

**COLLECTIVE BARGAINING**

**AGREEMENT**

**between the**

**STEVENSON-CARSON SCHOOL DISTRICT #303**

**and the**

**STEVENSON-CARSON EDUCATION ASSOCIATION**

**2023-2026**

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## **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 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. ESD teachers serving in District special education programs will have access to relevant District online and text curriculum. ESD employees will be strongly encouraged to attend District trainings.

#### **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 and the SCEA president/designee may meet to discuss items of mutual concern at a mutually agreed upon time and place. Such discussions will pertain to items specifically designated in this Agreement.

#### **1.7 DISTRIBUTION OF AGREEMENT**

Following ratification, the District shall post a digital copy in the staff section of the District website and print and distribute copies of this agreement to the Association President. Twenty-five (25) additional copies shall be provided upon request to the Association paid by the District.

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. Due to uncertainties related to changes resulting from COVID, any associated additional financial cost or work load increase to members will result in a discussion and possible reopening of CBA. Any mandatory insurance benefits with associated costs to employees will be discussed prior to passing the cost on to the employee and will result in a reopening if the District and Association do not agree.

## **1.9 DURATION OF THE AGREEMENT**

This Collective Bargaining Agreement, when ratified by the Association and District, shall be effective from September 1, 2023 – August 31, 2026.

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 The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The Association shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

2.1.2 Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made. A regular dues authorization or representation fees authorization shall continue in effect from year to year unless a request for revocation is submitted to the Washington Education Association and the District, signed by the employee. The

District will discontinue deductions with the next payroll cycle for any such revocation submitted to the District by the fifth (5th) day of the month.

2.1.3 The Association will refund to the District any amounts paid to it in error.

2.1.4 The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

## **2.2 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.

## **2.3 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, sexual orientation, gender identity, 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 of the employee's 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. Administrators have been directed to help people know their rights.

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), written 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 instructional materials within state and federal curriculum standards, and district guidelines. The employee is allowed the freedom to teach and present materials within the guidelines and specified methods aligned with subject matter standards.

### **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 their 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 them to be derogatory within ten (10) days of receipt of such information. The written response shall be made part of their district file and employee will be notified of their right to make a written request to have it removed after three years. Employees shall have the right to review all materials in their district file. The employee's supervisor, or their 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-rated amount paid by the District.

Employees shall be allowed up to three (3) days of additional leave with pay per year in the event the employee is unable to attend work due to an on-the-job injury caused by a student interaction in a classroom to which the employee is assigned. Eligibility for such leave shall be contingent upon verification from the Department of Labor and Industries (L&I) that the employee has sustained a workplace injury and qualifies for time-loss payments for missed work.

The District shall reimburse employees for the full cost of replacement of any clothing, personal technology (e.g. phones, personal computers) or other personal property damaged or destroyed in a student disciplinary incident and/or significant behavior by a student, subject to any limitations in the District's insurance agreement.

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.

The district will take reasonable steps to protect employees from cyberbullying, derogatory videos, social media, and web postings, and other technology misconduct that threatens an employee's safety and/or professional reputation. The District will investigate these activities and will take action, when appropriate. The employee and supervisor have the option of notifying the police. This provision will not be construed to require the District to take any action that is inconsistent with the First Amendment Rights of any individual. Reasonable steps include educating parents at the start of each school year as part of district mailings or upon new enrollment in the district. Student handbooks in each school, signed by legal guardians, will state that parental responsibilities include contacting teachers first with concerns, then going to building administrator, and lastly superintendent or board of directors. The District will strive to establish community norms that discourage public posting naming specific staff members and will instead encourage parents to follow established Board policy for bringing complaints against staff. Additionally, if the district becomes aware that a teacher needs protection from public posts by a parent, guardian, or adult involved in a student's life, the District will make immediate contact with the offender and inform them of the seriousness of public accusations where the employee is identifiable. They will be asked to take down media or stop their actions immediately and to discourage others from posting on their behalf while the District investigates the

problem. The District will then communicate with the teacher what has been done to protect them from public defamation.

The District shall support and uphold employees in their efforts to maintain discipline in the District and shall give timely response to employee requests regarding discipline problems.

Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision will be supported promptly by building administration or support staff to maintain a safe and productive instructional environment, in compliance with state disciplinary statutes according to Chapter 392-400 WAC as now or hereafter amended. If the building administrator is expected to leave the building, the building administrator will notify a secretary and the administrator's designee of the absence, whether and how employees can contact them during the absence, and who is authorized to act on the building administrator's behalf during the absence. Each building will always have one of the following available 1) designated counselor or social worker to support students who are removed from classroom 2) administrator or dean of students 3) ISS or 4) learning opportunity room (LOR) for students who are removed from the classroom to deescalate but can be staffed by a trained classified member. An agreed upon form will be used district wide to communicate discipline issues from the teacher to the administrator and from the administrator back to the teacher. The form will include the other forms of discipline attempted prior to classroom exclusion, as appropriate, and who will contact parents, noting when and how such communication will occur. From September 1, 2023, to August 31, 2026, either party can request a reopening of the contract to bargain this paragraph. To become effective in the following school year, the reopener must be requested by the second Friday in May.

### **3.5 RESIDUAL RIGHTS**

When certified employees, as part of their regular duties, participate in District programs for the development of instructional materials 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**

Definitions:

1. Opening: A vacant or newly created position.
2. Transfer: The relocation of an employee from one building to another or between a classroom, specialist, or program support position (see voluntary and involuntary transfers below).

3. Reassignment: The movement from one position to another within the same building (may occur before an opening is determined).
4. Voluntary Transfer: A request by a certificated employee to be assigned to an open position in another building or between a classroom, specialist, or program support position.
5. Involuntary Transfer: The District's assignment of a certificated employee who has not requested the assignment to another building; between a classroom, specialist, or program support position; or to a position for which they are not qualified / endorsed as per current state requirements (WAC 181-82-110).

To ensure 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 sending an email to all certificated staff

at least five (5) days in advance of external posting, or by documenting personal contact with each qualified certificated employee, to enable the District employees to email interest for such position. Said notice shall include the job posting for the position. Additionally, the

District will call all qualified certificated staff if a position is created or a vacancy occurs during a school break. Certified employees within the District, who have an interest in the District-declared vacancy, shall reply to the vacancy notice via email.

