

Collective Bargaining Agreement
between
Coulee-Hartline School District #151
and the
Coulee-Hartline Education Association

Final Copy (6-9-21)

September 1, 2021 – August 31, 2025

PREAMBLE

This Agreement is made and entered into by and between the Coulee-Hartline School District #151, hereinafter called the "District" and the Coulee Hartline Education Association, hereinafter called the "Association."

ARTICLE I - ADMINISTRATION

Section 1 - Status of Agreement

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or in conflict with the express terms of the Agreement.

Section 2 - Contract Administration

Association representatives chosen and designated by the association shall have the right to, upon request, meet with the Superintendent, or the Superintendent's designee at least once each quarter during the school year to review and discuss current school problems and administration of the Agreement.

Section 3 - Conformity to Law

The Agreement shall be governed and construed pursuant to the constitution and laws of the state of Washington. If any provision of the Agreement or any application of Agreement to any teacher or group of teachers covered hereby shall be found contrary to the Constitution or laws by a tribunal of competent jurisdiction or any agency having authority over public schools (i.e. OSPI, Attorney General's Office), such provision or application shall have effect only to the extent permitted by law and all other provision or applications of the Agreement shall continue in full force and effect.

Section 4 - Distribution of Agreement

Within thirty (30) days following ratification and signing of the Agreement, the District shall upload to the District website the updated agreement. All employees shall be provided access to the agreement on the District website.- If any off-year contract negotiations are concluded and changes to the contract have been approved by the Association and the District, a revised copy of the contract that includes the new language will be posted online.

Section 5 - Amendments

The Agreement may be open for amendments only by the mutual consent of both parties. Requests for such amendment by either party must be in writing and must include a summary of the proposed amendment.

Section 6 - Exclusive Recognition

The District recognizes the Association as the exclusive negotiating representative for all certificated personnel employed or to be employed by the District except for the following:

- a. Superintendent
- b. Building principals
- c. Substitute certificated employees who are not members of the bargaining unit according to PERC ruling (20 consecutive days or 30 accumulative days' rule)
- d. confidential employees as defined by state law

Substitutes who are members of the bargaining unit are covered by only these sections: Article I and Article V.

ARTICLE II - BUSINESS

Section 1 - Management Rights

It is recognized that the Board, by law, is responsible for the operation of the School District; therefore, all rights and duties of the Board are hereby retained by the Board except as those rights and duties are clearly and expressly relinquished in this contract.

Section 2 - Association Rights

The Association shall have the right to utilize school facilities and equipment on the same basis as any civic organization and subject to the same terms and conditions of use applied to all organizations. The Association shall reimburse the District for the actual cost of utilizing any expendable materials belonging to the District. The Association shall provide the District with reasonable notice of the use of school facilities and equipment to avoid conflicts with the District's use or other scheduled use of the District facilities and equipment. The Association shall be responsible to properly care for and maintain the District's facilities and equipment during the times in which the Association is utilizing the District facilities and equipment. The Association responsibilities shall include any necessary cleanup.

The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes for the purposes of communicating with the bargaining unit members regarding Association business.

The Superintendent shall make available upon request to the Association copies of annual financial reports and audits, monthly financial reports, final budgets when officially adopted, agenda and minutes of all board meetings, and student enrollment data. A copy each year of each of the above documents will be provided to the Association president or secretary of each district free of charge upon written request to the District secretary.

Non-local Association representatives shall have access to all District buildings and to individual teachers provided that the Association representatives first make the representative's

presence known to the building principal or Superintendent and provided further that the representative's visit shall not occur during the employee's student contact time.

Section 3 - Just Cause

No employee shall be disciplined, suspended, discharged or non-renewed without just cause. Specific ground(s) forming the basis for discipline, suspension, discharge or non-renewal will be made available to the employee in writing. Employees shall have the right to representation at any investigatory meeting that is discipline in nature according to Washington State statute.

ARTICLE III - PERSONNEL

Section 1 - Staff Reduction and Recall

- A. Not later than May 15th of each year, or if the omnibus appropriations act has not passed the legislature by May 15th, then no later than June 15th, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational program and services substantially at the same level for the next year. If the Board determines that the financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified educational program and identify those certificated employees who will be retained to implement such a modified program and certificated employees, if any, whose contract will not be renewed.
- B. In adopting a reduced educational program which will require reduction, modification or elimination of positions involving certificated employees, the certificated employees required to implement the modified or reduced educational programs or services shall be selected as hereinafter provided:
 1. In an effort to eliminate unnecessary non-renewals or involuntary terminations, reasonable effort shall be made to ascertain the number of certificated positions which will be open as a result of (a.) voluntary or mandatory retirements, (b.) normal resignations, (c.) other transfers, and (d.) leaves of absence.
 2. Certificated employees retained shall possess valid Washington State certificates and endorsements as may be required of the position being filled.
 3. Certificated employees will be retained for available positions on the basis of seniority (years of experience in public school teaching within the state of Washington), as long as the employee meets the needs of the District's modified or reduced educational program.

