(s) shall promptly be reported to the District. The District will counsel with the employee on those rights and alternative courses of action available to the employee. Legal assistance will be provided by the District in those cases in which the employee is actually performing a service for the District as a District employee or District representative.

### 3.5 RESIDUAL RIGHTS

When certified employees, as part of their regular duties, participate in District programs for the development of curriculum and educational materials, all materials produced shall remain in the public domain unless legal waivers or other legal agreements are reached.

Certified employees, who develop educational materials on their own time without compensation, or use of District equipment or materials, retain the right to copyright any such materials.

### 3.6 VACANCIES, ASSIGNMENT AND TRANSFER

The Board has the right to assign and transfer personnel of the District to meet the educational programs and needs of the District subject to the terms of this Agreement.

To insure that certified employees are given notice and opportunity to apply for vacancies or newly created positions within the District, the District shall give notice of newly created positions and vacancies occurring within the District by giving notice thereof to the Association president sufficiently in advance to enable the District employees to submit an application for such position. Said notice shall set forth the qualifications for the position and the procedures for applying for the position. Certified employees within the District, who have an interest in the District-declared vacancy, shall submit an application with the District within the timelines specified in the notice of vacancy.

All vacancies or newly created positions shall be filled by the person whose qualifications and credentials for the position best meet the needs of the District's educational program. If qualifications and credentials are substantially equal then seniority will be factored and the last consideration will be the highest overall evaluation rating.

If a current employee is not selected for a position for which the employee has applied, the employee shall be provided, upon request, an explanation of why the employee was not selected for the position. An employee who is not satisfied with this explanation may request a meeting with the Superintendent. The Superintendent's decision is final and not subject to the grievance procedures of this Agreement.

### 3.7 INVOLUNTARY TRANSFER

If it becomes necessary to transfer an employee against his/her wishes from a secondary to an elementary position, from an elementary to a secondary position, between elementary schools, from a specialist or support position to a teaching position, or to a position for which they are not qualified/endorsed as per current state requirements (WAC 180-16-221, WAC 180-16-222, WAC 180-16-223), that individual will be considered to have been INVOLUNTARILY TRANSFERRED. The following agreements must be followed in cases of involuntary transfer:

- (1) No involuntary transfers shall be made if there is another qualified employee who is willing to fill said position.
- (2) All qualifications (based on the job criteria) being equal, the least senior qualified employee will be subject to the involuntary transfer. Seniority shall be defined as the employee with the longest continuous service in the district.
- (3) If an involuntary transfer becomes necessary, the District will make a reasonable attempt to notify the employee at least twenty (20) days before the transfer occurs.
- (4) If the assignment resulting from the involuntary transfer is of such a nature as determined by the District to require additional training, the District will provide for costs of required supplies and credit fees.
- (5) If the involuntarily transferred employee is dismissed from employment in a new position within the first year of placement for non-performance per the evaluation instrument and had satisfactory evaluations in his/her previous position, the employee shall have the right to be re-employed in the next District-advertised vacancy of a position in the area of previous satisfactory experience. Such re-employment right not to exceed two (2) years following dismissal.
- (6) The involuntarily transferred employee would have first chance at an opening similar to the one previously held, if still qualified by district job description.

### 3.8 EVALUATION

Teacher evaluations will be consistent with state law (currently found at Chapter 28A.405 RCW and Chapter 392-191 and 392-191A WAC).

## **ARTICLE IV. SALARY AND BENEFITS**

### 4.1 COMPENSATION IMPROVEMENT

The District's and Association's intent for the duration of this contract is for all employee's base salary to be equal to the allocation generated by their placement on the state LEAP schedule (verified education and experience) and the current state-funded base. Salaries of all employees covered by this agreement will be the amount equal to where their state-allowed education and experience places them on the state allocation schedule.

In the event that any provision of the compensation improvement combination as stated herein, in the opinion of OSPI, State Auditor, Attorney General, or courts, places the District in violation of any compliance regulation, the District may take steps as necessary

to adjust the compensation improvement to the extent that compliance is achieved, and shall consult with and supply documentation to the Association upon request.

#### 4.2 SALARY

The contracted salary is to be computed consistent with the state allocation (Attachment 1) and paid in twelve (12) monthly installments beginning with the required pay period in September.

Experience credit and education credits shall be recognized for salary placement/movement, except as stated in COMPENSATION IMPROVEMENT section of this contract, as accepted by the State Allocation Model rules and regulations as presently written or later amended.

The Extra-Curricular Assignments (Page 25) are included covering the term of the Agreement. - Pay will be included in their monthly checks for the duration of their supplemental contract. The final monthly payment will be issued upon notification from the building administrator to the central office certifying that the job has been satisfactorily completed (i.e., equipment inventory records completed).

#### 4.3 TEACHER CONTRACTS

The District will issue teaching contracts to teachers prior to the opening of the school year. Such contracts to include an attached rider if negotiations are not completed. Contracts must be returned no later than fifteen (15) days after their issuance. Teachers shall be released, upon written request, from their contracts until August 1. Thereafter, release will be granted if the District has a need for a replacement and a District-approved replacement can be hired.

