

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

LIND BOARD OF DIRECTORS

AND THE

LIND EDUCATION ASSOCIATION

PREAMBLE

In order to implement the provisions of RCW 41.59, the Educational Employment Relations Act; to set forth prescribed rights of the educational employees of the School District, encourage and increase effective and harmonious working relationships between the Lind School District No. 158 Board of Education (referred to as the "Board") and its educational employees represented by the Lind Education Association, an affiliate of the Washington Education Association and the National Education Association (referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to development of policies dealing with wages, hours, and terms and conditions of employment, so that the cause of education may best be served in the Lind School District No. 158, this agreement is made and entered into by and between the Board and the Association.

DEFINITIONS

A. The following definition of parties will be recognized throughout this Agreement:

1. **Association** shall mean the Lind Education Association.
2. **District/Board** shall mean the Lind School District
3. **Cooperative** shall mean both the Lind School District and the Ritzville School district
4. **Parties** shall mean the District and the Association as co-signers of the Agreement.
5. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
6. **Day** shall mean school day, except during summer when it shall mean calendar day, unless calendar days are noted.
7. **Seniority** is defined as the length of pre-12 regular certificated contract service within the District or any other district in the state of Washington. Less than a full year working experience shall be computed as the actual number of days employed by a district as a full-time employee or as a long-term substitute. Seniority for those who work less than full time will be prorated according to the percent of the full-time contract that was worked.
8. **Employee** when used hereinafter shall mean a member of the bargaining unit.
9. **Superintendent** shall mean the chief administrator of the District.
10. **President** shall mean the presiding officer of the Association.
11. **Contract** shall mean the individual contract issued to each employee.

ARTICLE I - ADMINISTRATION

Section 1 - Recognition

The District recognizes the Associations as the exclusive bargaining representatives for all regular and regular part-time non-supervisory certificated employees of the Districts, hereinafter referred to as employees. Such representation shall exclude the Superintendent, principals, assistant principals, other supervisory employees as defined in RCW 41.59., confidential employees and substitutes (except as defined below).

Long-Term Substitutes:

Persons qualifying as either an “emergency” certificated or “certificated” substitute may be employed as “substitute teachers” for the Academic Cooperative. The rate of pay for both emergency and certificated substitute teachers shall be determined by the district.

A long-term substitute is a certificated substitute who is temporarily employed but works more than twenty (20) consecutive days in one assignment. Upon completion of twenty (20) consecutive days in one assignment, the person shall be considered a long-term substitute and an employee within the bargaining unit upon the twenty-first (21) consecutive day of employment and shall then be paid at the daily rate of a teacher placed upon the salary schedule at the 00-01 step. Placement on the basic salary schedule will be retroactive to the first day of continuous service. The employee shall also receive one (1) day of sick leave for each month worked. Said sick leave shall be accumulated and carried from year to year. An emergency certificate person may be employed as a long-term substitute if no certificated substitutes are available. The rate of pay for a long-term, emergency certificated substitute shall be set at the certificated substitute teacher rate. The employee will receive one day of sick leave per month; however, the person will not be considered an employee within the bargaining unit.

Those certificated substitutes that are considered members of the bargaining unit will be entitled to the rights under this Agreement except for the following provisions: Certificated substitutes that are considered members of the bargaining unit may grieve the provisions of the Agreement that apply to them through Step 2 of the grievance procedure.

Section 2 - Conformity to Law

If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by any tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force for the term of the Agreement.

Section 3 - Status of the Agreement

- A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.
- B. This Agreement shall supersede any rules, regulations, policies or resolutions of the District which are contrary to its terms.

Section 4 - Contract Compliance

Any individual employment contracts issued to bargaining unit employees shall be subject to and consistent with the terms of this Agreement.

Section 5 - Distribution of Agreement

The parties shall review the final pre-printing copy of this Agreement. Following the ratification and signing of this Agreement, the Association shall print this Agreement. The cost of printing the Agreement shall be split evenly between the parties. The Association shall distribute to all employees, copies of this Agreement. Ten (10) additional copies each shall be provided to the Association and the District. Copies of this Agreement shall be available to all applicants for teaching positions, upon their request.

Section 6 - Agreement Administration

Upon request by either party, the Association officers and District Superintendent or designee shall meet to discuss matters relating to interpretation or compliance with its Collective Bargaining Agreement. When a request is made, the meeting shall be held within a reasonable period of time.

ARTICLE II - BUSINESS

Section 1 - Dues Deduction

- A. Deduction of Dues

Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the President of the Association and shall transmit the monthly dues to the Washington Education Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's

office. As stated on the Membership form, membership may be revoked in writing to the Washington Education Association.

It is understood and agreed that this dues deduction system is for the collection of dues only.

B. District Held Harmless

The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken by the District under the provisions as authorized in this Section.

Section 2 - Association Rights

A. The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

1. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials at each work site. The Association shall have the right to use intra-district mail service, e-mail, internet access, and staff mailboxes for communication purposes with its members. Such communications will not promote candidates or ballot measures.
2. The Association shall have the right to use school facilities for meetings outside the school day, and school equipment when not otherwise in use. The Association shall pay for the cost of all materials and supplies put to such use and shall be responsible for proper operation of all such equipment.
3. Any officer or authorized representative of the Association shall have the right to visit district buildings, individual educators, or groups of educators of the bargaining unit for the purpose of representation.
4. The Association shall have up to one (1) hour during the first District In-service Day, at the District's discretion, for the purpose of meeting as a bargaining unit. Such meetings shall include, but not be limited to, new employee orientation, Association business, etc. (see: Article V Section 8)
5. Representatives duly authorized by the Association may participate during work hours in negotiations, grievance proceedings, conferences, or meetings with representatives of the District without loss of pay.
6. The administration shall furnish the Association data and information concerning the financial resources of the District including, but not limited to, annual financial reports and audits, tentative budgeting requirements and allocations, agenda and minutes of all board meetings held in open session,

student enrollment; membership data on a monthly basis, including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each employee, and employee directory; and any other information available in accordance with laws pertaining to the availability of District data.

7. Additionally, by August 1st, upon request, before the beginning of the school year, the District shall provide the Association with a list of the names of newly hired or reassigned employees, and their contact information including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each new hire. For the purpose of this section, the date of hire shall be considered as the day on which the new employee accepted an offer of employment. The District will also include the names of any bargaining unit members who are on leave of absence, the anticipated duration of such leave, and any changes in contact information during the time of the leave. When new employees are hired following the August 1st report, the District will provide the information listed above within three (3) business days of the date of hire.
 8. The Association shall have the right to have a representative at all meetings pertaining to disciplinary actions
- B. Employees shall have the right to access their work site, classroom, and common work spaces during the course of the school year, during break periods, and on weekends. Reasonable restrictions on building access may be made if necessitated for cleaning and maintenance of a work site.
 - C. The Association shall be able to meet with new employees thirty (30) days after their hire date, for a minimum of sixty (60) minutes during regular work hours.

Section 3 - Management Rights

It is agreed that the customary and legal rights, powers, functions and authority of the Board shall be maintained, including but not limited to the following:

- A. The Board, under the powers vested by the state of Washington, maintains the right to direct the activities of the District, to hire, promote, and non-renew the contract of a teacher in accordance with the law.
- B. The Board shall maintain the right to make reasonable rules and regulations to continue an efficient and educationally sound operation.
- C. The Board shall determine financial policy, accounting procedures, determination of safety and health measures, enforcement of rules and regulations, the direction of work forces in the system, the creation, modification or elimination of any position,

and the establishment or elimination of extracurricular programs or positions.