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, a written 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. Barring a violation of this contract, 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 involuntarily transfer an employee, the following agreements must be followed:

1. No involuntary transfers shall be made if there is another qualified employee who is willing to fill said position. Any employee being directed to transfer involuntarily will be given first choice of vacant positions for which they are qualified. In the event that more than one employee is being involuntarily

transferred, preference will be given in order of district seniority, unless such preference results in a Reduction in Force (RIF).

2. All certifications and ability to perform job requirements 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. Involuntarily transferred employee(s) will have first selection of open positions before reassignments occur.
4. 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.
5. If the assignment resulting from the involuntary transfer is of such a nature as determined by the District to require additional training, or requires learning new instructional materials, the District will provide for costs of required supplies and training fees.
6. The involuntarily transferred employee will not be dismissed from employment in a new position within the first year of placement for non-performance per the evaluation instrument if the employee had proficient or distinguished evaluations in the employee's previous position. If there are performance concerns, such employees may be placed into a position in which they are endorsed to allow them to be successful. The involuntarily transferred employee would have first chance at an opening similar to the one previously held, if still qualified by district job description not to exceed two (2) years following transfer.

### **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 salaries to be equal to the negotiated salary schedule attached to this agreement. 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 negotiated salary schedule.

Consistent with the provisions of RCW 28A.400.205 and applicable appropriations of the Washington State Omnibus Appropriations Act (state budget), compensation (e.g., IPD), and insurance benefits (SEBB) shall be adjusted per funding guidelines by the legislature and applicable state K-12 funded salary inflation factors. For the 2023-24 school year, base salaries are reflected in the salary schedule attached to this agreement, which has been increased by a total of 5.5% (3.7% inflationary adjustment + 1.8%).

Beginning the 2023-24 school year, reference to BA +135 will be removed from the salary schedule. Employees who were previously grandfathered in the BA+135 column will continue to be grandfathered at their 2022-23 school year base salary. Such grandfathered employees' base salaries will be increased each school year in the amount, specified above, by which all base salaries will be increased for that school year. In addition, grandfathered employees' base salaries will be increased for each additional year of service by the same percentage as employees in the corresponding cell of the MA +45 column. If a grandfathered employee becomes eligible for placement in a different cell on the salary schedule, they will be placed on the salary schedule in accordance with their eligibility.

For the 2025-26 school year, the salary schedule will be adjusted after the IPD increase is applied to the BA+0 step zero (0) cell ("cell 0"). The adjustment will include the following: the BA+30 column will be deleted; the current BA+90/MA+0 column will be separated into one (1) BA+90 column and one (1) MA+0 column; BA+15 will be 2.33% higher than cell 0; BA+45 will be 7% higher than cell 0; BA+90 will be 7% higher than BA+45; MA+0 will be 21% higher than cell 0; MA+45 will be 7% higher than MA+0; MA+90/Ph.D. will be 7% higher than MA+45; each step for years of service starting with step one (1) will be 2.2% higher than the previous step. Every person will receive an increase of IPD from their 2024-25 salary placement. If any employee would not receive at least IPD as a result of their step movement and IPD applied to the base schedule, they will be guaranteed at least IPD for the 2025-26 school year.

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 notify the Association of the issue, and will bargain the impacts and supply any necessary documentation to the Association upon request.

Staff working towards National Board Certification or any other state mandated certification requirements may use district resources, such as copiers and video cameras and can use professional development funds under section 4.6 of the CBA. If the District does not receive funding for the National Board Stipend because the District is late in applying for it from the state, then the District will pay the stipend to the employee.

## **4.2 SALARY**

The contracted salary is to be computed consistent with the Association and District negotiated salary schedule 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 in the manner designated in the S-275 reporting manual applicable in the 2018 fiscal year, except as stated in COMPENSATION IMPROVEMENT section of this contract. Those rules include the following: every ten (10) clock hours counts as one (1) credit hour; every semester credit counts as one and a half (1.5) credit hours. Clock hours and credits employees earn after receiving their Bachelor's Degree will continue to be

counted for additional salary advancement after the employee obtains a Master's Degree, provided that the credits or clock hours did not also count toward the employee's Master's Degree program. All graduate-level credits will transfer.

The Extra-Curricular Assignments Article X are included covering the term of the Agreement. Pay will be included in employees' 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. These contracts will 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 by the Board of Directors. 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 three 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:

Secondary (6-12) Counselors - 10 days

Elementary (TTK-5) Counselors - 5 days

New District Educators – 1 day

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 contrast to past practice, the District will handle all future administrative substitute and designee needs through administrative staff.

When new instructional material is adopted or piloted, the District will provide appropriate supports for staff through discussion with impacted staff and the Association. Such

supports will include paid time spent on curriculum selection, paid professional development, and/or provision of release or planning time for work related to the adoption including time needed to unpack and prepare materials for use, time required will be determined by the building administrator. New curriculum training will occur no later than ten (10) weekdays prior to the first day of implementation.

#### **4.5 CURRICULUM RATE AND PER DIEM RATE**

The per diem rate of pay is used for state-funded days and employees' instruction of students or other staff. Curriculum rate is for IEP meetings, Section 504 meetings, curriculum training, and other mandatory meetings that occur outside of employees' contracted days and times or during duty-free time provided under Section 6.2.

Pay will be for a minimum of fifteen minute increments, rounding up to the next increment.

For employees earning less than \$70,000 in base salary, curriculum rate will be thirty-eight (38) dollars per hour. For employees earning from \$70,000 to \$89,999 in base salary, curriculum rate shall be forty-seven (47) dollars per hour. For employees earning \$90,000 or greater in base salary, curriculum rate will be fifty-six (56) dollars per hour.

#### **4.6 PROFESSIONAL DEVELOPMENT FUND**

4.6.1 The District shall make up to \$500 available to each employee every year (pro-rated by FTE) for the cost of the National Board for Professional Teaching Standards certificate, college credits and/or clock hours, conference registrations, professional memberships, and certification tests with Principal approval. These opportunities will be arranged in advance and paid via purchase order or will be reimbursed no later than the next pay period following submission by the employee of proof of payment and all other required supporting documentation. If professional development exceeds the \$500 limit, employee will be reimbursed once the pool is established within the limits of this agreement. Unused compensation will not carry over to subsequent years.