Should there be retroactive pay in accordance with the bargained Agreement, it will be paid on the first regular pay period following full approval of the Office of the Superintendent of Public Instruction (OSPI). If such District payroll timeline was missed, the second regular pay period will be utilized.

It is understood and agreed that the staff member who has not been previously paid by the district in a teaching or other certificated position shall be issued a "provisional employee" contract for the first two years of employment. Said employee shall be subject to all conditions and stipulations outlined in legislation as currently written or later amended.

#### 4.4 EXTENDED CONTRACTS

The following positions will receive extended contracts for anticipated extra days required outside the normal state-allocated contract days:

Home & Family Life Instructor - 5 days  
Student Assistance Personnel (Counselors) - 10 days

The pay for these days will be computed at each individual's daily salary rate. Supplemental contracts will be issued for the days stipulated and payment would be made over the 12-month school year.

In the absence of the building administrator, and if the District determines a person is needed, a district-wide staff member will be designated to assume the principal's position and said designee will be compensated, if a teacher, at the principal's base salary schedule for a full day's performance of duties. Such person must provide such service more than two (2) consecutive days, and if such, payment will start as of the third (3rd) consecutive day.

#### 4.5 CURRICULUM RATE

The curriculum rate of pay shall be paid at thirty (30) dollars per hour.

#### 4.6 TUITION REIMBURSEMENT

The District shall continue to pay into a pooled fund, one hundred (100) dollars per FTE per year shall be established for tuition reimbursement during the 2015-2017 school years. The pool shall be established on September 1 of each school year. Courses taken between September 1 and August 31 of the following calendar year shall be eligible for reimbursement. Each bargaining unit member who applies by September 30 annually shall be eligible to receive actual tuition reimbursement costs not to exceed \$100. Any remaining dollars in the pool shall be shared by the applicants on an equal basis.

Courses eligible to receive tuition reimbursement are: obtaining a fifth year of study, obtaining post-graduate degrees, obtaining special certification, meeting and furthering District goals in the area of professional growth, state approved clock hours at a rate of ten (10) clock hours equal to one (1) credit obtaining general continuing education courses.

Tuition reimbursement is established for the purpose of increasing teaching skills. Courses not related to the bargaining unit member's area of teaching will not be counted toward tuition reimbursement. The superintendent has the authority to accept or reject those courses which are not directly related to the bargaining unit member's assignment. Members may request advance authorization for courses for which they intend to seek reimbursement.

#### 4.7 MILEAGE

When an employee is required to furnish his/her own transportation in order to fulfill assignments in more than one building, the employee will be reimbursed at the Internal Revenue Service allowable rate per mile for all travel between said buildings; including but not limited to counselors, librarians, and teachers in the performance of their regular school day duties.

#### 4.8 SUBSTITUTE PAY

When a teacher is required to cover another teacher's class for a full class period, due to the inability of the District to be able to locate a qualified substitute teacher, the teacher who has given up his/her preparation time to cover the class will be paid the curriculum rate to the nearest half-hour for each such occurrence.

On call substitute teacher pay will be seventy-five percent (75%) of the daily rate of the base salary. The daily rate of pay for a certificated substitute teacher for each day after five (5) days of consecutive service in one specific assignment will be determined by that individual's placement on the district salary schedule (as determined by official documents supplied to District Office) divided by state-allocated contract days.

#### 4.9 EMPLOYEE BENEFITS

For the duration of the contract the District will contribute the maximum amount per month funded by the state per FTE to the Stevenson Carson Education Association insurance pool for each full-time employee. In the event the District hires employees beyond state-funded levels the District shall contribute the state designated amount per employee to the insurance pool.

To satisfy the requirements of ESSB 5940 the Stevenson-Carson School District will make progress toward employee premiums that are established to ensure that full family coverage premiums are not more than three times the premiums for employees purchasing single coverage for the same coverage plan, as required by RCW 28A.400.350(5)(b). For the term of this Agreement, the negotiated minimum out of pocket charge established pursuant to RCW 28A.400.280(2)(c) shall be two percent (2%) of the employee-only premium for the plan selected.

For the 2015-16 and 2016-17 school years, the District will fund one hundred percent 100% of the annual Health Care Authority (HCA) retiree subsidy for all employees, to be remitted to the state for payment of retiree insurance.

First deducted from the insurance pool shall be the cost of the mandatory insurance program(s) - - life insurance - - with the remaining dollars to be applied toward the employee's vision, dental and medical insurance premiums.

All employees are required to participate in the life insurance program; medical, dental, and vision plan participation is optional.

After all mandatory insurance program participation costs have been deducted from the insurance pool, the District shall calculate an individual employee, 1.0 FTE contribution sum. The District shall then allocate insurance pool dollars to employees, commensurate to an employee's individual FTE. Employees with less than a 1.0 FTE shall be provided a pro-rated amount in accordance with their S-275 FTE.

Less than full-time employees will have the option of reimbursing the District the amount necessary to receive full medical, dental, vision, and life, or of not participating in the fringe benefit program.

An employee whose spouse is also a District employee eligible for a District insurance contribution may combine his or her insurance allocation with that of his or her spouse for the purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical insurance premiums (e.g. the purchase of one "employee plus spouse" plan rather than two "employee only" plans). The unused portion of the insurance allocation shall be returned to the insurance pool(s). If the spouse is in a different insurance pool, his/her FTE pro-ration of the "employee plus spouse" cost shall be charged to his/her insurance pool.