To meet the needs of such a program, an employee must possess one of the following qualifications:

- a) Able to document that the necessary endorsement will be obtained prior to the first day of the school year for the succeeding school year as established by the school calendar.
- b) If seniority rankings for a given position are equal, the preference will be given to employees the farthest to the right in horizontal placement on the current salary schedule, if still equal, then preference will be given to the employee with the most in-district seniority. If after such consideration employees are still equally ranked, the position will be filled by administrative evaluation.
- c) If it is necessary to give notice of non-renewal to employees because the District has adopted a reduced or modified educational program due to program eliminations and /or economic reasons the District shall publish and distribute to all teachers prior to the implementation thereof, a seniority list ranking each teacher from the greatest to the least seniority.
 - 1. All certificated personnel who are not recommended for retention in accordance with these procedures, shall be given notice of non-renewal of contract, provided, however, that any certificated employee receiving written notice of non-renewal of contract pursuant to these provisions shall be eligible for a "special leave of absence" without pay upon written application directed to the Superintendent and received not more than ten (10) days following the receipt of the notice of non-renewal. Personnel electing to take a special leave of absence shall be placed in the employment pool and shall be considered for re-employment according to the same criteria together with other personnel in the employment pool. The personnel file of any person taking a special leave of absence shall reflect that status and all reference to non-renewal of such employee's contract shall be removed from the personnel file and kept in a separate file.
 - 2. Acceptance of employment as a permanent, full-time certificated staff member in any other school district during that year shall constitute an automatic termination of special leave of absence and result in their elimination from the employment pool.
 - 3. All certificated employees who are not recommended for retention in accordance with these procedures and who are given notice of non-renewal of contract shall be placed in the employment pool for possible re-employment for a period of one year, renewable on a year-by-year basis upon annual written request of the pool employee. Employment pool personnel will be given the first opportunity to fill open positions within their qualifications under the guidelines herein before set forth. Members of the employment pool will also have first priority for substitute positions.
 - 4. When a vacancy occurs for which any person in the employment pool is qualified, notification from the school district to such individual will be made by certified mail or personal contact with the superintendent or his designee. Such individual

will have ten (10) calendar days from the receipt of the letter or from the date of personal contact to accept the position.

5. If an employee in the employment pool fails to accept a position for which he or she is qualified, such individuals shall be dropped from the employment pool.
6. Certificated personnel within the employment pool will be eligible for medical insurance using COBRA coverage, as administered by the Washington State Health Care Authority, SEBB program.

Section 2 - Assignment, Transfer and Vacancy

The District retains the right to assign and transfer employees subject to the following:

1. Certificated employees shall not generally be assigned outside the employee's subject/teaching area.
2. When vacancies occur, current certificated employees will be notified two days prior to the District advertising the vacant position. The District will consider the employee's request by submitting a transfer form prior to hiring a new employee to fill the vacant position.
3. Prior to implementing any involuntary transfer, the district shall discuss the transfer with any affected employees and shall consider the employee's concerns.

Teachers Rights/Nondiscrimination

Pursuant to the Washington Education Employment Relations Act, RCW 41.59, every employee shall have the right to freely organize for the purpose of engaging in collective bargaining or negotiation. The District shall not directly or indirectly discourage or deprive any employee of the rights granted in Washington Education Employment Relations Act and will not discriminate against any employee with respect to hours, wages or terms and conditions of employment because the employee has exercised the rights granted in RCW 41.59.

The personal and private lives of employees are not the appropriate concern of the District unless the employee's job performance is adversely affected or impacts legitimate School District concerns and/or operations.

Section 3 - Academic Freedom

The parties agree that the Board of Directors, under Washington State law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level.

This freedom also includes the right of teachers to utilize supplemental materials. Such freedom shall only be restricted to the extent that it impinges on or conflicts with the basic responsibility of the employee to follow and utilize the District-approved course of study. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for personal causes or points of view held by an employee.