4.6.2 A pool of funds shall be established on September 1 of each school year. Any funds under this section which are not committed by November 30 each year (either submitted for reimbursement or notice provided to the district office of intent to do so) shall be available to all employees. If there are insufficient funds for all claims, the amounts shall be pro-rated equally for all claims. The pooled amount will be shared with all members through school email address five school days after December 1 as notice to apply.

4.6.3 Claims received after November 30 will be fulfilled if there are available funds, and on a first-come, first-served basis. Total reimbursement for each employee shall not exceed \$2500 in the same school year. All funds must be claimed by August 31st. Unused monies from approved proposals will be placed back in the professional development pool and will be made available to employees pursuant to Section 4.6.2.



4.6.4 Professional development monies are established for the purpose of increasing teaching skills. Courses not related to the bargaining unit member's area of teaching will not be pre-approved or 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 INTRA-DISTRICT TRAVEL**

When employees are required to furnish their own transportation in order to fulfill assignments in more than one building, they 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. It will be paid with a stipend at the end of the semester, based on actual mileage. The District will not schedule employee travel between buildings during lunch, prep, or personal time.

#### **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 their preparation time to cover the class will be paid the per diem rate for a minimum of one (1) hour and then fifteen minutes thereafter, rounded up, for each such occurrence. Should a teacher be requested to absorb students from a class where a substitute is not available, they will be paid per diem at a minimum of 50% up to the percentage of the class they absorbed.

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 the District Office) divided by state-allocated contract days.

#### **4.9 EMPLOYEE BENEFITS**

In accordance with RCW28A.400.280, the District will offer to eligible employees all benefits offered by the school employees benefits board (SEBB) administered by the Washington State Health Care Authority (HCA). The District will pay the employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their dependents as mandated by State law and the rules promulgated by the HCA.

Washington State Paid Family and Medical Leave (PFML) premiums will be paid 100% by the District.

#### **4.10 MENTORSHIP PROGRAM**

The district will apply for and either obtain available funding for eligible employees to participate in a mentorship program (i.e., BEST) or provide a District-direct mentoring program.

### **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 RCW 28A.310.240 and other provisions of state law. Every employee holding a regular part-time position shall be granted such leave with pay, commensurate with their FTE.

- A Sick leave may be applied to absence caused by illness, mental health, injury, or medical emergency of the employee or immediate family. District and Association will work together to help members understand what qualifies as mental health sick leave usage. 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; provided, that if an employee does not require a substitute or if coverage is arranged with another staff member, the principal may authorize leave usage in increments of one hour or more.
  - 1. When an employee will be absent from work due to illness, the employee shall give notice to the principal/designee not later than one hour before contract time of the first day of illness. If the absence may be for consecutive days, the District shall be notified through the principal or designee of the probable date of return. All absences will be entered in Frontline by the employee. If the notification is made after the end of the contract day immediately preceding the absence, the employee will also use ParentSquare or other direct communication with the principal/designee.
  - 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 employees to absent themselves from their 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. Emergency leave is subject to the same increment usage as sick leave. An employee returning from emergency leave shall sign a leave form, verifying the date(s) of absence and the reason for the absence.

C. Washington State Paid Family and Medical Leave (PFML).

Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility criteria for this program are established by the State. Information on this program is available through the District Office.

## **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 FAMILY LEAVE**

Leave shall be granted for reasons related to birth or adoption of an employee's child 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 absence at least one month before that date.
- B. Shared sick leave may be available for absences related to the birth or adoption of a child in accordance with state law and District policy.
- C. If sick leave is exhausted during the period of family leave, the employee will automatically be placed on leave of absence for the duration of the period of pay.

## **5.4 BEREAVEMENT LEAVE**

Up to five (5) 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, or family member not mentioned above. 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**

Three (3) personal leave days with full pay, per employee, for each school year shall be granted. In any instance involving use of a fraction of a day of personal leave, the minimum charge to the employee's personal leave account shall be one-half day; provided, that if an employee does not require a substitute or if coverage is arranged with another staff member, the principal may authorize leave usage in increments of one hour or more.

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.

Limited leave will be granted immediately prior to or following a school holiday, allowing for the first six employees of the District requesting personal leave. Additional leave may be granted 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 five (5) personal leave days.

The maximum amount of personal leave days at the beginning of any school year shall be five (5) days. At the end of each school year the employee may elect to sell back five (5) days at the substitute rate.

## **5.6 JURY DUTY**

Leave for jury duty or as a witness in a criminal case requested by law shall be at full pay. 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 it is 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 their 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. Application should be made no later than February 1, whenever possible, for the following year.

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 a 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 they 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 state-funded extension of contracted days for professional learning shall be compensated at full per diem. An additional day for the purposes of classroom setup will be provided to individual educators not receiving an extended contract from Section 4.4. This additional day will be paid at the curriculum rate. Any additional days funded by the District shall be paid at the curriculum rate. Professional learning days for the forthcoming school year will be determined by the District and communicated to employees via email by June 10 of the previous year.

The professional salary set forth in this agreement covers all professional responsibilities of educators.

The District will provide a supplemental contract to each employee equal to 3% of the teacher's basic contract in recognition of the responsibilities they fulfill outside of the basic contracted day. Employees will not be required to attend more than three (3) evening events per year of a duration not longer than two (2) hours each. Neither evening will take place the evening immediately prior to the first day of school. If one evening will be a welcome back to school event, that evening will be calendared by June 10 and will occur after the teacher-directed day described in this section. Required evening events will align with established district or building priorities. Any evening conferences will be addressed through flexible scheduling in each building. Employees will be notified of evenings within the first month of school starting, or thirty (30) days in advance, whichever gives more notice to employees. If notification occurs during the non-contracted summer period, such notice will be provided by both phone and mail.

IEP, pre-504 or IEP determination meetings (such as CAT, SST, SAT) and 504 meetings that employees are required to attend during non-instructional time; including prep time, before school and after school time, will be compensated at the curriculum rate. Such 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.

The first thirty (30) minutes of the day and last twenty (20) minutes will be duty free time to prepare for and close out the days' work. Part-time employees will receive the full amount of this duty-free time on days where they are scheduled to work at least three hours during that day. If the part-time employee is scheduled for less than three hours during a day, the employee will receive half this time. Only half of this time will be allocated for mornings if late start or end of day if early release on Wednesdays for professional development time.