The District shall provide an accounting of all state and District contributions to the pool, all premium payments, and the detailed data of the pool allocation to the Association after the October insurance pool calculation.

After the October insurance pool calculation, any remaining dollars in the pool will be allocated to employees, commensurate to an employee's individual FTE. Employees with less than a 1.0 FTE shall be provided a pro-rated amount in accordance with their S-275 FTE.

The Association shall appoint two (2) representatives to serve on an insurance committee. This committee shall meet annually with the District to review any changes to the enrollment and discuss insurance plan options they would like offered to employees during the next school year. The District will then administer the insurance program.

Annual enrollment period for employee group insurance programs shall be through October 15<sup>th</sup> of each school year. Any employee may add coverage for additional dependents to their medical insurance during the school year provided that they are added within thirty (30) days after birth, adoption, change of marital status, or change in employment status of spouse or partner in compliance with insurance carrier protocol.

The enrollment of new employees shall begin with their employment and shall be completed within the time specified by the insuring company.

This Agreement in no way restricts the District and Association upon mutual agreement from accessing any state-approved plan for certified employees.

## **ARTICLE V. LEAVE PROVISIONS**

### **5.1 COMPENSATED LEAVE**

Every employee holding a regular full-time position shall be granted a total of twelve (12) days per school year leave with pay for illness, injury and emergencies within the guidelines established by WAC 392-136. Every employee holding a regular part-time position shall be granted such leave with pay in proportion to their work week as to 37 1/2 hours.

A. Sick leave may be applied to absence caused by illness, injury, or medical emergency of the employee or immediate family. Immediate family shall be understood to include parents, siblings, spouse, children, grandchildren, grandparents, same relationships as

related by marriage and any other person living in the household. Compensated leave may be used for medically-related appointments. Whenever possible employees shall notify their supervisor of needed absence during working hours for this purpose at least 48 hours in advance. In any instance involving use of a fraction of a day of sick leave, the minimum charge to the employee's sick leave account shall be one-half day.

1. When an employee will be absent from work due to illness, he/she shall give notice to the principal/designee not later than 7:00 a.m. of the first day of illness. If the absence may be for consecutive days, the District shall be notified of the probable date of return.
  2. Any employee returning from any illness leave of five (5) consecutive days or more, whether or not compensated benefits have been paid, may be required to submit to a medical examination or medical evaluation as to fitness for the duties of the position before returning to work.
- B. Emergencies are defined as those situations which cannot be dealt with outside of working hours which are unplanned and which require the individual to absent himself from his/her duties. Emergency leave is deducted from the total of twelve (12) days of compensated leave maximum per year or from the total accumulated compensated leave.

An employee returning from emergency leave shall sign a leave form, verifying the date(s) of absence and the reason for the absence.

## 5.2 CONVERSION OF ACCUMULATED SICK LEAVE

Employees of the District covered by this Agreement who wish to convert accumulated sick leave may do so within the regulations established by Chapter 392-136 WAC.

Employees covered by this agreement shall be eligible for a Voluntary Employee Benefits Association plan (VEBA III) which permits use of "cash out" of unused sick leave at time of retirement for purposes of establishing a source of funds for post-retirement health-related expenses.

## 5.3 MATERNITY LEAVE

Leave shall be granted for reasons of maternity per Federal/State law and District Policy. The following procedure will be followed:

- A. Notification - An employee shall notify the Superintendent in writing of the expected date of birth of the child at least one month before that date.
- B. Request for Leave of Absence - An employee, upon request, shall be granted a leave of absence from her position prior to the birth of a child, the exact date to be determined by the employee's physician.

The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

- A. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery there from; provided the employee works up to the day her physician indicates as the beginning of her disability.
- B. Sick leave will terminate following birth of her child on the date her physician indicates she can perform her school responsibilities.
- C. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on leave of absence for the duration of the period of pay.
- D. Return - As soon as the employee's attending physician has indicated the date upon which she may return to work, the employee will notify the district office as to that date immediately. When there are fewer than twenty (20) working days remaining in the school year, the employee may elect to take leave without pay for the remainder of the school year.

The employee will be guaranteed a position for the ensuing school year, unless under probationary status or RIF (Reduction in Force).

#### 5.4 BEREAVEMENT LEAVE

Up to three (3) days bereavement leave with full pay shall be granted for each occurrence in the employee's immediate family. For the purposes of this item, immediate family is defined to include parents, siblings, spouse, children, grandchildren, grandparents, same relationships as related by marriage and any other person living in the household. Two (2) additional days shall be granted for each occurrence in the employee's immediate family for travel or other extenuating circumstances, to be deducted from the employee's sick leave.

One (1) day bereavement leave with full pay shall be granted for the death of a close friend or colleague. Additional days may be granted by the superintendent or designee for travel or other extenuating circumstances, to be deducted from the employee's sick leave.

#### 5.5 PERSONAL LEAVE

Two (2) personal leave days with full pay, per employee, for each school year shall be granted.