Questionable matters and materials shall be referred to the principal in advance of presentation for decision by the principal on their uses.

Section 4 - Personnel Files

Employees shall, upon request, have the right to inspect all contents of their personnel file including employment references that are maintained in the District.

Upon request, the teacher may copy any and all documents contained in the personnel file of the teacher.

The individual employee has a right to have a witness of the employee's choosing at the examination of the personnel file.

Disciplinary or derogatory materials shall not be placed in the personnel file without the employee's knowledge, in writing, of such placement. Employees shall be notified within ten (10) days when any material is placed in the employee's personnel file and shall have the right to attach the employee's comments to the material.

Section 5 - Complaint Procedure

Any formal written complaint and complainant's name (unless the release of such name is prohibited by court order or state and/or federal law) made against an employee by any parent, student, or other person will be called to the attention of the employee by the employee's next workday or as soon as possible but no later than ten (10) days from the receipt of such complaint.

The employee shall have the right to Association representation at any meetings or conferences regarding the complaint that may lead to discipline.

Section 6 - Salary Schedule

Employees shall be compensated in accordance with the guidelines set forth in the table of total base salaries for certificated instructional staff LEAP schedule, see attached appendix A. Any adjustments made by the state to salary or fringe benefit packages shall be passed on to the employees during each of the years covered by this contract.

- A. Experience and educational increments shall be paid effective September 1 each contract year.

- B. Acceptance of Clock Hour/In-Service Credit- The District shall accept all clock hour and in-service credits that meet State Board of Education Approval Standards. The credits shall count for the advancement on the salary schedule. Ten (10) clock hours of in-service shall be equal to one (1) quarter of university credit and shall be recognized as equivalent on the Districts LEAP schedule.

There may be, at the school boards' and administrator's discretion, additional TRI days scheduled at various times throughout the school year or summer. Any or all of such additional days' activities may be attended by certificated employees on a voluntary basis. Employees shall be compensated at the employees per diem rate based on the Districts LEAP schedule.

Section 7 - Medical Benefits

The District shall provide SEBB medical benefits as provided by Chapter 182-31 WAC, Eligible School Employee's.

Section 8 - Sick Leave

At the beginning of each school year each part-time or full-time employee shall be credited with an advanced front-loaded sick leave allowance of twelve (12) days (part-time employees will be pro-rated to FTE) to be used for illness, injury, quarantine, disability or medical emergency. The following types of situations may be applied to sick leave provisions.

1. Personal illness
2. Illness of a household member or member of the immediate family for whom the employee must care for. (Immediate family is defined as parent, parents-in-law, sibling, spouse, child, child-in-law, grandparents and grandchildren.)
3. Funeral attendance other than immediate family (as defined in section 10) only when approved in advance by the superintendent and only when all personal leave days have been exhausted.

Absence for more than five (5) consecutive days under sick leave may require a doctor's letter of confirmation. Each employee's portion of unused sick leave allowance shall accumulate from year to year up to a maximum of one hundred eighty (180) days or the state limit whichever is greater.

During the first year working for the district, the employee may borrow from the year's sick leave allowance with the understanding that it may not exceed five days during the first month of service, and should the employee's contract be terminated before earning enough sick leave to cover the borrowed amount, the unearned days shall be deducted from the final warrant.

Employees, upon finding it necessary to be absent from assigned duties by reason of illness or injury, shall notify their immediate supervisor at the earliest possible moment, stating the

reason. For planned surgeries or anticipated disablements which will necessitate sick leave, the affected employee shall notify the immediate supervisor a reasonable time before the occurrence.

Physical disablement caused by maternity, childbirth, and recovery therefrom, shall be considered as a form of illness for the purpose of leave.

Employees who are unable to report for duty at the opening of school in the fall by reason of personal illness shall be placed on the payroll and credited with pay for that person's accumulated sick leave benefits.

An employee who is unable to perform the employee's duties because of personal illness, disability or other emergency, may, at the Board of Director's discretion, be granted leave of absence at the exhaustion of accumulated sick leave with or without pay for up to one year. An employee granted leave of absence shall be reinstated to the employee's former position as a certificated employee upon return to full employment.

Section 9 - Sick Leave Bank/Buyback Program

1. The District shall implement sick leave cash out program, as provided by statute (28A.400.210).
2. In January of each year, an employee at his or her option may cash out their unused sick leave days from the previous year if their accumulated sick leave balance at the end of December is greater than sixty (60) days. The cash out will occur at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. A maximum of twelve (12) sick leave days may be cashed out at a time. A minimum balance of sixty (60) accumulated sick leave days must be maintained.
3. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury, and not to exceed 180 days as per WAC 392-136-020 (2).