- D. The exercise of the foregoing rights shall be limited only by the specific and expressed terms and provisions of this Agreement and the constitution and laws of the state of Washington.
- E. The Superintendent has the right to assign and to transfer teachers. The superintendent also has the right to place teachers on probation as per state law
- F. In the event the complete school calendar for the next school year has not been established by June 1, the LEA negotiating team and District negotiating team will meet only once to set the opening day of school. If they are unable to agree on the opening day of school, then the District will set the opening day of school for students and teachers to begin the school year.

Section 4 – Labor Management Meetings

The Superintendent or designee and the Association President or designee will meet regularly throughout the school year to discuss current school problems, practices and concerns. Additional persons may, by mutual agreement, attend these meetings on an as needed basis. It is the intent of the parties that problems arising relative to the administration of this Agreement will also be discussed at these meetings.

ARTICLE III - PERSONNEL

Section 1 - Employment of Certified Staff

The District shall employ properly credentialed individuals in all teaching positions in compliance with the Washington Administrative Code and the requirement of the Office of the State Superintendent of Public Instruction. All teachers shall be placed on a salary schedule negotiated with the Association and adopted by the Board, and placement shall be consistent with criteria for salary schedule placement.

Section 2 – Right to Due Process

- A. No employee shall be formally disciplined without just cause. Formal discipline is defined as disciplinary action which results in a written record being placed in the employee's personnel file. Matters involving probation, adverse contract changes (including nonrenewal and discharge of a supplemental/extracurricular contract) shall not be considered formal disciplinary action for purposes of this section.

- B. The specific grounds forming the basis for the formal disciplinary action will be made available to the employee, and to the Association, upon written request of the employee.
- C. Employees shall be given prior notification of their right to have a representative of the Association present during any formal disciplinary action. When a request for representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided that no more than a 24-hour delay is incurred by unavailability of such representative.

Section 3 - Employee Rights

- A. The private life of any employee is not within the appropriate concern of the District unless it diminishes the effectiveness of the employee.
- B. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, gender, marital status or the presence of any disability, except as required in accordance with this Agreement or as otherwise provided by law.

Section 4 - Non-Discrimination

There will be no discrimination against any employee or applicant for certificated employment by reason of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, economic status, pregnancy, familial status, marital status, disability, or the use of a trained dog guide or service animal, by a person with a disability, because of membership or non-membership in the Association, or legal activity in the Association, including involvement in carrying out duties as an Association representative.

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under applicable laws and regulations.

Section 5 - Assignment/Transfer

The assignment and transfer of a teacher directly affects satisfaction and effectiveness. Assignment and transfer should match the teacher's qualifications in the areas of training, experience, and personal preference.

However, the subject, grade, school, and activity assignments shall be made by the District based upon the needs of the District and Academic Cooperative and the demonstrated skills, abilities, professional qualifications, and seniority of the individual teacher(s) to fulfill those needs.

A. Transfer/Reassignment

A transfer shall be defined as being voluntarily moved from a position in one (1) building within the District or Academic Cooperative to a position in another building within the District or Academic Cooperative.

A reassignment shall be defined as a change from one assignment to another assignment in the same building.

1. Voluntary Transfer or Reassignment

Any Cooperative teacher may submit a request for transfer or reassignment to the District at any time, whether or not a vacancy exists. A teacher may also submit a request for a transfer or reassignment after the posting of a vacancy notice (pursuant to the posting procedure under item B, vacancies) of this section.

In the determination of reassignments and transfers the teacher's personal preference, training, experience, and the best interests of the District and Academic Cooperative shall be considered.

2. Involuntary Transfer or Reassignment

Involuntary transfers of reassignments shall only be made for the following reasons: a decrease in the number of students which requires a decrease in the number of teachers, class size, elimination of program(s), reduced educational funding, or the needs of the Academic Cooperative.

If transfers or reassignments become necessary under the terms of this Agreement, the District shall actively seek volunteers prior to making involuntary transfers or reassignments. Teachers shall not be involuntarily transferred two consecutive years. Involuntary transfers from one district to another district shall not include elementary school teachers.

B. Vacancies

A vacancy is defined in this Agreement as any vacated or newly created position. An administrator may reconfigure a vacated or new position but the resulting position, if there is one, must be opened.

All vacancies and new positions involving teaching and/or professionally related duties shall be publicized to all Cooperative, certificated employees through a written notice which shall be posted in the faculty lounge of each building and an email will be sent to each employee.

Said notice of vacancy or new position shall set forth the qualifications for the position and the procedures for applying.

During the summer months, notification shall be made to the Association president and teachers by mail and by email.

Notification of all positions will be made a minimum of five days during the school year and 10 days during the summer before action is taken.

Current Lind-Ritzville Cooperative teachers who are interested, qualified, and who meet necessary qualifications will be interviewed. Priority consideration will be given to current teachers before hiring from outside the Cooperative can occur.

If a current teacher already has a transfer request on file, it is not necessary to make further application in order to be considered for any vacancies for which he/she may have applied.

Teachers will be notified of their tentative programs for the coming year, including the grade levels assigned, subjects they will teach, and any specific or unusual classes that they will have by May 30 or 30 days prior to a new term. However, due to fluctuating enrollment, staff changes, and other factors, it may be necessary to make changes. If changes are made by the District after these dates, the affected teacher(s) may choose release time or be paid at per diem rate for necessary prep work associated with the unforeseen *or emergency* schedule changes.

Teachers will receive: three (3) days release time or per diem rate for a new class or one that is significantly different than their current teaching assignment, two (2) days release time or per diem rate for a class previously taught if it has been over one (1) year or two (2) semesters, or one (1) day of release time or per diem rate for a class previously taught if less than one (1) year or two (2) semesters.

Any discrepancies regarding the number of days allocated for prep work will be resolved by LEA or REA and the District.

Section 6 - Academic Freedom

The parties agree that the District, under Washington State law, has final authority and responsibility in connection with the development and adoption of courses of study and with the lists of instructional materials. The parties adhere to the principle of the employee's freedom to think and express ideas and concepts on issues, when such are relevant to the District's instructional program, and when related to subject matter in a given grade level. The employee is expected to follow and utilize the District approved course of study. Employees will use professional judgment in determining the appropriateness of the issue 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.

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

Section 7 - Mechanical Monitoring

- A. No mechanical or electronic device shall be utilized to listen or record the procedures in any class without prior knowledge of the employee. If video devices are utilized in the evaluation process, it is the understanding of the parties that such tape or record will be solely utilized to improve the effectiveness of the employee involved.
- B. Security cameras at the District site locations exist for security purposes only and are not intended to be used for employee evaluations. Unless specifically directed by the Superintendent, only the Superintendent and building principals may use video cameras for the purpose of monitoring employee actions. If a security camera records an employee in the commission of a crime, the District may use that video evidence in disciplinary proceedings.

Section 8 - Personnel Files

- A. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy, at District expense, of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District.
- B. Personnel files shall be open only to the teacher, the Superintendent or his/her designee, or legal counsel for the District or counsel specified by the teacher, except as otherwise provided by law.
- C. The employee has a right to have a witness of his/her own choosing at the examination of his/her personnel file.
- D. Each employee's personnel file shall contain the following minimum items of information: all employee final evaluation reports, copies of annual contracts, teaching certificate, and a transcript of academic records.
- E. Any derogatory material not shown to an employee within fifteen (15) days after receipt shall not be allowed as evidence in a grievance or any disciplinary action against such employee.
- F. No evaluation, correspondence, or other material making derogatory reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.
- G. Confidential placement files will not be a part of the personnel file.
- H. Three (3) years following the inclusion of any disciplinary material in the personnel file, and providing that no subsequent finding has been entered, an employee may

make a request in writing to the Superintendent for removal of such material. No materials will be removed contrary to the applicable records retention schedule.