Notification for personal leave should be made not less than forty-eight (48) hours in advance, except in unusual situations where prior notice is not possible. In the latter instance, a leave form shall be submitted upon return to work.



No such leave will be granted immediately prior to or following a school holiday, except in situations beyond the control of the employee and with Superintendent's approval.

An employee who does not use a personal leave day in a school year may carry over two (2) personal leave days to the following year, up to a maximum total accumulation of four (4) personal leave days.

When an employee uses a personal leave day, it shall automatically be taken from a carryover day first. The maximum amount of personal leave days at the beginning of any school year shall be four (4) days. Failure to use personal leave does not inhibit the ability to carry over days. At the end of each school year the employee may elect to sell back two (2) days at the substitute rate.

This provision will be reopened for the 2016-17 school year to negotiate a possible third personal leave day.

#### 5.6 JURY DUTY

Leave for jury duty or as a witness in a criminal case requested by law shall be at full pay. Any compensation, excluding mileage, received by the employee will be reimbursed to the District.

The employee must furnish the District a copy of the jury request for duty prior to the time such service is to be performed.

#### 5.7 MILITARY LEAVE

Required military leave will be honored. Such request must be accompanied by a written statement from the military requesting party, with such authority, indicating such leave is required and the specific dates to be missed. Such leave not to exceed the school year in which granted and prior-approved by the Board of Directors.

The District agrees to pay military credit, if allowed under the State rules and regulations, on the following basis: Military service time caused the person to be unable to enter the field of teaching after his/her formal education and provisional certification to teach has been completed.

Each individual requesting military credit would have to apply in writing and ask for approval by the school board.

#### 5.8 PROFESSIONAL LEAVE

Teachers may be granted leave with pay to attend educational conferences or workshops if the District agrees that such is beneficial to the District and the employee. Reimbursement of all or part of employee's expense may be authorized by the Superintendent.

A request for such leave must be made in writing to the building principal at least one (1) week preceding the date of the conference and such request referred to the Superintendent for final review.

#### **5.9 LEAVE OF ABSENCE**

An employee shall be entitled to apply for a leave of absence without pay.

The duration of the leave shall be on the basis of individual need which shall be stated on the written application. Leaves, if granted, normally shall be for duration of one year or less, and shall expire at the date agreed upon.

Should the employee on leave feel an extension in the duration of the leave would be beneficial, the Board may grant such. The procedure for filing for an extension shall be the same as for applying for the initial leave of absence.

The employee requesting the leave will receive no salary or benefits for the period of absence unless specifically set forth by the Board, but will retain position on the salary schedule in educational increments and teaching experience. If during the leave the employee gains additional (a) District-approved education experience and/or (b) teaching experience, then he/she will advance on the salary schedule accordingly.

The employee on leave will have the following benefits frozen: accumulated sick leave and retirement.

To be eligible for this leave of absence, the employee must have completed five (5) years of teaching experience within the District. When certain cases involve extenuating circumstances, the Board may consider waiving these requirements.

Upon returning, the employer will assign the employee to the same or comparable position held prior to taking such leave, if an opening exists. If no open positions of the same or comparable nature are available, the returning employee shall be placed in any position for which they are qualified according to state requirements. Such employee is still subject to the existing RIF (Reduction In Force) policy whether on leave or not.

#### **5.10 ASSOCIATION LEAVE**

The District may grant up to twenty (20) total days of Association leave time per year. If a substitute is hired, the Association will pay the total cost of the substitute. Leave days requested by the District will be the financial obligation of the District and will not be deducted from Association leave time. Any one individual employee will not exceed ten (10) days of absence under this provision without District approval.

### **ARTICLE VI. WORK YEAR/WORK DAY**

#### **6.1 WORK YEAR**

The work year covered by this Agreement shall consist of one hundred eighty (180) work days, plus any additional days funded by the Washington State Legislature. One hundred eighty (180) work days shall be student attendance days. Any additional days shall be non-student days and shall be used as learning improvement days. Any extension of contracted days shall be compensated at full per diem.

In 2015-17, the District will provide a supplemental contract to each employee equal to 5% of the teacher's basic contract in recognition of the responsibilities they fulfill outside of the basic contracted day. This supplemental contract is in recognition that each employee will provide a professional responsible level of service in areas such as:

- a. Preparation for school opening
- b. Work connected with the conclusion of the school year
- c. Conferencing/communicating with students or parents
- d. Supporting school/student activities
- e. Providing individual help to students
- f. Evaluating student work
- g. Workshops, classes, and in-service work
- h. Researching educational materials and supplies
- i. Improving and maintaining professional skills
- j. Preparation and revision of materials
- k. Planning with other employees in areas of instruction and curriculum
- l. Working with computers and other technology as related to educational uses; and
- m. Attending District, school and/or student connected meetings with the exception of IEP and 504 meetings.

If an employee accepts the professional responsibility contract, he/she must sign the TRI Acceptance Form, Attachment 5 upon acceptance, no later than September 10 of the respective year and must sign the TRI Verification Form, Attachment 6, indicating fulfillment of professional responsibilities, no later than the last school day of the respective year.

IEP and 504 meetings that are held during non-instructional time will be compensated at the curriculum rate. IEP and 504 meetings will not be held during lunch time without teacher approval, in which case they will be compensated at curriculum rate. This time will be submitted monthly.