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 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 the teacher's lunch period with notification to the office.

## **ARTICLE VII. INSTRUCTION**

### **7.1 SCHOOL CALENDAR**

The following guidelines shall be adhered to in developing the Stevenson Carson School District Calendar:

- A. The Wednesday prior to Thanksgiving Break shall be scheduled as a holiday.
- B. Winter Break will be ten (10) days, three (3) weekends long.
- C. Spring Break will be five (5) consecutive weekdays long.
- D. Parent/Teacher Conference weeks will occur during a five (5) day school week and all conference days will be a three (3) hour early release. The Wednesday of conference week will be free of staff meetings and district directed professional development.
- E. The last day of the first semester will be three (3) hour early-release Friday for teacher-directed semester wrap-up. Elementary teachers will not be required to be onsite after students are released on this day.
- F. All Wednesdays will be early release or late start days.
- G. The last day of the school year will be a three (3) hour early-release day.
- H. Legal holidays as provided in RCW 28A.150.050.

The calendar committee will consist of at least one union representative appointed by the union and teachers from each building will be invited to participate.

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). Input will be sought from the Association before any such changes are made. If non-school days are waived by the state due to a “State of Emergency,” those days will be worked by employees in their own classrooms, or tracked as hours worked, if two days or less; if more than two days, the use of the additional days will be discussed with union leadership and the superintendent.

## **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 (TTK-5)**

Transition to Kindergarten (TTK) general education teacher class sizes shall be capped at 15 students (overload starting with the 16th student).

Kindergarten general education teacher class sizes shall be capped at 20 (overload starting with 21st student).

First through third Grade classes shall be capped at 22 (overload starting with the 23rd student).

Grades 4-5 shall be capped at 24 (overload starting with the 25th student).

K-5 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 (6-12)**

High school (grades 9-12) 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. Starting in the 2024-25 school year, high school general education teachers’ classes shall be capped at a daily average of 26 students per class period (excluding Advisory), or 30 students in any one classroom.

Middle School (grades 6-8) general education teachers’ classes shall be capped at a daily average of 24 students per class period (excluding Advisory), or 27 students in any one classroom.



Overload remedies will be available starting with the next student over the classroom cap and for any portion of a student over the daily average cap, rounding up to the nearest whole number.

Starting in the 2024-25 school year, a teacher's class sizes will be balanced within a difference of six (6) students in the same course from the lowest to the highest class, or overload pay will start with the seventh (7th) student and increase for every student thereafter. Class enrollment will not exceed necessary supplies or space for any secondary class. Supplies will be determined by adopted instructional materials' needs. All science lab classes will not exceed a capacity of twenty-four (24) students in one period unless all sections of the course are full, in which case the class will not exceed twenty-seven (27) students.

Excluded from the calculation of the daily average are: PE (without a health component), 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.

A maximum of 3 preps will be assigned to a teacher during a semester or grading period. This does not reference courses with tiered skill levels taught simultaneously (ex. Ceramics I, II, and III). No new preps will be added without providing instructional materials at least five working days before the first day of teaching for the new prep. If 4 preps are assigned, the employee will receive a stipend where the employee is paid \$40 per day for the entire semester/grading period. No teacher will be assigned 5 preps unless there is a 7 period day (not including Advocacy) and then the teacher will only teach 5 classes during that semester/grading period. If administration asks a teacher to teach an additional course while simultaneously teaching another course, then that will count as two (2) preps. Agreeing to teach an additional prep does not negate this agreement. A teacher may request the addition of a new prep, and if granted, will not count towards their total prep count.

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

### 7.2.3 Overload remedy

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

The remedy for overload shall be \$175 per month per student, or aide time at 40 minutes per student. The teacher, Association and District will work together to mutually agree upon which of these remedies is appropriate. Class counts will occur as of the sixth day of each semester, and the first school day of every month thereafter. Schedule changes after the sixth day of the quarter will not occur unless the building administrator approves of the schedule change based on exceptional

circumstances, such as safety plans, behavior contracts, or amendments to section 504 plans or IEPs. A statement will be added to the student handbook explaining that both impacted teachers must sign off on a student request before the sixth day of the quarter and that changes after the sixth day of the quarter will not occur unless the building administrator approves of the schedule change based on exceptional circumstances, such as safety plans, behavior contracts, or amendments to section 504 plans or IEPs.

#### 7.2.4 Balanced classes

The District and the Association are committed to reviewing class placements and providing necessary support to make a more manageable workload. Each student, regardless of the amount of time spent in the classroom, shall be counted as a full-time student for the teacher to whom they are assigned for employee / student ratio purposes.

On the first contracted day, employees will be provided with time to review their class lists and check for balanced classes. If an employee believes that students are placed in learning environments that are not appropriate for the students, the employee will work with relevant faculty and administrators to resolve this issue prior to the first day of class.

TTK-5 teachers and specialists will be involved in the class placement process during the spring to review class lists for potential problems of imbalance.

In order to facilitate the success of special needs (e.g., IEP, Section 504, Hi-Cap, MLL) students, regular classroom teacher will be offered reasonable and appropriate support by methods of consultation and, as needed, training and specialized materials/ equipment.

Teachers will be given time on the first available PD Wednesday to meet with any new paraprofessionals who will be working within their classroom to coordinate expectations and curricular needs for students they will be assisting.

When a student with an IEP plan is transitioning to middle school or high school, the District will strongly encourage ESD employees to invite at least one teacher from the next school to the student's annual IEP review meeting immediately preceding the transition.

### 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, elementary, middle and high school shall receive a minimum of two hundred fifty (250) minutes of planning time per week.

If a teacher misses planning time to attend a meeting, they shall be compensated at curriculum rate, for a minimum of thirty (30) minutes, rounded up to the nearest half-hour.

If contractual plan time cannot be met at any school level, the District may continue to provide an equivalent amount of early release time for planning.

#### **7.4 EARLY RELEASE/ LATE START DAYS**

The intent of early release or late start is to provide adequate time to promote meaningful connections and enhanced communication among grade levels, at the building level, between buildings, and throughout the district. In recognition of this intent, administrators will arrange an opportunity for building staff to provide input regarding the use of early release days or late start days. A regular schedule for Professional Learning Communities (PLC) will be created between the Association and the District. Early release/late state times will be calendared by June 10 of the previous year.