- I. It is recognized that each principal/evaluator may need to maintain an anecdotal record in order to aid the evaluator in the evaluation process. Such material shall not be kept beyond the completion of the evaluation and shall not be placed in the personnel file.

Section 9 - Employee Protection

The District shall provide liability insurance to protect employees against personal or bodily injuries in accordance with state law.

Section 10 - Teacher Facilities

Each building will provide facilities and equipment for use of teachers in that building insofar as the age and condition of the building and the District funds allow:

1. A faculty lounge
2. A communication system between classrooms and the main office where practical
3. Restroom separate from student restroom

All teachers will be issued keys to their classroom, faculty lounge, work area and outside door of their assigned building (may be limited to single point of entry per safety requirements).

Such keys shall be turned into the office at the end of each year unless special arrangements are made with the principal of the building.

Section 11 – Non-Instructional Duties

It may be necessary periodically to request that teachers perform supervisory duties during instructional hours.

These requests shall be made by principals on a rotating basis and shared equally among all teachers.

Section 12 – Complaint Process

- A. It is the intent of the Lind Education Association and the District to place priority on resolving formal complaints made against employees.
- B. Any formal complaint made against an employee by a parent, student or other person will be called to the attention of the employee within five (5) working days.

- C. After being informed of the complaint, the employee with an association representative may request a meeting with his or her supervisor regarding the complaint.

ARTICLE IV - REDUCTION IN FORCE

Section 1 - Programs, Services and Employee Retention

- A. If the educational program and services of the District must be reduced because of lack of financial resources, the following guidelines shall be taken into consideration by the Superintendent and his/her staff in determining the program and services to be retained, reduced or eliminated:
 - 1. The funds available for the implementation of the educational program or services.
 - 2. The effect upon the student in the classroom is of the highest priority; therefore, the programs to be retained shall attempt to minimize the consequences of program reductions upon students.
 - 3. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (e.g., Special Education, Vocational Education, federally supported programs, etc.

Section 2 – Definition of Layoff

The term “layoff” (RIF), as used herein refers to action by the Board reducing the number of teachers in the District due to reasons stated in Section 2 of Article VIII; it does not refer to decisions to discharge or non-renew an individual teacher for cause.

Section 3 - Initiation of Layoff

- A. A reduction in staff may be necessary for any of the following reasons:
 - 1. Special levy failure
 - 2. Decrease in state support
 - 3. Decrease in K-12 enrollment
 - 4. Change in state, county, or federal revenue sources

The necessity for and the extent of staff reduction will be determined by the Board

of Directors after receiving the recommendation of the Superintendent.

- B. A seniority list ranking each employee from greatest to least senior shall be provided to each employee and the Association by November 1 of each year. Employees will have until November 30 to make corrections as to their placement on the seniority list.
- C. In the event of the reduction of programs and services for financial reasons, the Superintendent shall:
 - 1. Ascertain to the extent possible the number of certificated positions, which will be available for the following school year by reason of normal attrition (e.g., retire/rehire, retirement, resignation, etc.), or by reason of leaves of absence under paragraph E below, and shall take such vacancies into consideration in determining the necessity for the termination of employees.
 - 2. Determine and recommend to the Board the number of employees as identified in paragraph D, which are required to implement the District's reduced educational program and services.
 - 3. Notify the Association not later than April 15 of anticipated layoffs.
 - 4. Prior to May 15 of the year immediately preceding the school year in which any reduced educational program will take effect, identify and submit to the Board of Directors for approval and action under RCW 28A.405.210 the names of any employees to be terminated under the District's reduced program and services.
 - 5. Provide written notification on nonrenewal of all affected employees on or before May 15.
- D. SENIORITY. To ensure that the employees recommended for retention will be qualified to implement the educational program determined by the applicable District Board, all eligible employees shall be retained for available positions on the basis of:
 - 1. Possessing a valid Washington State certificate as may be required for the position(s) under consideration.
 - 2. Seniority (full-time equivalent, FTE, years of experience within the state of Washington):

Seniority, for any employee hired in Lind school districts, shall be defined as the length of pre-12 regular certificated contract service within the District or any other district in the state of Washington. Less than a full year working experience shall be computed as the actual number of days employed by a district as a full-time employee or as a long-term substitute. Seniority for those who work less than full time

will be prorated according to the percent of the full-time contract that was worked.

In the event that a tie exists preference will be given to the employee with the greatest number of years in the District.

In the event that ties still exist, the preferences will be given to the employee(s) with the greatest number of credits beyond the B.A. as recorded in the District office as of April 15 of the year preceding the anticipated reduction.

In the event that ties still exist employees so affected shall participate in a drawing by lot to determine position on the seniority list.

- E. Any employee receiving written notice of nonrenewal pursuant to the provisions of this policy 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 non-renewal notice. Employees electing to take a "special leave of absence" shall be placed in the employee pool established under paragraph F below and shall be considered for reemployment according to paragraph D above. The personnel file of any employee taking a "special leave of absence" shall be amended to reflect that status and all reference to the nonrenewal of such employee's contract shall be removed from the personnel file.
- F. All employees who are not recommended for retention in accordance with these reduction-in-force procedures shall be terminated from employment and placed in an employment pool for possible reemployment for a period of up to two (2) contract years. Employment pool individuals will be given the opportunity to fill open positions under paragraph D above. If more than one such individual is available for an open position, the criteria set forth in paragraph D above shall be applied to determine who shall be offered such position.
 - 1. When a vacancy occurs for which any individual in the employment pool qualifies, notification from the District to such individual will be by certified or registered mail. Such an individual will have five (5) days during the school year and ten (10) days during the summer from receipt of the letter to accept the position.
 - 2. If an individual in the employment pool fails to accept a substantially equivalent position pursuant to this policy, such individual will be dropped from the employment pool.
 - 3. Employees placed in the employment pool will be given preference when substitute jobs are available during the school year.

ARTICLE V - WAGES, HOURS AND BENEFITS

Section 1 - Salary Payment

- A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.
- B. The District shall issue checks on the last working day of each month. The last weekday of the month of December will be considered the last working day of December.
- C. All compensation owed to an employee who is leaving the District shall, upon request, be paid within thirty (30) days after the final day of employment.
- D. In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made on or before the next pay period. Those cumulative errors that have accumulated in excess of sixty (60) days shall be adjusted at the rate they accumulated, except upon termination of employment. This provision shall be limited to mistakes made during any twelve (12) month period.

Section 2 – Insurance (SEBB)

The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefit Board (SEBB).

Section 3 - Hours of Work and Prep Time

- A. The starting and dismissal times, which may vary from school to school, shall be determined by the Superintendent. Commencing in the 2022-2023 school year, the starting and dismissal times for certificated staff are 8:00AM and 3:30PM. The length of the normal day shall consist of seven hours and thirty minutes, including a thirty-minute continuous duty-free lunch period. When school opens late or closes early due to hazardous conditions, the employee's day begins and ends when school opens and/or students are dismissed.
- B. Prep Time – All employees, full-time and part-time will receive daily prep time.

The Association and the District agree that preparation time is vital and shall be utilized for its intended purpose.

- 1. Full-time, certificated employees shall receive no less than 250 minutes of planning time within the student day per five (5) day work week, of which at least thirty (30) minutes per day will be continuous. An attempt will be made to offer each teacher at least fifty (50) consecutive minutes of prep time per

day. At the Elementary specialist time – P.E. and Music time will be utilized for preparation time. Preparation time shall be used at the employee's professional discretion.