## 6.2 WORK DAY/WORK WEEK

Certified personnel covered by this CBA shall work a week of thirty-seven and one-half (37.5) hours.

An employee, with permission, may be able to leave when a situation arises which requires the employee to leave the building early, or possibly arrive late. Such prior arrangement shall be made with the principal or his/her designee.

A duty-free lunch period of not less than thirty (30) continuous minutes shall be provided during mid-day. The teacher shall be permitted to leave the building during his/her lunch period.

## **ARTICLE VII. INSTRUCTION**

### **7.1 SCHOOL CALENDAR**

The Association shall be provided the opportunity to have representation on a district-wide calendar committee. Representation shall include one secondary teacher, one elementary teacher, and the president or designee of SCEA.

The Board reserves the right to modify the calendar in the event the adopted calendar will be altered due to unforeseen or uncontrollable circumstances (i.e., weather closures change the selected ending date of school).

### **7.2 CLASS SIZE**

The District and the Association agree that large workloads have a detrimental effect on the instructional and learning process. In addition, the District and Association agree that the individual needs and abilities of each student must be taken into consideration. The District will make a good faith effort within existing resources to address workload concerns as they arise within buildings.

#### **7.2.1 Elementary**

Kindergarten regular education teacher class sizes shall be capped at 22 (overload starting with 23<sup>rd</sup> student).

First Grade classes shall be capped at 23 (overload starting with the 24<sup>th</sup> student).

Grades 2-6 shall be capped at 24 (overload starting with the 25<sup>th</sup> student).

Overload shall be calculated monthly, based on the student count at beginning of the month.

K-6 specialists (Music, Art, PE), are not subject to these overload limits, but will not be assigned more than 35 classes per week. Specialist classes will not be doubled except by agreement of the teacher.

#### **7.2.2 Secondary (7-12)**

Secondary general education teachers' classes shall be capped at a daily average of 26 students per class period (excluding Advisory), or 32 students in any one classroom.

Excluded from the calculation of the daily average are: PE, band, choir, theater, and Lewis & Clark. If the District adds an offering for an elective class that is expected to

require an exception to these class load limitations, the District and Association will meet to determine how these provisions will apply to the new offering.

For PE and theater, an individual class will not exceed 35 students without additional adult supervision being provided.

A teacher may elect to waive the class size limitations.

These class size provisions shall become effective the first day of second semester of the 2015-16 school year.

### 7.2.3 Overload remedy

The remedy for overload shall be \$100 per month per student, or aide time at 45 minutes per student. During 2015-16, the teacher, Association and District will work together to mutually agree upon which of these remedies is appropriate. This provision will be reopened for 2016-17 to determine language specific to how the remedy will be determined in the future.

## 7.3 PLANNING TIME

Planning time is used to plan and prepare for instructional responsibilities and carrying out duties normally associated with teaching responsibilities.

Planning time shall be duty free, self-directed, and exclusive of recess and WAC time. An effort shall be made to evenly distribute planning time throughout the week, and to avoid scheduling meetings or other activities that interfere with planning time. Planning time shall start with the onset of the school year and continue through the last day.

Present full time certificated employees in the middle and high school shall receive a minimum of two hundred fifty (250) minutes of planning time per week.

Present full time certificated elementary employees shall receive a minimum of two hundred (200) minutes of planning time per week, in addition to the early release time set forth below.

If a teacher misses planning time because he/she is asked by the building administrator to substitute for another teacher or attend a meeting, he/she shall be compensated at curriculum rate to the nearest half-hour.

## 7.4 EARLY RELEASE DAYS

The intent of early release is to provide adequate time to promote meaningful connections and enhanced communication between grade levels, building level, building to building and district. In recognition of this intent, administrators will arrange an opportunity for building staff to provide input regarding the use of early release days.

No less than fifteen (15) early release days per year shall be included in the school calendar. The June release time shall be used to complete end of year reports, inventories, ordering materials, student records and other paperwork connected with the end of the year. Seven (7) early release days shall be made available for elementary teachers to use as additional planning time.

#### 7.5 RELATED SERVICES

Any employee who must maintain a mandatory license or certification to perform a District assigned job responsibility that doesn't provide financial gain to the employee but brings additional money into the District shall be reimbursed the cost of the license.

#### 7.6 LAPSED CERTIFICATION

It is the responsibility of each district certificated employee to keep current any certificate required by the State of Washington for the position for which they are employed. This provision refers to any and all certificates required by the State of Washington including counseling and vocational certificates, when the position requires one of these specialized certificates.

Evidence of a current certificate must be on file in the District Office. Failure on the part of the employee to keep their certificate current, or provide the District Office with a copy of said certificate as stated above, will result in immediate unpaid suspension of the employee from all contracted duties until such time that the valid certificate is received. Suspended employees who fail to provide a current certificate to the District Office by May 15 of the year in which they are suspended, or forty-five (45) days prior to the start of a new school year if suspended after May 15 of the previous school year, will lose all rights to continued employment with the District.