For further clarification as per WAC 392-136-015 (C), sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rata basis. Example; if an employee has seven unused days of sick leave and wanted to cash them out, the District would multiply the employee's normal pay by .25 to determine what the cash-out value is.

Section 10 - Bereavement Leave

Each employee is granted five (5) days of bereavement leave that shall be allowed for each occurrence. Absence due to death in the immediate family or spouse's immediate family (immediate family is defined as parent, sibling, spouse, child, grandparents and grandchildren)

shall be classified as bereavement leave. Any additional days needed per occurrence may be taken from sick leave only when all personal leave days have been exhausted.

In the event of the death of any other relatives not specifically listed herein, leave appropriate to the closeness of family ties may be allowed at the District's discretion.

Section 11- Jury Duty

Leave of absence with pay shall be granted for staff that have been summoned for jury duty. The certificated employee shall notify the District promptly when notification of jury duty has been received. On any day that a staff member is released from jury duty or is released as a witness by the court and four or more hours of the staff member's scheduled work day remain, the staff member is to immediately inform his/her principal or supervisor and report to work if requested to do so. Any compensation received by a staff member for jury duty performed on a contract day is to be reimbursed to the district.

Leave of absence with pay shall be granted when a certificated employee is subpoenaed to appear in a court of law, provided however, that the certificated employee so subpoenaed shall, if possible, determine and notify the District of the number of days required for court appearances. The leave herein granted is limited to those days upon which the certificated employee must be present in court for the purpose of giving testimony or participating in trial. Leave with pay shall not be granted to a staff member for a case brought or supported by a staff member union or association or for a case in which the staff member has a direct or indirect interest in the proceedings.

Section 11 - Personal Leave

Full-time and part-time employees of the District shall be granted three (3) days leave per school year to be used during the school year for personal purposes. Part-time employees will be granted a pro-rated amount of three (3) days, based on employees FTE.

Section 12 - Professional and Other Leave

The Superintendent may, at the Superintendent's discretion, grant leaves of absence with or without pay, for reasons not specifically included above for purposes such as, but not limited to: study; travel; recuperation; child rearing; teaching in another school district; working in a professionally related field, etc. Employees desiring a leave under this section shall submit a written request to the Superintendent specifying the reason or reasons for and details of the proposed leave. The Superintendent's decision and reasons therefore shall be forwarded to the employee in writing within five (5) days of the decision.

Section 13 - Employees' Work Year

The employees' work year shall consist of one hundred eighty (180) student contact days.

The District will provide professional learning days as defined in RCW 28A.150.415, 28A.415.430, 28A.415.432, and 28A.415.434. Professional learning days will be used to foster improved student performance. Certificated staff must be present for wages earned. The professional learning days are as follows:

One (1) staff per diem professional learning prep day shall be granted prior to the opening of school. This shall be the last work day before students arrive or another chosen day agreed on between the District and Association.

One (1) staff per diem professional learning district day shall be held prior to the start of school at the regular scheduled school time of the given building.

One (1) staff per diem professional learning day which is required for all employees, including employees working under a partial FTE contract.

When a part-time employee is required or allowed to be at work a full professional learning day, the employee will be paid their full per diem rate.

Conference afternoon:

Buildings may agree to hold conferences one evening session in lieu of an afternoon conference session. (A session is defined as an entire set of half-day conferences.) Teachers are not required to be in the building one afternoon if evening conferences are scheduled for the building. Teachers who attend the evening conference schedule would only be charged a half-day of leave if absent on the day teachers are not required to be in the building as explained above. If there are individual teacher conflicts with scheduled night conferences, arrangements will be made with the building principal.

Section 14 – Instructional Input

The entire certificated Staff of each building may have input into the basic decisions affecting the building. This would include but not be limited to: scheduling and staffing, school-wide discipline plans, curriculum materials adoption, school improvement plans, capital purchases, school-wide fund-raising projects, service day topics, and TRI day opportunities. The building administrator may work jointly with the certificated Staff as a whole to make such decisions. The Staff may be given opportunities for input through e-mails, memos, and/or Staff meetings. Decision-making rights will remain with the District pursuant to Article II, Section 1 of this Agreement.