2. Part-time certificated employees will receive planning time proportional to their teaching day.
 3. Occasionally, planning time may be lost due to schedule changes or a shortened workweek.
 4. Regularly occurring (weekly, monthly) meetings shall not occur during planning periods. Principals may schedule up to three (3) focus and five (5) comprehensive individual evaluation related meetings with employees during the school/work year.
- C. Employees shall obtain prior approval of the building administrator before leaving the building to which they are assigned during class or preparation period.
- D. Teachers who lose their prep time because they must cover another teacher's class, or they are required to attend an assembly or event, shall be reimbursed for loss of prep time at their per diem rate. EX. 50 or 70 minutes of coverage= 50 or 70 minutes of pay.
- E. Employees shall attend scheduled meetings of their schools or scheduled meetings called at the direction of the Superintendent of Schools. These meetings shall not exceed the seven (7) hour and thirty (30) minute-day by more than two (2) hours in any given month.

Section 4 - Teaching Hours

A school day shall mean each day of the school year in which enrolled pupils are engaged in educational activity planned by and under the direction of School District staff, as directed by the administration and Board. On days of late start or early release, for in-service or working without students, teachers shall work their regular day.

Section 5 - Work Year

- A. The length of the teacher work year for the duration of this contract shall be 184 days. This consists of 176 School Days, plus four (4) Conference Days, plus one (1) District In-Service Day, plus: 3 state-funded inservice/training days.
- B. Pay for Additional Time: A teacher shall be issued a supplemental (enrichment) contract not to exceed one (1) school year as per RCW 28A.400.200 (4) for the following as applicable.

1. Extracurricular advisorships as per Appendix C of this contract.
- C. Calculation of Per Diem
1. The rate for per diem pay will be calculated at 1/184th times the employee's annual salary.
- D. The District shall also provide and pay for two (2) sub days for each certified full-time and part-time employee. These two (2) days may be used for, but not limited to, TPEP work, grading, or classroom planning.
1. These two (2) days may be chosen at the discretion of the employee. However, no more than two (2) employees from each building can be scheduled on the same day.

Section 6 – Professional Responsibilities Stipend (PRS)

- A. All certified staff (full-time and part time) will receive an enrichment stipend of \$300 for certificate maintenance and/or professional learning. Professional Learning hours will be completed through Professional Responsibilities curriculum models. The District cannot assign or require more than four (4) hours of modules. If the required learning module watching exceeds four (4) hours the employee will receive additional pay at the rate of \$50.00 an hour. The Professional Responsibilities learning models may be watched and completed on or off campus. The four (4) hours must be documented. Any overage is to be paid the following month when required paperwork is submitted no later than the 10th day of the month.
- B. In years when Professional Learning modules are not assigned, staff may, under the following guidelines, be eligible for the \$300 enrichment stipend by participating in non-assigned, Professional Learning training. Such training must:
- Support current professional duties,
 - be pre-approved by the building principal,
 - be completed during non-work hours and
 - be equivalent to a full-day training.

Section 7 - Employee Development

The District shall develop, after consultation with the Association, an in-service program designed for the professional growth of the employees. Such in-service day(s) shall be scheduled by the District on one, or more (at the discretion of the District) of the contracted days. Staff development may cover the following areas:

1. Released time for classroom observation and visitation
2. Released time for staff development workshops

3. Workshops and classes designed to meet student needs

Section 8 - Orientation of Teachers

At the annual meeting of all teachers prior to the opening of school for students, the president of the Association or his/her designee shall be granted time to address the teachers.

During the orientation day and/or at the opening year building staff meeting, the administrators or their designees shall share information about the following:

1. Classroom and school procedures
2. Negotiated Agreement
3. School and student handbooks
4. Grading procedures
5. Equipment and instructional materials use
6. Supplies
7. Sickroom procedures
8. Attendance policy
9. Location and brief summary of learning objectives for subject or grad areas. Other topics may be discussed at the discretion of the administrators or their designees.

Section 9 - Calendar

The Superintendent will meet with the LEA and REA Presidents on or before March 1 to solicit the Association's input on the calendar for the ensuing school year. The calendar shall then be determined and adopted by the Board by its May meeting (cross-reference: Article II Section 3.f). The calendar must include two (2) full weeks of winter vacation.

Section 10 - Employee Transportation Reimbursement

Employees will be reimbursed for mileage at the State rate when driving their private vehicle to a District-approved meeting or conference. Use of private vehicles will be allowed if the District is unable to provide a District vehicle. Employees attending the same meeting/conference will be expected to use one vehicle for travel purposes if at all possible.

Section 11 - Continuing Education Expense Reimbursement

The District will contribute \$400 per employee per fiscal year (September 1 – August 31) for reimbursement of continuing education expenses. This includes class tuition, fees, cost of credits, workshop registration, fees, cost of clock hours, and any costs associated with the National Board Certification process and ProTeach process. Staff may be reimbursed in November, February, June, or August. A coursework approval form and appropriate documentation will be submitted to the business office by the 10th of the month that payment is requested. Any money not claimed within the fiscal year will not carry forward.

Also, the District will provide reimbursement of up to \$1,000 to *initial* National Board candidates upon completion and submission of their portfolios.

- In addition, the District will provide a one-time \$500 bonus to staff members who earn National Board Certification.
- Neither the \$1,000 or the \$500 one-time bonus applies to staff members who enter the District after attaining National Board status.
- These reimbursements are allowable only in the years in which they apply.

Section 12 – Professional Workplace

The District does not expect its employees to tolerate abusive, intimidating, threatening, or harassing behavior, whether in a verbal, written, or electronic form, from any student, parent, guardian, other employee or non-employee. The District will support an employee faced with such behavior in at least, but not limited to, the following ways:

- A. If such behavior is disruptive to the environment of the classroom or work area, the employee may ask the individual to leave. If that person refuses, the employee has the right to contact an administrator and ask to have the individual removed.
- B. The District will support and assist an employee faced with such behavior if said employee chooses to report the matter to proper law enforcement personnel who can investigate possible violations of state law, including, but not limited to, RCW 28A.635.
- C. When an employee is faced with communication (oral, written, or electronically transmitted) of an abusive, intimidating, threatening or harassing nature, the employee is not obliged to respond directly to this communication. The employee shall inform the building administrator who will assist in resolving or responding to the issue.
- D. The District will be responsible for providing a safe and secure working environment for all employees and for acting to stop any reported abusive, intimidating, threatening, or harassing behavior.

ARTICLE VI - LEAVES

Whenever a teacher is absent for any reason, he/she enters the absence into the electronic reporting system as far in advance as possible. In the event of the absence of a regular classroom teacher, a substitute will be hired whenever possible. All absences not covered by this Agreement shall be deducted from the teacher's salary at the daily rate of 1/184 of the teacher's annual salary. The Board recognizes the following types of leaves:

Section 1 - Sick Leave

- A. Employees shall be credited with twelve (12) days paid leave of absence per year for sick leave. Sick leave is defined as absence due to personal illness, medical appointment, or that of their dependent child or spouse's child. Such leave shall accumulate to a maximum of one hundred and eighty (180) days.
- B. Employees may use sick leave for illness, injury, or disability to attend to family members – grandfather, grandmother, father, mother, spouse, children, grandchildren, and those of the employee's spouse. Additionally, it may be used for children whom the employee or the employee's spouse is the legal guardian. Also, an employee may use up to two (2) days of sick leave for the birth of a grandchild.
- C. Notice of illness requiring time off from work shall be entered into the district's designated electronic reporting system as directed.
- D. Absence due to injury incurred in the course of employment may be compensated for in the following manner: For absence due to job-related injuries which qualify for Industrial Accident and Workman's Compensation coverage, a prorated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed the employee's normal salary, to a maximum of the employee's accumulated sick leave.