#### 7.7 PROFESSIONAL GROWTH

The District will continue to promote and support professional growth activities for all certificated teachers and support staff. These activities will include increased actions by building and program administrators which encourage staff to pursue voluntary professional growth opportunities by providing information, support and resources conducive to these efforts. Building and program administrators should act as encouragers and facilitators for this process by providing all staff with information concerning potential opportunities and resources available. Efforts that foster development of professional collaborative relationships among certificated staff, as well as efforts focused on realization of building and/or district goals, should be encouraged.

Also, use of one or more of the following forms of information should be encouraged in determining the area(s) of emphasis: peer review and evaluation, input by parents, input by students, personal and/or professional goals, school district goals, and self-assessment.

The District Superintendent, through his/her effort with building and program administrative staff, will seek to enhance current professional growth efforts. If fiscally possible, building budgets should be increased to provide the resources that may be necessary.

## **ARTICLE VIII. EMPLOYEE STAFF REDUCTION AND RECALL**

### **8.1 REDUCTION IN FORCE**

School Directors, as elected representatives of the School District, have the right and responsibility to provide all children of the District with the best possible educational program within the financial means of the District. The District retains the right to determine what such programs will be. In the event of a reduction in force due to such areas as budget revenue reduction, loss of a levy, decrease in school enrollment, or other loss which necessitates reduction of program and corresponding reduction in staff, the Superintendent will recommend to the Board of Directors that a determination be reached as to the official ability of the District to maintain its current programs and services at the same level(s) for the coming year. The District will identify those certified positions, if any, whose services will be reduced or terminated, by the following procedures.

The professional integrity of all certified staff members who are released from contract status because of District program reduction due to reduced funding and/or enrollment decline shall be protected. Such release of certified staff members from contract status shall not in any way reflect on their professional competency or ethics.

The Board shall determine positions to be eliminated and notify staff impacted for the following school year by May 15 or by June 1 pursuant to RCW 28A.405.210.

The term "lay off" as used herein refers to action by the Board reducing the number of certified staff in the district due to economic conditions, loss of students, or reorganization; it does not refer to decisions to discharge or non-renewal of individual certified staff members for cause.

Certified staff having a written individual contract with the school district will not be laid off during the school year for which the contract is valid. Each building will be kept informed of the review and recommendations and provided opportunity for input through the building administrator.

Positions requiring special state certification and/or endorsements will be filled by those holding such certification. Other areas that do not require special endorsement, but do require special skills, will be filled by those with such skills, i.e., foreign language, some vocational classes.

In an effort to reduce or eliminate the necessity of involuntary terminations, a reasonable effort shall be made to ascertain the number of certified positions which will be open for the following school year by reason of normal attrition as outlined below:

1. Voluntary and mandatory certified personnel retirements.
2. Normal certified personnel resignations.
3. Before the implementation of the reduction in force procedures, the entire certified 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 involuntary termination of a certified employee. Such permission shall not be withheld if such leave of absence in the Board's opinion will not further impair the modified education program to be retained. PROVIDED, that the returning employee shall have the right to be reinstated in their same or comparable position unless all said positions have been eliminated due to budget constraints.

The manner of selection of retained certified personnel who will implement the modified educational program and services is as follows:

1. The Board, based on the Superintendent's recommendation, shall identify the specific positions that will be reduced or eliminated in the reduced educational program.
2. The District shall develop and provide to the Association a seniority list that identifies each employee by seniority, and lists certification and/or endorsements for each employee.
3. The District will lay-off employees as necessary to implement the reduced educational program by seniority, provided that to be retained an employee shall hold all required state certification for the subject area and/or grade level and any other special certification and/or endorsements for the position. Seniority is defined as length of service as of the first working day as shown on the District's salary schedule, provided that any teacher employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for teaching experience accepted by the District and OSPI.

No employee shall be displaced or required to transfer involuntarily from their current assignment to create a vacant position for an employee with less seniority who would otherwise be laid-off. No employee with less than a 1.0 FTE contract shall have a right to be retained at a greater FTE contract. This procedure shall not require the District to create a new position to be filled by more than one employee with less than 1.0 FTE contracts.

If a tie exists per the items above: When more than one (1) person qualifies for a particular position under the criteria listed above, layoff shall be by seniority.

If a tie still exists,

- A. The employee with the highest salary factor on LEAP 1.
- B. The employee with the greater number of credit hours beyond the salary schedule position.
- C. The employee with the greatest seniority in the Stevenson Carson School District.
- D. The employee with the highest overall evaluation rating (if any difference exists).



E. A drawing by lot to determine a lay-off position. The Association and teachers affected shall be notified in writing of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place which will allow affected teachers and the Association representative to be in attendance.

Prior to May 15, or as required by State Law, the certified personnel to be laid off shall be identified pursuant to the policy herein provided and such employee shall receive a notice of probable non-renewal of their individual teaching contracts for the ensuing school year. Such employee will be notified either verbally or in writing by the Superintendent or building level administrator prior to the Board meeting where such final recommendation will be held.

Any employee who receives notice of non-renewal of contract due to enrollment decline or loss of budget review may, in his/her request for a hearing, stipulate that initiation of the arrangements for a hearing officer at the employee's discretion shall occur no later than ten (10) days following July 15, per State Statute.

All certified teachers who are not retained in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible employment. Employment pool personnel shall be given the authority to fill open positions for which they qualify as defined herein. The pool will not be utilized until existing internal district staff transfers are completed.