Every Wednesday will be an early release or late start day on the school calendar. Four duty-free early-release or late start Wednesdays will be scheduled for teachers for grading the Wednesday before grades are due. Grades will be due no earlier than the following Monday. Two duty-free early-release or late-start Wednesdays will be scheduled for teachers to prepare for conferences two weeks before conferences are scheduled.

#### **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.

When an employee is asked by the District to provide professional development to other staff, the employee will be paid for two (2) hours of planning for every hour of instruction at per diem, to be pro-rated at not less than thirty (30) minute increments.

#### **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 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.

Professional development Wednesdays should be a collaboration between the administrator and teaching staff to ensure meaningful professional development for all employees at each building level. The District will apply for the provision of a minimum of twenty (20) clock hours related to topics covered during professional development Wednesdays.

All part-time employees will have the option to participate in professional development on Wednesdays. If the part-time employee chooses to participate in professional development on Wednesdays, the employee will be required to attend all such professional development and the employee's FTE will be increased accordingly.

## **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 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 as it pertains to the definition below in 3, 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.

If a tie exists in employee seniority as defined in the paragraph immediately above, the following tiebreakers will be used to determine the employee with the highest seniority:

- A. The employee with the greatest seniority in the Stevenson Carson School District.
- B. The employee with the highest salary factor on the SCSD Salary Schedule.
- C. The employee with the greater number of credit hours beyond the salary schedule position.
- 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.

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.

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 the 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 District of any change in address.

Any teacher in the employment pool must accept an offered position for which they are 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 they prefer to wait until a position for which they are 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.

## **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. This agreement may be documented informally (i.e. email). If the District does not meet time limits, the grievant shall have the right to proceed to the next level of the grievance procedure. If the grievant does not meet time limits, the grievance shall be waived or, if a decision has been issued at a prior step, the grievance shall be considered to have been resolved based on the decision made at the most recent step 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**

If an employee has a problem concerning a violation, misinterpretation or misapplication of this Agreement, the employee and/or Association representative shall, within fifteen (15) 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, which may include discussions between the Superintendent and Association leadership if appropriate. 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 the 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 twenty (20) days.
- C. Time limits, as set forth in this section, shall also apply when an employee is acting on their 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 a 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 their 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 their regular assignment, by the courts or an arbitrator, they 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 their 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

Employees who agree to perform on going 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. Each position will have duties and responsibilities information shared in writing with employee upon hiring and for the 2023-24 school year.

If a certificated member is unavailable to fill any extracurricular assignment then it can be hired out temporarily (non-renewable) for that contract year.

All stipends, listed below, are to be paid as a per person stipend (percentage of base + 8 years' experience salary) Monthly payment begins September 1 and ends August 31 of each academic year. For all stipends, listed below, with an asterisk (\*), the stipend will be paid regardless of whether a class accompanies the extracurricular assignment; however, if there is no class accompanying the extracurricular assignment, the scope of work expectations will be adjusted accordingly.

### Elementary School

General Music Performances	1.5%
Carson ASB Advisor	1.5%

### Middle School

ASB Advisor	2.5%
Yearbook*	4.5%

### High School

Instrumental Music*	14%
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(\*Includes band/pep band at high school, instrumental music at the middle and elementary, and chorus at the middle school)

Knowledge Bowl	4% (1% extended contract for State)
Theater*	4%/11% if no class (*If theater is offered as a class, then 7% will be dispersed to other stipends as agreed between the Union and District.)
ASB Advisor	5.5%

Concessions	4%
Freshman Class (1 advisor)	1%
Sophomore Class (1 advisor)	1%
Junior Class (2 advisors)	1%
Senior Class	1%
Yearbook*	18%
National Honor Society	3%
Ruff Cuts*	2%
Lewis & Clark Teachers* (2)	1.5%

**SIGNATURE PAGE**

CONTRACTUAL AGREEMENT STEVENSON-CARSON SCHOOL DISTRICT

By: 

Date: 11-15-2023

STEVENSON-CARSON EDUCATION ASSOCIATION

By: Lena Macnab

Date: 11-15-2023

Total: Base + 3%TRI

Step	BA	BA+15	BA+30	BA+45	BA+90 MA+0	MA+45	MA+90 Ph.D.
0	55114	56079	57060	58059	63256	68893	72338
1	56079	57060	58059	59075	64743	70409	73972
2	57060	58059	59075	60109	66264	71958	75645
3	58059	59075	60109	61161	67822	73540	77354
4	59075	60109	61161	62230	69415	75159	79102
5	60109	61161	62230	63320	71046	76812	80889
6	61161	62230	63320	64428	72716	78502	82718
7	62230	63320	64428	65556	74425	80229	84587
8	63320	64428	65556	66702	76174	81994	86500
9		65556	66702	67870	77964	83798	88454
10			67870	69058	79796	85642	90453
11				70266	81672	87526	92497
12				71496	83591	89451	94588
13					85555	91419	96726
14					87566	93430	98912
15					89624	95486	101146
16					91729	97586	103432

**ATTACHMENT 1: 2023-24 CERTIFICATED SALARY AND TRI SCHEDULES**

## **ATTACHMENT 2: EVALUATION PROCEDURES FOR NON-ADMINISTRATIVE CERTIFICATED STAFF**

### **Evaluation**

Reason and Purpose: The District and the Association acknowledge that state statute and sound principles of school administration require systematic objective evaluation of each certificated staff member's professional performance. The purpose of the evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.

### **Instructional Framework and Evaluation Rubric**

The parties have adopted the evidence-base instructional framework: CEL 5D. The teacher evaluation rubric and student growth rubric utilizing the CEL 5D Instructional framework are included herein.

### **Applicability**

This evaluation system only applies to certified classroom teachers as defined by WAC 392-191A-030. All other staff shall continue to be evaluated in accordance with the current provisions in the collective bargaining agreement or the professional standards within their certification. By way of example, the following certificated staff members are not considered a "classroom teacher" for purposes herein; teacher librarians, instructional coaches, curriculum specialists, deans, and including speech and language pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, and school social workers.

### **Introduction**

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110.