Section 2 - Sick Leave Exhaustion

In the event of a long-term illness, serious injury, disability, maternity or family illness and after sick leave benefits have been exhausted, the teacher shall upon request and upon verification by a physician licensed to prescribe or, in the case of psychological disability, a licensed psychologist, be granted a leave of absence without pay. This leave would be for the remainder of the school year or less, based on the teacher's ability to return to work as determined by a physician licensed to prescribe or, in the case of psychological disability, a licensed psychologist. The leave of absence without pay may, at the discretion of the Board, be renewed for one additional, complete school year. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. The District will make every effort to place a teacher returning from leave in a position similar to that previously held.

Section 3 – VEBA Sick Leave Reimbursement Plan

The Lind School District has adopted the VEBA III Sick Leave Reimbursement Plan pursuant to RCW 28A.400.210. The District agrees to make contributions to the “Plan” annually on behalf of all employees in the bargaining unit who are eligible to participate in the “Plan” by virtue of having excess sick leave. (Employees must have 180 days of sick leave.). VEBA III Memorandum of Understanding will be discussed and voted on by the bargaining unit annually

Retirement Contribution from the District The Lind School District has adopted the VEBA iii Sick Leave Reimbursement Plan pursuant to RCW 28A.400.210. Therefore, at the time of separation from the school district due to retirement or death, an eligible employee or the employee’s estate shall receive remuneration or contribution to the “Plan” (as per annual vote) at a rate equal to one (1) day’s current monetary compensation of the employee for each four(4) full days accrued sick leave up to a maximum of 180 days.

Section 4 – Annual Sick Leave Cash Out

Eligible employees may annually cash out sick leave in accordance with RCW 28A.400.210(1) and WAC 392-136-015.

Section 5 - Sick Leave Cash Out Upon Separation from District Employment

Eligible employees may cash out their sick leave upon separation from district employment in accordance with RCW 28A.400.210(2) and WAC 392-136-020.

Section 6 - Maternity and/or Paternity Leave

- A. An employee requesting maternity or paternity leave shall give written notice to the District at least four (4) weeks prior to commencement of said leave. The written request for maternity or paternity leave shall include a statement as to the expected date of return to employment, and as soon as practicable after childbirth. The employee shall inform the District of the specific day when the employee will return to work.
- B. An employee on maternity leave may apply any sick leave *the employee* has accrued to the time period from birth until cleared by the employee’s physician to return to work.
- C. In the event of a birth of an employee’s child, five (5) days sick leave will be allowed for paternity leave. Such days are deductible from sick leave and shall not accrue year to year.

Section 7 - Adoption Leave

An employee who has adopted a child may apply any accrued sick leave up to six (6) weeks for child rearing.

Section 8 - Military Leave

Employees shall be granted military leave of absence in accordance with RCW 38.040.060 for involuntary active duty training when required by law.

The employee requesting such leave shall present to the Superintendent valid orders from the appropriate military authorities showing the date and place of reporting, length of tour or of duty, and anticipated date of return to the District.

Such involuntary leave shall be with pay and shall not exceed fifteen (15) days in length.

Employees shall be granted military leaves of absence, without pay, during the time they are required, involuntarily, to serve on active duty in the armed services of the United States. Upon return to work from such, employees shall be assigned to the position last held, if available, or to similar positions in the District, if available.

Section 9 - Attendance at Meetings and Conferences

Leaves of absence without deduction of pay and with reimbursement of certain approved expenses shall be granted to teachers to attend professional meetings or visit other schools upon written request to the Superintendent (pending approval). As needed, the District shall provide substitute certificated teachers to perform the duties of teachers who have been granted leave to attend professional meetings.

Section 10 - Bereavement Leave

Up to five (5) days leave per occurrence with pay will be authorized by the District in the event of a death of any member of the immediate family. Immediate family includes spouse, significant other, son, daughter, father, mother, grandfather, grandmother, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other person living in the same household. Up to two (2) days leave per occurrence may be used for anyone the employee chooses. Additional leave may be granted upon approval of the Superintendent. Bereavement leave will not be deducted from sick leave

Section 11 - Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted to employees for jury duty. Any compensation received for jury duty performed on contracted days shall be reimbursed to the District. The employee shall notify the District when notification to serve on jury duty is received.

Except in cases where the District is a party and the employee is a witness against the District or in the event that the employee brings suit against the District, leave of absence with pay shall be granted to employees that are subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be reimbursed to the District unless the employee is testifying against the District.

Section 12 - Personal Leave

- A. Each employee shall have up to four (4) days personal leave at full pay. Unused personal leave days may be reimbursed at the employee's per diem rate of pay at the end of the school year (maximum 4 days reimbursed per year). Or the employee may choose to roll over unused personal leave days up to and/or a maximum of six (6) days in any given contract year.

Full-time Employee (.5 or greater) reimbursement at the employees daily per diem rate.

Part-time Employee (.49 or less) reimbursement at the employees daily per diem rate.

- B. Personal leave may be used for personal matters, which require absence during school hours. Teachers exercising the use of personal leave shall not be required to state the reason for taking personal leave.
- C. A request for personal leave must be submitted to the employee's immediate supervisor at least three (3) days prior to the need for such leave. Personal leave immediately prior to or immediately following a school holiday will be granted on a first come first served basis. The maximum number of staff that may exercise this option at a given time is four (4). Personal leave shall not be granted for the day prior to summer recess.

Section 13 - Emergency Leave

Four (4) days of emergency leave shall be granted for problems for which pre- planning was not possible and for which the employee could not attend to the problem during non-duty hours. If possible, the employee will give the building principal prior notice to requesting emergency leave. Emergency leave will be fully paid by the District. If the employee requests additional days, the Superintendent and an Association representative will determine if additional days are warranted. If an employee is denied additional days, the employee may use personal days as provided for in Article VI Section 9. Emergency leave will not be deducted from sick leave.

Section 14 - Association Leave

The Association shall be allowed up to fifteen (15) days aggregate paid leave per year for officers and members to attend to Association business. The cost of the substitute(s) shall be borne by the Association, provided a substitute is used. A request for such leave shall be

made to the Superintendent at least three (3) days prior to the effective date of the leave. Such leave is non-accumulative.

Section 15 - Leave of Absence

Leaves of absence up to one (1) year without pay or insurance benefits may be granted to employees for the purpose of study, travel, child rearing or recuperation. Employees desiring a leave of absence must submit a request to the Superintendent in writing by April 1 for the following school year. The request will then be submitted to the Board of Directors for their consideration. Exceptions to the request date for child rearing may be granted at the discretion of the Superintendent. Such requests shall not be unreasonably denied.

Upon return from leave, the employee shall be placed in the position last held or in a similar position for which the employee is qualified.

The Board may renew an employee's leave of absence for one (1) additional year.

Teachers may choose whether to have unpaid leave of more than two (2) weeks deducted from their paychecks in equal installments for the remainder of their contract or to not receive a paycheck during their unpaid leave. It may be necessary for the employee to pay the district for their portion of health insurance and other deductions while they are on leave. Teachers must notify the District office at least thirty (30) days prior to beginning their leave, unless unpaid leave is taken for an unforeseen reason in which thirty (30) days' notice cannot be provided.

Section 16 – Sick Leave Sharing

The District shall establish and administer a leave sharing plan in which employees who qualify under the provisions of RCW 41.04.665 may receive donated leave from other employees. The program will be administered in accordance with RCW 41.04.665 and chapter 392-136A WAC.

Section 17 – Paid Family and Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay the full amount of the payroll premium to fund this leave. The District shall use the state insurance carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave. See: <https://paidleave.wa.gov/>.