When a vacancy occurs for which a person in the employment pool qualifies, notification from the Superintendent to such individual will be by certified or registered mail. Such letter of lay-off, recall, or other notice, shall be to the teacher's last district-known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

Any teacher in the employment pool must accept an offered position for which he/she is eligible, pursuant to this section, within five (5) working days of the offer or risk being removed from the employment pool at the Superintendent's option. Exception: A teacher may stipulate he/she prefers to wait until a position for which he/she is better qualified becomes available within the District.

At the end of the school year in which a modified educational program is implemented, teachers remaining in the employment pool shall be offered contracts for available teaching positions for which they are qualified if such position(s) is advertised as a vacancy by the District.

In the event that there are insufficient advertised vacant positions to offer contracts to all employment pool personnel, the employment pool shall be re-established for one (1) additional year. No one can be part of the employment pool more than two (2) full school years.

## 8.2 LAYOFF BENEFITS

Providing the carrier permits, the Board shall allow the individual to pre-pay the full cost of the insurance benefit program. Such prepayment must be paid to the district no later than the first of the month preceding use.

An employee may be on the district's substitute list if the employee so chooses. Such teachers in the employment pool will be given first consideration for substitute positions if qualified in the needed substitute areas.

All benefits to which a teacher is entitled upon return to service will be granted. Such benefits must be a part of the present negotiated Agreement and state/OSPI guidelines. The teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the salary schedule in existence at the time of re-employment and LEAP Document.

## **ARTICLE VIX. GRIEVANCE AND ARBITRATION PROCEDURE**

### **9.1 PURPOSE.**

The purpose of the grievance procedure is to provide orderly and expeditious means for resolving problems or grievances at the lowest possible level.

### **9.2 DEFINITIONS**

Grievance: Shall mean a claim by an employee that there exists a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement, wages, hours, or working conditions.

Grievant: Shall mean an employee in the bargaining unit.

Days: Shall mean working days Monday through Friday, excluding legal holidays and winter, spring, and summer vacation.

Time Limit: The time limits herein shall be considered maximum except that both parties may mutually agree in writing to extend such limits with respect to any particular grievance. If the District does not meet time limits, the grievant shall have the right to proceed to the next level of the grievance procedure.

### **9.3 ASSOCIATION GRIEVANCES.**

The Association shall have the right to grieve any violation, misapplication or misinterpretation of any provision(s) involving this Bargaining Agreement, wages, hours, or working conditions. Such grievances shall be filed at Step 2 of the grievance procedure.

### **9.4 INFORMAL DISCUSSION**

Any employee having a problem concerning a violation, misinterpretation or misapplication of this Agreement, shall, within twenty (20) days of the time the employee had knowledge of or should have had knowledge of the problem, discuss the problem informally with the principal or appropriate immediate administrator and shall set forth the provision(s) believed to be violated, misinterpreted or misapplied. Every effort shall be made to resolve the grievance at this level in an informal manner. If the employee does not appeal the grievance in writing to the administrator within twenty (20) days after failing to achieve satisfaction, the grievance shall be automatically waived.

#### 9.5 GRIEVANCE PROCEDURE.

The following sets forth steps to be followed in attempting to resolve grievances:

Step 1. In the event the problem is not resolved informally, as set forth in Section 4, it shall be reduced to writing and submitted to the appropriate administrator as a grievance within twenty (20) days after failure to achieve satisfaction through the informal discussion process. The written grievance shall state the fact(s) upon which it is based, the issues involved, any Agreement provisions allegedly violated, and the relief sought.

Within ten (10) days of receipt of the written grievance, the administrator shall meet with the grievant and/or Association in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the grievant and Association.

Step 2. In the event the grievant is unsatisfied with the disposition of the grievance at Step 1, or in the event no decision is reached within fifteen (15) days after the presentation of the grievance, the grievant and/or the Association may, within fifteen (15) days thereafter, refer the matter in writing to the District Superintendent, either by registered mail or in person.

- A. If the Association decides not to pursue the grievance, it shall so notify the grievant and the District Superintendent, in writing, and the matter, insofar as the Association is concerned, is terminated.
- B. The Association, in pursuing the grievance, on behalf of the grievant, shall meet with the Superintendent or designated representative within twenty (20) days of the Superintendent's receipt of the notice, in an effort to reach an equitable solution. The Superintendent shall issue a decision within 20 days.
- C. Time limits, as set forth in this section, shall also apply when an employee is acting on his/her own behalf. Dates stated are maximum lengths of time and every effort should be made by both parties to have all grievances resolved as soon as possible.

Step 3. In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of Step 2, said grievant may refer the matter to arbitration as provided below.

If the grievant is unsatisfied with the disposition in Step 2 of the grievance procedure, the grievant may, within twenty (20) days, and with the consent of the Association, submit the matter to arbitration.

Notice of intent to arbitrate shall first be provided to the District in writing. Except for Association grievances as defined in Section 3, submission of any grievance to arbitration shall require the grieving employee's consent.

Any grievance relating to interpretation or application of the specific provision(s) of this Agreement may be submitted to arbitration unless excluded by other provisions of this Agreement or this Article.