- An evaluation system must be meaningful, helpful, and objective;
- An evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;
- An evaluation system must provide a mechanism to make meaningful distinctions and acknowledge, recognize, and encourage superior teaching performance; and
- An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.



Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the administrator and the employee, as described in WAC 392-191-025. The purposes of evaluation of certificated classroom teachers, as identified in WAC 392-191A-050, will be, at a minimum:

- To acknowledge the critical importance of teacher and leadership quality in impacting student growth and support professional learning as the underpinning of the new evaluation system;
- To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory;
- To assist classroom teachers who have identified areas needing improvement in making those improvements.

### **Required Evaluations**

All employees, including new employees, shall be evaluated annually; such evaluations to be completed no later than June 1st of the year in which the evaluation takes place.

If an employee resigns or takes a leave of absence during the school year, a final evaluation shall be completed prior to the resignation/leave date whenever possible.

If the administrator contemplates recommending that the employee be placed on probation, a formal observation, a conference and a written evaluation will occur prior to that decision.

### **Definitions**

“Artifacts” shall mean any products generated, developed, or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system or at the direction of the evaluator, but should be evidence of teacher practice arising out of teacher’s regular work. Additionally, agreed-upon tools or forms used in the evaluation process may be considered as artifacts. An individual artifact may serve as evidence for more than one criterion.

“Evidence” means observed practice, products or results of a certificated classroom teacher’s work that demonstrate knowledge and skills of the educator with respect to the four-level rating system. Evidence should not be created specifically for the evaluation system or at the direction of the evaluator, but should be evidence of teacher practice arising out of teacher’s regular work. Evidence should primarily be gathered from the essential work that effective teachers are already doing.

“Final Evaluation” means a comprehensive summative evaluation (all eight criteria) as described in RCW 28A.405.100(2)(c).

- “Student growth data” means relevant and available multiple measures of student achievement.

- “Student growth” means the change in student achievement between at least two (2) points in time.
- “Student achievement” measures will be mutually agreed to between the educator and the administrator.
- “Student growth rubrics” are identified in Criteria 3 & 6. General Evaluation Agreements

The evaluator shall be the principal of a school to which the classroom teacher is assigned or an administrative designee holding an administrator’s credential. The evaluator shall be designated prior to beginning the process. The evaluator shall assist the teacher by providing support and resources.

Instructional coaches, curriculum specialists, intervention specialists, and other certificated teaching staff will not evaluate or give input into the evaluation process. As per RCW 28A.405.130 no administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in the evaluation procedures. In addition, before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrator must engage in professional development designed to implement the revised systems and maximize rater agreement.

The District will ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state and public disclosure requirements and guidelines.

Observations noted by the administrator will occur during the course of the employee’s normally assigned duties and responsibilities.

Final evaluation performance scores shall be determined in accordance with the scoring shown in sample evaluation sheet as appendix.

The degree of student achievement as measured by standardized tests will not be used in any way to evaluate the teacher unless requested by the teacher.

### **Procedures for Evaluations**

- Transparency: All aspects of the evaluation procedure, including observations shall be conducted openly and with full knowledge of the employee.
- Notification: Within fifteen (15) school days of the beginning of the school year, or within fifteen (15) school days of a teacher’s first work day in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conferences, to review evaluation criteria and procedures the administrator shall follow in evaluation employees.
- Self-Assessment (Step 1): Prior to the Pre-Observation Conference, the employee will complete an initial Self-Assessment by the first Friday in October. The employee will

establish a personal growth goal(s) as a focus for improvement plan based upon Self-Assessment results. The employee will set yearly goal(s), with input from principal if necessary. The employee shall complete a final Self-Assessment of his/her performance in relation to the evaluative criteria by April 30.

- Goal Setting and Planning Conference (Step 2): The employee and the evaluator shall meet prior to October 30 in a goal setting conference. The purpose is to:
  - Provide an opportunity for self-assessment;
  - Identify personal professional goal areas for the evaluation including evidence to be gathered or considered;
  - Identify student growth goals and measures.
- Optional Mid-Year Review: The administrator and/or the employee may request a review the components of each criterion, with the corresponding evidence/artifacts that have been generated to that point in the school year. Components or criteria yet to be observed, or without evidence/artifacts will be noted for focus in the second half of the school year. A discussion regarding any components of the criteria below proficient at that time will include a review of the evidence/artifacts, review of the rubrics, and a discussion of what is needed to meet the proficient rating.
- Artifacts and Evidence: The employee and the administrator will collect and share artifacts and evidence necessary to complete the evaluation. The employee may provide additional artifacts and evidence to aid in the assessment of the employee's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Any evidence submitted shall be considered in determining the final evaluation score. All evidence, measures, artifacts and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

## **Observation Procedures**

1. General: All observations shall be conducted openly and are to be conducted so as not to interfere unreasonably with the normal teaching-learning process. Scheduling of formal observations will be mutually agreed upon by the employee and evaluator. If any observation does not, for the employee, reflect his/her teaching abilities, the employee may request an observation.
2. Frequency and Length:
  - A. All employees newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) continuous minutes during the first ninety (90) calendar days of their employment.

- B. During each school year, each employee (including new employees) shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.
  - C. Employees in the third year of provisional status must be observed at least three (3) times in the performance of his/her assigned duties. The total observation time for the school year must not be less than ninety (90) minutes.
  - D. In addition to the required observations, administrators may make additional observations at any time during the school year.
3. Informal Observations:
- A. An informal observation is a documented observation that is not required to be pre- scheduled.
  - B. An administrator may conduct any number of informal observations.
  - C. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
  - D. All informal observations to be used for evaluation purposes shall be documented in writing using an observation report form.
  - E. A paper or electronic copy of the observation report shall be given to the employee within three (3) working days after preparation or eight (8) working days after the observation, whichever is less, otherwise the observation cannot be used in the evaluation.
  - F. Any time after an informal observation an employee may request a post conference to discuss the informal observation. The purpose of the informal post observation conference is to discuss the observation. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If it is mutually agreed upon by teacher and evaluator that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.

**4. Formal Observations:**

- A. A formal observation is a documented observation that has been pre-scheduled and mutually agreed upon prior to the observation. Formal observations must be in the classroom. Department or collegial meetings may be used for informal observations.