The annual school calendar shall be developed jointly by the District and the certificated staff. The certificated staff shall have a voice as to starting dates, vacation periods during the school year, and days for in-service workshops. For the duration of the Almira/Coulee-Hartline cooperative school system, the staffs of both districts will have equal voice in determining the calendar. The process will be started on or before March 15th so as to have the calendar in place no later than April 15th.

In the event that school is canceled due to snow or other unforeseen events, the District shall consult with the Association prior to scheduling make-up days to the school calendar.

All buildings will operate on a one-half (1/2) day schedule on the last day of the first and second quarters to allow for grade computation and report card completion.

Section 15 - Education/In-Service Funding

Each certificated employee shall be allowed \$1,200 which will be utilized for all expenses related to professional development, workshops, conferences, college credit, clock hours, coaching clinics and in-service opportunities. The responsibility of the payment of substitute staff for two days, however, will fall to the District.

If the District directs a teacher to attend a workshop, conference and/or in-service, the expenditure will be paid by the district.

Each certificated employee shall provide documentation of approved expenses including documentation of completion of course/workshop prior to reimbursement. Certificated employee's that are reimbursed shall remain employed by the District for at least one year following the year for which the expenses were reimbursed. If an employee leaves the District before this time, they will refund the District one-half of the amount received.

For advancement on the salary schedule, credits and/or clock hours must be verified by transcripts or other acceptable proof and shown on the application form on or before October 1. Semester hours of credit will be adjusted to quarter hour credit.

Lodging and meals will be reimbursed according to the *Reimbursement Rates for Lodging, Meals, and Privately Owned Vehicle* published by the Office of Financial Management. If the certificated employee requests reimbursement for mileage as a result of traveling to a workshop, conference and/or in-service, all conditions from section 16 below will apply.

Mentor Program- The District shall provide a Mentor Teacher Program for both new and experienced employees. Both new and experienced employees shall follow the District mentor program as outlined in the Coulee Hartline Teacher Mentor Program manual. The mentor teacher will be selected by administration. The mentor will receive two (2) days per diem compensation for each participating teacher in the program. No participating employee shall be subjected to any additional evaluation not set out in this agreement. A mentor teacher shall not in any way participate in, or contribute to the performance evaluation of the teacher.

Any money not used at the end of the school year will be returned to the District's general fund. This section may become void because of a major emergency or significant reduction in revenue placed upon the district. The District will notify certificated teaching staff of financial difficulties by September 1 of each school year.

Section 16 - Transportation Reimbursement

In the event that the District requires an employee to utilize the employee's private vehicle in the scope of the employee's employment, then the employee shall be reimbursed for travel within their workday in the amount equal to the state level of reimbursement. Travel reimbursement claim forms shall be filed monthly at the District office.

When traveling to workshops, conferences, etc. the employee is encouraged to utilize district vehicles when available. Employees will not be charged for use of District vehicle or fuel. If employee chooses to use a personal vehicle for said travel, reimbursement will be made at one-half (1/2) the state level of reimbursement. If a District vehicle is NOT available, the employee will be reimbursed for mileage at the full state level of reimbursement.

Section 17 - Salary Schedule Placement

Employees are responsible for confirming that their salary payments are in accordance with the appropriate placement of the employee on the salary schedule. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office immediately. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances or overpayments, is a minimum of \$25. Additional overpayment options may be utilized, if approved, when unique circumstances exist:

1. Lump sum repayment
2. Equal payments to be completed by the end of the school year.
3. Equal payments to be spread over one year.
4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.

Repayment will begin in the warrant following individual notification that such repayment is necessary. Any error which results in incorrect salary schedule placement will be corrected by district payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the payroll office of the District prior to October 1 of the present year.

Section 18 - Strikes and Lockouts

The Association, as individuals or as a group, will not strike or participate in any strike, work stoppage, slowdown, or picketing during the term of this Agreement while the employee is acting in the course of the employee's employment.

There will be no lockout of employees in the bargaining unit by the District as a consequence of any dispute arising during the term of this Agreement.

Section 19 - Work Day and Preparation Period

The work day for full-time employees shall include one-half (1/2) hour duty-free lunch period, and be one-half (1/2) hour prior to school commencement, and one-half (1/2) hour after school dismissal. Part-time employees are expected to arrive fifteen (15) minutes prior to the employee's scheduled start time and stay fifteen (15) minutes after scheduled end time. With approval of the building principal, an employee may be dismissed early or arrive late.