Section 18 – Family Medical Leave Act (FMLA)

An employee is entitled to twelve (12) work weeks of family leave (FMLA) during any twelve (12) month period. *Employees can choose to use their accumulated sick leave or unpaid leave.* An employee is anyone who was employed by the School District for a total of one year for at least 1,250 hours of service during the previous twelve months.

ARTICLE VI - MISCELLANEOUS

Section 1 - Student Discipline

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws.

All teachers shall be responsible for maintaining good order and discipline.

The Board and the administration will support and uphold the teachers in their efforts to maintain discipline in the District.

The administration will respond as soon as possible to the teacher's requests regarding discipline problems.

Instances where student behavior warrants suspension or expulsion, such student shall be afforded an opportunity for a hearing and due process in accordance with federal and state laws, Washington Administrative Code, and adopted Board policy. Such disruptions or distractions shall be carefully documented by the teacher specifying dates of occurrence and specific acts.

Section 2 – Student Grades

- A. Teachers have the exclusive right and responsibility to determine grades and other student evaluations.
- B. A teacher's grade or other evaluation of a student may not be changed without consultation and consent of the teacher.

Section 3 - Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee.

- B. The employee, where reasonably possible, shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 4 - Class Size

- A. The LEA, REA and District jointly recognize that small class size is beneficial for student success. Therefore, the District will attempt to keep classes within the class size maximums.
- B. The class size maximums are:

K-2	20
3-5	25
6-8	28
9-12	33

Library, K-5 music, and K-5 P.E. will be excluded from class size limits. 6-12 Band will be excluded from class size limits. 6-12 Health & Fitness/P.E. will fall under class size limits.

- C. If class size exceeds recommended maximum standards, then the assigned classroom teacher will receive monetary compensation for the overages.
- D. Beginning week 1 (day 1) of school, in elementary the assigned classroom teacher will receive \$6 per student over the maximum per day.
- E. Beginning week 3 (day 11) of school, the assigned middle school and high school classroom teacher will receive \$2 per student over the maximum per period.
- F. The classroom teacher must keep track and document overage days and turn them into the District Office monthly.

Section 5 - Individual Contracts

- A. By May 15th of each year (or June 15th if the state legislature is not out of session), the District shall provide each teacher a letter of reasonable assurance for the following year. On or before the first day of school, the District will provide each employee with a standard contract with their current year information.
- B. Two (2) copies of the contract shall be signed by the superintendent and shall be given to the employee each year for signature. One (1) copy is retained by the employee at the time it is signed. The other copy is to be returned to the District office and is then placed in the employee's personnel file.

- C. There shall be a supplementary contract for extracurricular and special assignments which shall be one (1) year in duration. This contract may be renewed each year at the sole discretion of the Board. If the Board does not choose to renew a supplementary contract, the District shall state the reasons in writing to the teacher by June 30th. If extraordinary circumstances occur after June 30th, then the District may choose not to renew and must give reasons in writing in a timely manner to the teacher.
- D. A teacher under contract shall be released from the obligations of the contract under the following conditions:
1. A release from contract shall be granted provided a written letter of resignation is submitted prior to the 1st of July.
 2. A release from contract may be granted after the 1st of July at the Board's discretion.
 3. A release from contract shall be granted in case of illness, injury or other personal matters which make it impossible for the teacher to continue teaching in the District. The employee shall be responsible to provide the District information to justify impossibility of performance.
- E. The length of an assigned teacher contract shall be that identified in Article VI, Section 5.
- F. A maximum of three (3) additional per diem days will be provided to retirees of the District who notify the District in writing of their intent to retire prior to specific deadlines.
1. If notification is received on or before March 15th, then three (3) additional per diem days are allowed.
 2. If notification is received on or before April 15th, then two (2) additional per diem days are allowed.
 3. If notification is received on or before May 1st, then one (1) additional per diem day is allowed.

The purpose of these days is to allow the District to plan for possible program changes and to be able to begin recruitment of replacement staff. It also provides compensation to the retiree for cleaning out of old materials, preparing their room for the upcoming year, and to assist in the orientation of the new employee.

Section 6 - Mentor-Beginning Teacher Program

In order to implement the mentor teacher-beginning teacher assistance program, the District and Association agree to the following provisions:

- A. When funded by the State or at the Board's discretion if not funded, the District shall provide each beginning teacher with a mentor for the purpose of:
 - 1. Assisting to create familiarity with textbooks, student learning objectives, instructional materials, orientation to school building practices, etc.;
 - 2. Helping the teacher(s) develop collegial relationships to other staff members;
 - 3. Providing opportunities to discuss experiences in classroom management, seeking new ideas and alternative strategies for instructional presentations and to receive feedback and encouragement.
- B. The District's mentor teacher program shall be totally voluntary. The District shall not request or require any teacher to apply for participation.
- C. Teachers desiring to become mentors shall apply in writing to the Superintendent, with a copy to the Association. Selections shall be based upon the following criteria (with no implied priority):
 - 1. Teacher experience in the subject matter or grade level of the beginning teacher
 - 2. A valid teaching certificate
 - 3. At least three (3) years of teaching experience in the District
 - 4. Recommendation of his/her principal

Under no circumstance shall a teacher be rejected for a mentor position for arbitrary, capricious, or discriminatory reasons.
- D. Selected mentor teachers shall, in addition to their regular compensation, receive an additional stipend of **\$750** per year. All compensation shall be by supplemental contract.
- E. Selected mentor teachers shall be placed on a supplemental contract and paid according to the rules and regulations established by the District.
- F. Selected mentor teachers agree to follow and adhere to the prescribed duties and assignments of the District-directed mentor program.
- G. Mentor teachers and beginning teachers shall receive four (4) days release time per school year for beginning or peer evaluations, TPEP preparation, and other

collaborative work necessary to guide a beginning teacher.

- H. Mentor teachers shall not in any way participate in, or contribute to, the performance evaluation of beginning teachers.

Section 7 – Shared Employee(s)

- A. A shared employee(s) shall be considered only an employee of their contracted school district (Lind or Ritzville).
- B. A shared employee will be observed and evaluated by a Cooperative Administrator. The shared employee will be notified by their building administrator as to who will be doing their evaluation within the first week of school.
- C. A shared employee(s) shall be given one (1) prep period each day (equal to the number of minutes that each high school teacher receives.). Prep time shall not be used for travel time. If it is necessary for prep time to be used for travel time, the shared employee(s) shall be compensated in the following manner: A teacher's hourly rate of pay will be calculated. The hourly rate will be divided by sixty (60) and multiplied by the number of minutes of prep time lost daily to travel.
- D. A shared employee(s) shall receive an uninterrupted 30-minute lunch time each day. Lunch time shall not be used for travel time.
- E. A shared employee(s) shall receive thirty (30) minutes of travel time each day as part of the 7 ½ hour workday.

Section 8 – Travel Provisions

- A. A vehicle will be provided by the District for the employee(s) to use for transportation to and from Lind or Ritzville, upon approval.
- B. If the District is unable to provide transportation due to vehicle problems or unavailability, the employee will use their own vehicle and they will be reimbursed at the current state rate for mileage.
- C. An employee may choose to use their own vehicle for transportation. If an employee chooses to use their own vehicle for transportation, they will not be reimbursed for mileage or usage.
- D. This travel provision will not apply to any new employee hired after August 31, 2017. This travel provision will still apply to Ritzville employees teaching in Lind who were hired prior to August 31, 2017.

Section 9 – Compensation for Moving

- A. Employees moving their classroom due to teaching assignment, reassignment, voluntary transfer, involuntary transfer, or building reorganization will be compensated the following amount for packing, moving, unpacking, and organizing instructional and classroom materials.
 - 1. \$500.00 if moving from one building to another building.
 - 2. \$250.00 if moving from one room to another room within the same building.
 - 3. Administrative approval and signature needed for payment.