- B. Every employee will have a minimum of one (1) formal observation.
- C. Pre-Observation Conference: The pre-observation conference shall be held prior to the formal observation. The employee and administrator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
- D. A paper or electronic copy of the observation report shall be given to the employee within three (3) days after preparation or eight (8) working days after the observation, whichever is less, otherwise the observation cannot be used in the evaluation.
- E. Post-Observation Conference:
  - i. The post-observation conference will be held at a mutually agreed time no later than eight (8) working days after the formal observation unless there is agreement by the employee and administrator to extend the timeline.
  - ii. The purpose of the post observation conference is to discuss the observation and align the observation notes to the CEL 5D Framework. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If it is mutually agreed upon by teacher and evaluator that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.
  - iii. If there is an area of concern, the administrator will identify criteria/components of concern and provide possible suggestions and opportunity to discuss ways to improve. This will be documented in the observation summary.

**5. Final evaluation Conference (Final Evaluation):**

- A. After completion of the required observations the evaluator shall complete a final evaluation. It will include: a rating for each criterion, a student growth rating, and an overall summative performance rating.
- B. The administrator and employee shall meet to discuss the employee's summative score. The summative score, including the student growth score, must be determined by an analysis of evidence and artifacts. This analysis will assess the employee's performance over the course of the year or the period covered by the Final Evaluation

- C. The employee and administrator are expected to collaborate in the review of evidence and artifacts as needed for each criterion to be scored.
- D. The employee will sign two (2) copies of the Final Evaluation. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents.
- E. Employees shall have the right to attach additional comments or a rebuttal to the Final Evaluation Conference within 10 working days.

**Comprehensive Evaluation:**

- 1. The Final Evaluation assesses all eight evaluative criteria. Student growth and all criteria contribute to the Final Evaluation performance rating.
- 2. The following categories of the classroom teachers shall receive a Comprehensive Evaluation:
  - Classroom teachers who are provisional employees under RCW 28A.405.220
  - Classroom teachers who received a Final Evaluation performance rating of unsatisfactory or basic in the previous school year
  - Classroom teachers who are on probation.
- 3. All other classroom teachers shall receive a Comprehensive Evaluation at least once every six years.

**Focused Evaluation:**

- 1. A focused evaluation must be completed when a comprehensive evaluation is not required by the evaluator or the classroom teacher. Non-provisional classroom teachers who received a comprehensive overall summative evaluation performance rating of Level 3-Proficient or above in the previous school year may complete a Focused Evaluation with approval from their principal by September 30. A teacher may be transferred from a Focused Evaluation to a Comprehensive Evaluation prior to December 15 at their request or at the discretion of the evaluator.
- 2. Criteria Selection: An employee and evaluator shall collaborate in the selection of one of the eight criteria plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the employee's evaluator and may have been identified in a previous Final Evaluation as benefiting from additional attention or as identified in the Self- Assessment. A group of employees may focus on the same evaluation criteria and share professional growth activities.

3. The Focused Evaluation shall include the student growth rubrics of the selected criterion. If Criterion 3 or 6 is selected, evaluators shall use those student growth rubrics. If Criterion 1, 2, 4, 5, 7 or 8 is selected, Criterion 3 or 6 student growth rubrics will be used to meet the student growth annual requirement.
4. A summative score for the focused evaluation is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

### **Provisional Employees:**

1. “Provisional Employees” are those who are within their first three (3) years of employment with the District, except for those who have at least two (2) years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
2. All Provisional Employees who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) at the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
3. If a Provisional Employee’s job performance is unsatisfactory in any criterion or basic in more than 3 criteria at a mid-year review, a provisional support plan will be developed to support the employee in improving his/her performance. When the provisional employee is notified that a support plan is needed, the Association is also notified.
4. Before non-renewing a provisional teacher for reasons related solely to performance deficiencies, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:
  - A completed comprehensive evaluation;
  - A written provisional support plan designed to support the teacher in making satisfactory progress in improving his/her performance.
5. All Provisional Employees are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

### **Evaluation Documents:**

Only the final evaluation document, along with any comments submitted by the employee shall be kept in the personnel files.

### **Evaluation Results:**

1. Evaluation results shall be used:
  - To acknowledge, recognize, and encourage excellence in professional performance
  - To document the level of performance by a teacher of his/her assigned duties
  - To identify specific areas in which the employee may need improvement according to the criteria included on the evaluation instrument
  - To document performance by a teacher deemed unsatisfactory based on established evaluation criteria
  - As one of the multiple factors in Human Resources and personnel decisions, only as defined in RCW 28A.405.100(8a).
2. Evaluation results shall not be:
  - Shared or published with any identifying information, except as required by law
  - Shared or published without notification to the individual and Association, unless otherwise requested by the individual
  - Used to solely determine assignment, placement, or job status of a teacher except as defined elsewhere in this agreement
  - Used to determine any type of base or additional compensation
3. The previous final evaluation ratings of certified staff should only be compared to other staff evaluation ratings when all other indicators are equal for decisions being made in Reduction in Force or Staff Assignments.

### **Comprehensive Evaluation Performance Scoring and Ratings**

Criterion Scoring: A classroom teacher shall receive a performance rating for each of the eight (8) evaluative criteria. Criteria shall include:

1. centering instruction on high expectations for student achievement;
2. demonstrating effective teaching practices;
3. recognizing individual student learning needs and developing strategies to address those needs;



4. providing clear and intentional focus on subject matter content and curriculum;
5. fostering and managing a safe, positive learning environment;
6. using multiple student data elements to modify instruction and improve student learning;
7. communicating and collaborating with parents and the school community; and
8. exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Criterion-level ratings shall be based upon the preponderance of evidence. This evidence will consider the growth of the classroom teacher over time and the relevancy of the criterion to the classroom teacher's work assignment.

Overall Summative Rating: The overall summative performance rating is determined by totaling the eight (8) criterion-level ratings as follows:

- A. 29-32 Distinguished
- B. 22-28 Proficient
- C. 15-21 Basic
- D. 8-14 Unsatisfactory

### **Student Growth Rating**

Embedded in the instructional framework are five (5) components designed as student growth components. These components are embedded in criteria as 3.1, 3.2, 6.1, 6.2 and 8.1. Student growth will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.