Duty-free preparation periods during the student day shall be granted as follows: Grades 6-12 one (1) class period. Grades K-5 guaranteed prep for at least forty (45) minutes. Part-time certificated employee's preparation time will be prorated as per FTE.

The District shall not require teachers to travel during any duty-free periods; e.g., prep or lunch time.

Teachers who are required to travel between schools during the school day may reduce the half-hour they are expected to be at school prior to school commencement or the half-hour after school dismissal by the amount of time they must travel during the school day. The teacher and the principals of the schools in which the teacher teaches will determine the specifics concerning the starting and ending times for traveling teachers.

The length of the school day and the hours/minutes teachers are expected to teach or perform other related professional responsibilities will be approximately the same for all teachers who are contracted for full-time (1.0 FTE) employment.

Section 20 - Loss of Prep Time

With the prior approval of the principal or principal's designee, it is agreed that teachers may, as a favor to a colleague, voluntarily give up their preparation time to substitute for absent teachers. In these cases, no additional pay will be earned by the volunteering teacher.

It is further agreed that in the event of a teacher absence due to illness or a school-related activity, reasonable effort will be made by the district to secure a substitute teacher in order to avoid requesting teachers to cover classes. If it becomes necessary for teachers to give up their preparation period to cover another class, all assignments shall be made on a rotating basis and the teacher providing the service shall be compensated at the rate of a substitute teacher's salary per day according to the percentage of the school day covered for the given building.

For purposes of this section, the loss of more than half (1/2) of a preparation period shall allow the affected teacher to gain compensation for a full preparation.

Section 21 - Class Size

The Board agrees to the following pupil class load impact upon its employees. Classroom (teachers) employees shall be impacted with the following maximum related to pupils for whom the employee has instructional responsibilities. K-12 will have no more than thirty (30) pupils or

the maximum as directed by OSPI. If administration impacts any employee above the maximum, the following will apply:

1. If the maximum is exceeded by two (2) or more pupils for ten consecutive days, a teacher aide shall be provided on a half-time basis until the overload is decreased to the agreed maximum.
2. The aide shall continue two (2) weeks after the overload is decreased to provide transition time.

Before impacting any employee with students which would exceed the agreed maximum, the building administrator shall make every effort to adjust class schedules so that no employee shall be impacted with the students above the agreed maximum.

Section 22 - Student Discipline

The District shall expect acceptable behavior on the part of all students and shall support and uphold the employees in the employee's student discipline efforts, provided that the employee's efforts are consistent with District Policy.

ARTICLE IV – EVALUATION

Section 1 - Introduction

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the person's subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

Purpose: The Purpose of this-evaluation is to ensure both parties meet the terms of RCW 28A.405.100, and Chapter 392-191A WAC as they implement an evaluation system for certificated classroom teachers.

Section 2 - Definitions

Criteria shall mean one of the eight (8) state defined categories to be scored.

Component shall mean the sub-section of each criterion.

Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.

Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from students, parents or anonymous sources shall not be used as evidence.

Not Satisfactory shall mean:

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

Provisional Teacher shall mean a certified teacher that has not taught in the state of Washington for three years or is teaching in a new district for the first year. A clearer definition and procedure can be found in RCW 28A.405.220.

Student Growth Data shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

Tenure shall mean a teacher that has taught for a longer period of time then the RCW defines as provisional.

Section 3 - State Criteria, Framework

A. The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,

7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI.

Section 4 - Applicability

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students.

The term “classroom teacher” does not include ESAs, Counselors, librarians, media specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.

A. **Evaluation form:** The district and association/staff is using the eVAL system.

B. **Timeline:** The teacher evaluation and professional growth model (TEPG) is a year-long, conversation intensive process. Because of the focus on professional development and the significance of decisions made as a result of this process, adhering to a timeline is critical.

Tenured Teacher Evaluation Process		
TPEP Process Step	Action Deadline	
Teacher Self-Assessment	Informal Observation Ongoing	Given to staff the first week of school
Goal Setting & Collaborative Conference		October 31 st
1 st Pre-Observation Conference*		
1 st Formal Observation*		
1 st Post Observation Conference*		Before the start of Winter Break
2 nd Pre-Observation Conference*		
2 nd Formal Observation*		Before Spring Break
2 nd Post-Observation Conference*		
Summative Evaluation	End of School Year **	

*Steps could look different for FOCUS evaluation if teacher doesn't select an observable criterion.