ARTICLE VII – EVALUATIONS

It is the responsibility of the District, acting through its respective administrative staff or their designees, to establish an evaluation process and performance criteria for teachers covered by this Agreement.

The District shall evaluate teachers in accordance with RCW 28A.405.100. Evaluation procedures shall include: the comprehensive evaluation and the focused performance evaluation with professional growth. Issues not addressed herein shall be followed in accordance with applicable law.

Section 1 – General

- A. Provisional Teachers: RCW 28A.405.220. Teachers shall be considered provisional during their first three years of teaching. Teachers in their first year of teaching must be observed once during the first ninety (90) calendar days. Provisional staff will be observed a minimum of twice per year for a total not less than sixty (60) minutes. During their third year of provisional status teachers will be observed a minimum of three (3) times for a total of not less than ninety (90) minutes. An employee who has completed at least two (2) years of certificated employment in another school district in the state of Washington shall be considered a provisional employee during their first year of employment with the district. Provisional teachers need not be placed on probation. Nonrenewal shall be in accordance with RCW 28A.405.220.
- B. During each school year all teachers subject to a comprehensive evaluation shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each teacher for each school year shall not be less than sixty (60) minutes.
- C. If a teacher is transferred to another position not under the evaluator's jurisdiction, an evaluation shall be made prior to such transfer (unless the District and employee agree to waive this provision).

- D. If a teacher resigns during the school year, a final evaluation shall be completed prior to the time the teacher terminates employment with the District, if practical.
- E. Summative performance ratings shall include: Level 1 – unsatisfactory, Level 2 – basic, Level 3 – proficient, and Level 4 – distinguished. A classroom teacher shall receive one of the four (4) summative performance ratings for the evaluation as a whole, which shall be the Comprehensive Summative Evaluation performance rating.
- F. Observations for non-probationary teachers may not be done during the first two (2) weeks of school, on Halloween day, Valentine’s Day, during the week prior to Spring Break, or during the week prior to Winter Break.
- G. Evaluations for provisional and probationary teachers must be completed by May 15 and for all other teachers by June 1.
- H. A Comprehensive Performance Evaluation shall be provided to teachers at least once every six (6) years. All other years shall require a focused performance evaluation.
- I. Evaluators will use the agreed upon evaluation tool/form as agreed upon in collaborating between the District and the Associations.

Section 2 – Reports

- A. Upon completion of a formal observation for the purpose of evaluation by the evaluator, the teacher and the evaluator shall meet to discuss the observation within five (5) working days of the observation. A teacher shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two (2) occasions in each school year.
- B. Upon completion of an evaluation, the teacher and the evaluator shall meet to discuss the evaluation. In addition, the teacher shall sign the School District’s copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with the content of the evaluation report. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the teacher receives a copy, or they may be forwarded to the personnel office within seven (7) school days following the evaluation conference.
- C. Evaluations are to be comprised of a minimum of two formal observations and informal observations and other information regarding an employee's work performance.

Section 3 – LGBTQ Curriculum – RCW 28A.405.100

A teacher's evaluation may not be negatively impacted if a teacher chooses to use school board approved curriculum or instructional materials that address subject matter related to sexual orientation including gender expression or identity so long as the subject matter is age-appropriate and connected to the teacher's content area.

Section 4 – Probation

- A. In the event that an evaluator determines on the basis of the evaluation criteria that the performance of a teacher under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent. A non-provisional teacher's work is judged as unsatisfactory if he/she receives an overall rating of unsatisfactory (Level 1) or basic (Level 2) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period if the teacher has more than five years teaching experience.
- B. If the Superintendent concurs with the evaluator's judgment that the performance of a non-provisional teacher is unsatisfactory, the Superintendent shall place the teacher on probationary status any time after October 15. A probationary period of sixty (60) school days shall be established. On or before the commencement of the probationary period, the teacher shall be given written notice of such action. The notice shall contain the following information:
 - 1. Specific areas of performance deficiencies.
 - 2. A suggested program for improvement.
 - 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
 - 4. A statement indicating areas of assistance to be provided by the administration.
- C. If procedural errors occur in the probation or implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities, unless they materially affect the effectiveness of the plan or the ability to evaluate the probationer's performance.

Section 5 – Evaluation During the Probationary Period

- A. At or about the time of the delivery of a probationary letter, the evaluator will hold a conference with the probationary teacher to discuss the probationary process.
- B. 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, if any, by the teacher. The evaluator may authorize one additional certificated employee to evaluate the probationary teacher and to aid the employee in improving his or her areas of deficiency. The provisions in Section 2 A-B herein

shall apply to the documentation of evaluation reports during the probationary period.

- C. The probationary teacher shall be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. The probationary teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive performance evaluation rating of Level 2 or above for a teacher with five or fewer years of experience, or of Level 3 or above for a teacher with more than five years' experience.
- D. During the probationary period, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district.

Section 6– Supervisor's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary teacher has satisfactorily improved and which shall set forth one (1) of the following recommendations for further action:

- A. That the teacher has demonstrated improvement to justify the removal of the probationary status; or
- B. That the teacher has not demonstrated sufficient improvement and action should be taken to non-renew the employment contract of the teacher.

When a continuing contract employee with five (5) or more years of experience receives a comprehensive performance evaluation rating below basic (Level 2) for two consecutive years, the school district shall, within ten (10) days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge.

Section 7– Post Probation Transfer

Immediately following the completion of a probationary period that does not result in a satisfactory evaluation (proficient for employees with more than five years' experience or basic for employees with five years or less), 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.

Section 8 – Evaluation Scoring Criteria

In order to establish each criterion, score the following calculations will be utilized.

- 1.874 or less = Unsatisfactory (rating of 1)
- 1.875 – 2.625 = Basic (rating of 2)
- 2.626 – 3.624 = Proficient (rating of 3)
- 3.625 – 4 = Distinguished (rating of 4)

Each criterion score will be turned into a letter rating and a corresponding score of 1 = Unsatisfactory, 2 = Basic, 3 = Proficient and 4 = Distinguished. The summative rating for comprehensive evaluation will be based upon the sum of all eight rating scores. A summative rating of 8–14 is Unsatisfactory, 15–21 is Basic, 22–28 is Proficient and 29–32 is Distinguished. An explanation of the Student Growth Impact Rating and the final summative rating is contained in Appendix E.

Section 9 – Comprehensive Employees

- A. Definition: The term “comprehensive employee” shall be those employees who are in their first (1st), second (2nd) or third (3rd) year of provisional employment with the District, any employee who received a comprehensive performance evaluation rating of Level 1 or Level 2 in the previous school year who do not qualify for focused performance evaluation. These employees will receive a comprehensive performance evaluation.
- B. Frequency of Evaluation: Comprehensive employees shall be evaluated annually; which evaluation shall be completed prior to May 15th for provisional employees and June 1st for non-provisional employees.
- C. Observations: Comprehensive employees shall be formally observed (at least and no less than) two (2) times per school year, as per contract. Each formal observation shall be no less than thirty (30) minutes in length. Total observation time for each employee shall not be less than sixty (60) minutes each school year. See Section 1.A. above regarding observations of provisional employees.
- D. The employee or evaluator may require that the comprehensive performance evaluation process be conducted in any given school year. A comprehensive performance evaluation shall be provided to teachers at least once every six (6) years.

Section 10 – Focused Employees

- A. Definition: The term “focused employee” is a continuing employee with satisfactory

evaluations, provided that any such employee or evaluator may opt out of focused status for any full year, and further provided that one (1) year out of every six (6) the comprehensive evaluation must be used. A focused performance evaluation may only be used for teachers who received a performance rating of proficient (Level 3) or above in the previous school year.