Upon completion of the overall summative scoring process, the evaluator will total the ratings for each of the five student growth components to determine a student growth rating as follows:

- A. 18-20 High
- B. 13-17 Average
- C. 5-12 Low

The student growth rating will be factored into the final summative performance rating as follows:

- A. A student growth score of “1” in any of the rubrics will result in an overall Low student growth rating.
- B. A teacher who receives a Distinguished rating and a Low growth rating will receive an overall evaluation rating of Proficient.

### **Low Student Growth Rating**

Within two months of receiving the low student growth score or at the beginning of the following school year, the teacher and the evaluator shall engage in a student growth inquiry process and initiate one or more of the following:

- A. Examine student growth data in conjunction with other evidence including observation, artifacts, and other students and teacher information based on appropriate classroom, school, 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; 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.

### **Support for Employees with Basic and Unsatisfactory Ratings**

- 1. If a nonprovisional employee with more than five (5) years of experience receives a Final evaluation performance score below Proficient, the employee must be formally observed before mid- October the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, a plan of assistance will be initiated after the evaluation is written. The plan of assistance will be developed to support the employee in improving his/her performance. When the provisional employee is notified that a support plan is needed, the Association is also notified.
- 2. An employee on a continuing contract who has been assigned to teach outside of his/her endorsements shall not be subject to nonrenewal or probation based on

evaluations of his/her teaching effectiveness in the out-of-endorsement assignment.

**Probation:**

1. If, at any time after mid-October, an administrator determines that the performance of a non-provisional employee under his/her supervision is not judged satisfactory based on the established evaluation criteria, the evaluator will report to the superintendent in writing. The report shall include the following:
  - Specific areas of performance deficiencies identified from the instructional framework;
  - A recommended specific and reasonable program designed to assist the employee in improving his/her performance.
  - Copies of the materials to be submitted to the superintendent shall be provided to the employee at the same time.
2. The following Final evaluation performance ratings based on the evaluation criteria mean a classroom teacher's work is not judged satisfactory:
  - Unsatisfactory (Level 1); or
  - Basic (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 Final evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
3. The employee shall have the right, upon request, to a confidential conference with the superintendent prior to any decision by the Administration to place the employee on probation.
4. The evaluator shall place the employee in probationary status for a period of not less than sixty (60) working days. Days may be added if deemed necessary to complete a plan of assistance and evaluate the employee's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the employee has five or more years of teaching experience and has a Final Evaluation score as of May 15th less than Level 2.
5. Procedure during Probationary Period:
  - A. Limit on Transfer or Reassignment during Probationary Period: During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the

original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or district.

- B. Plan Review: During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The evaluator may recommend to the Superintendent, prior to the completion of probation, that probation should be terminated due to the teacher receiving an evaluation score of proficient or higher.
- C. Procedures to be included for Observable Deficiencies
  - i. Pre-Observation Conference: A pre-observation conference shall be conducted between the probationary employee and the evaluator within three (3) working days of each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator.
  - ii. Additional Observation Requirements: Each formal observation conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably with the normal teaching learning process of the class, and shall be conducted with the full knowledge of the probationary employee.
  - iii. Post-Observation Conference: Following each formal observation, a post-observation conference between the evaluator and the employee shall be held within three (3) working days at which time a copy of the evaluator-completed form and working notes shall be provided to the employee. At this time the parties shall discuss the contents of the form and the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with written recommendation for improvement and future remediation efforts.
  - iv. Informal Observation: The evaluator may conduct any reasonable number of informal observations under the same procedures as in the regular evaluation process (including documentation).
- D. Collegial Assistance: A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiency(ies). Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the evaluator.

- 6. Evaluator's Post-Probation Report to the Superintendent:

- A. The evaluator shall submit a written report which shall specify the number of observations and include all evaluation forms utilized in the evaluation process. This report shall be submitted to the Superintendent, the Association and Employee at the end of the probationary period. The report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:
- That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  - That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.
7. Action by the Superintendent: Following a review of the Evaluator's Post-Probation Report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action as outlined below:
- A. An employee who has been transitioned to this evaluation system must be removed from probation if he or she has demonstrated improvement that results in a new Final evaluation performance rating of Level 2 or above for 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 years of experience.
- B. Alternative Assignment: Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.
- C. Lack of necessary improvement during the established probationary period as specifically documented in writing with notification to the employee constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

**Discharge:**

1. Per RCW 28A.405.100(4)(c), when a continuing contract employee with five (5) or more years of experience receives a Final evaluation performance rating below Level 2 for two consecutive years, the school district shall, within ten (10)

working days of the completion of the second summative comprehensive evaluation or May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

2. The employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Section shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

**Memorandum of Understanding**  
**Between Stevenson Carson School District and Stevenson Carson Education Association**

Beginning at the start of the 2023-24 school year, the District will discontinue advisory periods at the secondary level (grades 6-12), including Advocacy and Pride class.

If the District decides to implement an advisory period in the future, the District will notify the Association and will bargain any impacts with the Association upon request.

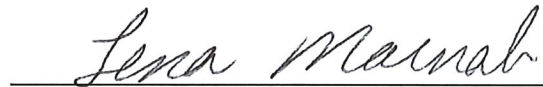
Signed this 14 day November, 2023.

**For the District:**



Ingrid Colvard, Superintendent

**For the Association:**



Lena Macnab, President





**Memorandum of Understanding**  
**Between Stevenson Carson School District and Stevenson Carson Education Association**

The addition of a 3<sup>rd</sup> grade teacher significantly after the beginning of the 2023-24 school year was determined to be in the best interest of students and teachers. To facilitate this scheduling in a way that impacted the school schedule and students as minimally as possible, the Association and the District agreed that it would be permissible to have students stay in their previous groups for specialist classes, exceeding more than one classroom of students.

This agreement is only for the 2023-24 school year.

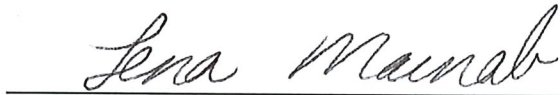
Signed this 14 day October, 2023.

**For the District:**

A handwritten signature in blue ink, appearing to read 'Ingrid Colvard', written over a horizontal line.

Ingrid Colvard, Superintendent

**For the Association:**

A handwritten signature in black ink, appearing to read 'Lena Macnab', written over a horizontal line.

Lena Macnab, President