To effectuate arbitration, the Association shall request within the twenty (20) days a list of arbitrators from the American Arbitration Association, or other available arbitration service as agreed to between the parties (e.g. FMCS). Upon receipt of the list of arbitrators, representatives of the District and the Association shall, within twenty (20) days, meet to select an arbitrator from said list. The selection shall be made by alternately removing one name at a time from the list. The two parties shall decide on order of first removal by the flip of a coin. The remaining name, after each party has eliminated an equal number, shall be the arbitrator. The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have no power of authority to rule on any of the following:

- A. The termination of services or failure to re-employ any employee to a position on the supplemental salary or extra pay schedule.
- B. Any matter involving employee evaluation, provided that evaluation procedures shall be subject to the arbitrator's authority.
- C. Any matter involving non-renewal, discharge, or probation, where other remedy is provided by law.
- D. Any matter specifically excluded in any provisions of this Agreement.

The arbitrator shall render his/her decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost (reporter, hearing room, etc.) shall be shared equally by the District and Association.

The decision and/or award shall set forth the arbitrator's findings of fact; reasoning and conclusions on the issues submitted and shall be final and binding on all parties.

## 9.6 REPRESENTATION

The grievant shall have the right to have representation by the Association at any step in the formal grievance procedure. Nothing contained herein shall preclude an employee from presenting his/her grievance to the District and resolving such grievance through Step 2 without intervention of the Association. The District shall provide copies of such written grievances to the Association, advising it of meetings pertaining to resolution of the grievances so the Association may attend and make its view known. The District shall honor any reasonable requests from the Association for information pertinent to the investigation or processing of a grievance.

#### 9.7 ALTERNATIVE RECOURSE

If a grievant, prior to the commencement of Step 3, seeks other recourse as may be provided by law to settle a grievance, there shall not be recourse to the remainder of the grievance procedure.

#### 9.8 RELEASE TIME

Should the investigation or processing of any grievance require the grieving employee to be released from his/her regular assignment, by the courts or an arbitrator, he/she shall be released and the Association shall compensate the District for all required substitute costs, except if such request for released time is made by the District. The processing of grievances shall utilize as little released time as possible.

#### 9.9 CONFIDENTIALITY AND GOOD FAITH.

The Association and the District recognize that confidentiality and good faith are key elements to a successful grievance procedure. Accordingly, both pledge themselves to participate in good faith in the execution of this procedure, and to hold all matters pertaining thereto in confidence and to admonish and require the parties involved to limit the number of additional persons knowing the names of the grievant to those necessary to a successful resolution.

#### 9.10 NO REPRISALS.

There shall be no threats or reprisals of any kind by the Association or its members against any employee who does not wish to file a grievance or settle a grievance or who appears as a witness or gives testimony in the grievance procedure. There shall be no threats or reprisals of any kind by the District against any party due to his/her involvement neither in the grievance procedure nor by the employee or Association against the District for the District's involvement in the grievance procedure.

#### 9.11 SEPARATE FILES.

All documents, communications and records dealing with the processing of a grievance shall be filed separately and not in the individual's personnel file.

## **ARTICLE X. EXTRACURRICULAR ASSIGNMENTS**

The District shall set aside a pool of money to be used by each building principal to pay certificated staff for extracurricular assignments. Employees who agree to perform ongoing assignments, for example---class advisor or yearbook, shall receive a stipend per the Extra Curricular Assignment Addendum.

Employees who are required to travel outside the District on District business shall be reimbursed for mileage (if no District transportation is provided), meals and lodging expenses.

For District approved, but voluntary, out-of-District activities, events, visitations or competitions, the employee shall be reimbursed for those expenses incurred through travel, meals, and lodging per District policy. The cost of substitutes that are needed or required shall be paid by the District.

There will be a joint administration/association committee to assess the stipends, duties and time associated with each position.

**All stipends, listed below, are to be paid as a per person stipend**

### **Elementary School**

### **Middle School**

General Music Performances	\$ 335.51	Knowledge Bowl	\$ 335.51
		Yearbook	\$ 671.01

### **High School**

Instrumental Music	\$4246.40
(Includes band/pep band at high school, instrumental music at the middle and elementary, and chorus at the middle school)	
Choir	\$ 335.51
Knowledge Bowl	\$ 910.31
Drama	\$1911.27
Youth Legislation	\$2426.84
ASB Advisor	\$1677.53
Concessions	\$1677.53
Freshman Class (2 advisors)	\$ 335.51
Sophomore Class (2 advisors)	\$ 335.51
Junior Class (2 advisors)	\$ 447.34
Senior Class (2 advisors)	\$ 335.51
Yearbook	\$1911.27
National Honor Society	\$ 335.51

### **Supplemental Assignments**

Curriculum Chair	\$ 671.01 (non adoption year) \$1342 (adoption year)
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Extra duty rates for the remainder of the contract will increase by the amount of the state-provided salary increase not to exceed the CPI rate of the same time period.

CONTRACTUAL AGREEMENT

STEVENSON-CARSON SCHOOL DISTRICT

By: Hope M. Petersen

Date: 11/12/15

STEVENSON-CARSON EDUCATION ASSOCIATION

By: Erin Rieger

Date: 11-13-15