Provisional Teacher Evaluation Process		
TPEP Process Step	Action Deadline	
Teacher Self-Assessment	Informal Observation Ongoing	Given to staff the first week of school
Goal Setting & Collaborative Conference		October 1 st
1 st Pre-Observation Conference		
1 st Formal Observation		Before Thanksgiving Break

1 st Post Observation Conference	
2 nd Pre-Observation Conference	January 31 st
2 nd Formal Observation	
2 nd Post-Observation Conference	
3 rd Pre-Observation Conference	Before Spring Break
3 rd Formal Observation	
3 rd Post-Observation Conference	
Summative Evaluation	May 10 th **

Section 5-Probation

If a teacher is placed on probation, the timeline for implementing the employee dismissal process will be extended to the amount of time allowable by law. The evaluator shall hold a personal conference with the probationary teacher to establish the beginning of the probationary period. At that time, teacher and evaluator will discuss performance deficiencies and the remedial measures to be taken.

A teacher on probation may request an additional evaluator. If requested, it must be granted.

When appropriate, in the judgment of the evaluator, the evaluator may authorize one additional certificated employee to assist the probationary teacher in improving his/her areas of deficiencies.

The probationary teacher may request assistance of a companion teacher in improving his/her performance.

During the probationary period, the evaluator shall meet with the probationary teacher at least twice monthly to supervise and make a written evaluation of the progress made by the teacher.

The probationary teacher may be removed from probation any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.

The establishment of a probationary period shall not adversely affect the contract status of a teacher within the meaning of any law and shall not be a grievance under the grievance procedures set forth in the Master Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1- Definitions

1. “Grievance” means a claim or allegation that the provisions of this Agreement have been misinterpreted or inequitably applied.

2. "Grievant" means a teacher or group of teachers, or school district having a grievance.
3. Whenever "day" or "days" are mentioned herein, the word shall mean school days during the school term and weekdays during the summer recess unless a different meaning is clearly indicated. "Day" or "days" is exclusive of Saturdays, Sundays and holidays.

Section 2 - Individual Rights

Nothing contained in Article IV shall be construed to limit the rights of any employees having a complaint to discuss the matter through the usual administrative channels and have the problem adjusted without the intervention of the grievance committee for any meeting, hearing, appeal or proceeding relating to a grievance which has been formally presented. The grievant may be represented at all stages of the grievance procedure by the grievant or by a representative.

All matters pertaining to specific grievances shall be confidential information and shall not unnecessarily or indiscriminately be related, disclosed or divulged by any participant in the grievance.

Individuals involved in grievance proceedings, whether as grievant, witness representative of the Grievance Committee or the District or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of the employee's participation in the proceedings.

Section 3 - Cooperation of District in Grievance Committee

The District and the grievance committee will cooperate with one another during the investigation of the grievance.

Section 4 - Release Time

All grievance procedures and proceedings herein required shall be held at mutually agreeable times and places. In the event that an employee is required to participate in a grievance as a grievant or a witness, the employee shall be released with pay.

Section 5 - Personnel Files

All grievance procedure information shall be maintained in a file separate from the personnel file of the employee.

Section 6 - Procedures

The adjustment of grievances will be accomplished as rapidly as possible. In order to insure rapid resolution of grievances, the number of days within which each step is prescribed to be

accomplished shall be considered as maximum and every effort shall be made to expedite the process. Failure by the district and/or respondent to comply with the time limits shall cause the grievance to be waived. Failure by the district to comply with the time limits shall be construed as a denial of the grievance at that level. Under unusual circumstances, the time limits prescribed in this section may be extended by mutual consent of the grievant and the District and/or respondent.

LEVEL 1

The grievant shall first discuss the grievance with the employee's immediate supervisor in private conferences within twenty (20) days of the occurrence of the event upon which the grievant became aware or reasonably should have become aware of the events upon which the grievance is based, whichever shall be later. Every effort shall be made to adjust the grievance in an informal manner. If the grievant is dissatisfied with the outcome of the initial private conference, the grievant must request, in writing, a formal conference with the immediate supervisor, at which time the grievant may be accompanied by a representative from the grievance committee. Every effort should be made to develop an understanding of the facts and issues in order to create a climate which will lead to a solution. The formal conference shall occur within five (5) days of the written request or the informal conference.

LEVEL 2

In the event that the grievance is not resolved at Level 1, the grievant may within ten (10) days appeal the matter in writing to the Superintendent of the District or another administrator from either the Coulee-Hartline or Almira District when the grievant immediate supervisor is also the Superintendent. The Superintendent, the Superintendent's designated representative, or other named administrator shall confer with the grievant in an effort to meet a satisfactory solution within a reasonable time limit.

LEVEL 3

If the grievance has not been resolved within ten (10) days after the grievance was discussed with the Superintendent or the Superintendent's designee pursuant to Level 2 above, then the grievant may request a meeting with the Board of Directors for the purpose of presenting the grievance to the Board of Directors of the District. The request for the meeting with the Board of Directors shall be in writing and filed with the Superintendent of the District as Secretary of the Board of Directors.

The Board of Directors will, within fifteen (15) days after the receipt of the written request, confer with the grievant and within five (5) days, render a decision to be submitted to the grievant in writing.

LEVEL 4

In the event that the grievance is not settled by the disposition of the Board, then within five (5) days of the written disposition of the Board, the employee shall file with the grievance committee a request for binding arbitration. If the grievance committee determines that the grievance is valid, the grievance committee shall, within ten (10) days after receipt of the request from the grievant, give written notice to the Superintendent that the grievance shall be submitted

to binding arbitration or that the grievance committee has decided not to pursue the grievance to arbitration.

Within ten (10) days of the employee's written request for binding arbitration, the District and the employee or the employee's representative shall confer for the purpose of selecting an arbitrator. In the event that the parties are unable to mutually agree on a person to act as an arbitrator, then the parties shall submit a mutual request to the American Arbitration Association for a list of arbitrators. Thereafter, the parties shall alternately strike the names of the arbitrators contained on the list of the American Arbitration Association until one name is remaining. The remaining person shall act as the arbitrator. The arbitration proceedings shall be conducted pursuant to the American Arbitration Association's expedited rules unless the parties mutually agree to waive, alter, or modify the rules.

The time for the arbitration shall be established after a conference between the District, the employee or employees' representative, and the arbitrator to schedule a mutually agreeable date for the arbitration.

If any question arises as to arbitration, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Neither party shall be permitted to assert in the arbitration proceeding any evidence which has not been either presented at the Level 3 hearing or submitted to the other party before the completion of the Level 3 hearing.

The cost of the service of the arbitrator, including per diem travel subsistence, costs of the hearing room, and cost of the arbitrator's services, will be divided equally by the District and the grievant. All other costs will be borne by the party incurring the cost.

Level 5

Within ten (10) days of the receipt of the arbitrator's written decision, the District and/or employees may file a complaint in the Superior court of the state of Washington, in and for Lincoln or Grant County, for a trial de novo. The court shall hear and decide all matters, procedural and substantive, de novo. The prevailing party shall be entitled to the cost of the action, including a reasonable attorney's fee.

Representatives:

If the grievant desires, the grievant may be accompanied by a person of his/her choice at Steps 1 through 5 of the grievance proceedings except the informal Step 1 conference in order to assure that the procedure is followed and the employee's rights are protected.

Legal Counsel:

Nothing in this procedure is intended to deny the right of either party to have legal counsel present during all grievance procedures.

Supplemental Conditions:

The grievance procedure shall not apply to assignment of administrative or supervisory positions. Non-renewal of provisional employees shall not be subject to the grievance procedure.

Election of Remedies:

If employee has an alternative means for challenging or appealing the District's action (such as Human Right commission, statutory hearing for discharge or nonrenewal, etc.) the employee must choose to exclusively pursue the matter through the grievance procedures herein or to pursue the other appeal process.

ARTICLE VI - TERM OF AGREEMENT

The Agreement shall be effective September 1, 2021, for all provisions except for those provisions specifically set forth herein with different effective dates, and the Agreement shall remain in full force and effect until August 31, 2025; however, any provisions in conflict with present policies or procedures shall become effective on the date of initial ratification. This Agreement shall be subject to school board approval and ratification. Final ratification by the District, if it occurs, will take place within thirty (30) days of ratification by Coulee-Hartline Staff. Not later than May 15 of each calendar year, the Agreement shall be open for negotiations on a successor agreement or amendments pursuant to provisions hereinafter set forth.

This Agreement shall not be extended orally, and it is expressly understood that the Agreement shall expire on the date indicated.

This Agreement may be open for amendment by mutual consent of the parties to address legislative or legal issues which come up during the year. Requests for negotiations by either party must be in writing and must include a summary of the proposed amendment by May 7.

SIGNATURE PAGE

Coulee-Hartline Education Association


Coulee-Hartline School District #151



CHEA Heidi Emerson

 6-23-21

Secretary to the CH Board



CHEA Clifford Bresee



CH School Board Chair