- B. Frequency of Evaluation: Focused employees shall be evaluated annually; which evaluation shall be completed prior to June 1st.
- C. Observations: The focused performance evaluation shall be based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes, if the evaluation includes a criteria that requires observation.
- D. Negative Evaluation Bar: The focused performance evaluation may not be used as a basis for the non-renewal of an employee's contract.
- E. Removal from Focused Performance Evaluation: If the evaluator of an employee has reason to believe the focused performance evaluation option should be dropped during the year, written notification must be given of the reasons for the decision by December 15.
- F. The evaluator must assign a comprehensive performance evaluation rating for the focused performance evaluation.
- G. A teacher may be transferred from a focused performance evaluation to a comprehensive performance evaluation at the request of the teacher or principal, or at the direction of the teacher's evaluator.
- H. Focused performance evaluations shall include an assessment of one of the eight criteria selected for a performance rating plus professional growth activity specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive performance evaluation as benefitting from additional attention. A group of teachers may focus on the same evaluation criteria and share professional growth goals.
- I. A teacher may apply the focused performance evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the professional educator standards board.

ARTICLE VIII – GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. A "grievant" shall mean an employee or group of employees alleging a grievance. The Association may be the grievant where there is an alleged violation of an Association right.

- B. A "grievance" shall be defined as an alleged violation of the express terms of this Agreement.
- C. "Days" shall be defined as employee employment days. After the close of the school year, days shall mean calendar days.

Section 2 - Time Limits

Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at the level. Failure at any level of this procedure by the District to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

Time limits may be extended by mutual agreement, in writing, of the parties.

Section 3 - Form of Grievances

All grievances must be in writing and shall contain the following:

- A. It shall be signed by the grievant.
- B. It shall be specific and give a synopsis of the facts giving rise to the alleged violation.
- C. It shall cite the section or subsections of the Agreement alleged to be violated.
- D. It shall contain the date of the alleged violation.
- E. It shall specify the remedy requested.

Section 4 - Procedure

Step 1 – Immediate Supervisor. The parties acknowledge that it is usually desirable for a grievant and their immediately involved supervisor to resolve grievances through free and informal communications. Therefore, within twenty (20) working days after the occurrence of the cause of the alleged grievance, the grievant shall present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within five (5) days after receipt of the written grievance. The supervisor shall provide the grievant a written answer to the grievance within five (5) days after this meeting.

Step 2 – Superintendent. If the grievant is not satisfied with the disposition of the grievance at Step 1, then, the grievant may file the grievance in writing with the Superintendent within five (5) days after receiving the response. Within five (5) days of receipt of the appeal from Step 1, the Superintendent or his designated agent shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days after this meeting, the

Superintendent or designated agent shall render a written disposition, transmitting a copy of the same to the grievant.

Step 3 – Board of Directors. If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may, within five (5) days after receiving the Step 2 response appeal the grievance to the Board of Directors by filing such written grievance along with the decision of the Superintendent to the secretary of the Board. Upon proper filing the Board will consider the grievance at its next regularly scheduled meeting. Within ten (10) days from the Board hearing of the grievance, the Board shall render its decision in writing.

Step 4 – Arbitration.

- A. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievant may request in writing within five (5) days after a decision by the Board, or within five (5) days after the Step 3 procedures have been completed, whichever is sooner, that the Association submit the grievance to arbitration. If the Association determines that the grievance should proceed to arbitration, the Association may by written notice to the Superintendent within five (5) days after receipt of the request form from the grievant, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator.
- B. Within five (5) days after such written notice of submission to arbitration, the Superintendent or designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator within ten (10) days, the parties may make a request for a list of arbitrators from either the American Arbitration Association (AAA) or the Federal Mediation Conciliation Services (FMCS). Upon receipt of a list of arbitrators, each party will individually have the opportunity to strike through any name which is unsatisfactory to them. Then each party shall number the remaining names and return them to either AAA or FMCS within ten (10) calendar days.
- C. The parties agree to use the labor arbitration rules of either the American Arbitration Association or the Federal Mediation Conciliation Services according to their affiliation.
- D. Neither party shall be permitted to assert in the arbitration proceeding any evidence which was not submitted to the other party at the conclusion of Step 3; however, if new evidence should arise after the conclusion of Step 3 that would have a substantial bearing on the grievance, then that evidence may be submitted at the arbitration hearing. The party seeking to submit the new evidence will give as much notice to the other party as is reasonably possible.

The arbitrator shall be without power or authority to render a decision which would require the commission, or an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from,

modify or amend any of the terms of this Agreement. The arbitrator shall have no power to substitute his discretion for that of the Board in any matter that has not been specifically addressed by the express terms and conditions of this Agreement.

- E. The following are specifically excluded from the jurisdiction of the arbitrator:
1. The termination of service of or failure to reemploy any provisional employee.
 2. The termination of service or failure to reemploy any employee to a position on the supplementary salary schedule(s).
 3. Any matter involving the contents of an employee evaluation.
 4. All matters excluded elsewhere in this Agreement or excluded in the accompanying memorandum(s) of agreement.
- F. The decision of the arbitrator will be submitted to the Board and the grievant and the Association and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

ARTICLE IX - DURATION

Section 1 - Effective Dates

- A. This Agreement shall be effective when ratified and signed by both parties and shall continue in effect until August 31, 2026 Salary provisions shall be effective at the beginning of the 2023-2024 school year.
- B. If it is determined by the Superintendent of Public Instruction or the state auditor that payment of such salaries is out of compliance with state law, such payment shall be null and void and the parties shall return to the bargaining table.
- C. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Section 2 - Reopeners

- A. This Agreement may be opened for amendments only by the mutual consent of both parties, provided however, that during its term the Agreement may be reopened as follows:
1. This Agreement may be reopened, upon written notice from the Association or the District on or before May 1, 2025, to negotiate salary, health insurance benefits, and two additional items per side.
 2. The moving party shall provide the other party with a written proposal by May 15 annually.
 3. If neither party exercises this option in accordance with the above, the option to reopen shall be waived, and all terms and conditions of the Agreement shall continue without change through August 31, 2025

Section 3 - Successor Agreement

This Agreement may be opened, upon written request by either party by May 1, 2025, for the purpose of negotiating a successor Agreement. The negotiations shall commence no later than May 15, 2025 The moving party shall provide the other party with a written proposal at the first meeting of the negotiating teams.

ARTICLE X - SIGNATORIES

In witness thereof, the parties hereto have entered into this Agreement this
1st day of June, 2023 .

Lind School District NO. 158

Superintendent _____ Signature on
file _____

Board President : _____ Signature on
file _____

LIND EDUCATION ASSOCIATION

President _____ Signature on
file _____

APPENDIX A – 2023-24 LRCS SCHOOL CALENDAR

Lind-Ritzville Cooperative Schools 2023-2024 School Calendar

AUGUST 2023							SEPTEMBER 2023							OCTOBER 2023						
Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa
			1	2	3	4						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
4							10							19						
NOVEMBER 2023							DECEMBER 2023							JANUARY 2024						
Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
19							14							19						
FEBRUARY 2024							MARCH 2024							APRIL 2024						
Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa
				1	2	3						1	2		1	2	3	4	5	6
4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
19							19							17						
MAY 2024							JUNE 2024							JULY 2024						
Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			

August 14 - Secretaries Return
August 22 - Teacher In-Service - NO SCHOOL
August 23 - ALL LRCS Staff In-Service - NO SCHOOL
August 28 - First Day of School (1st -12th grade)
August 31 - First Day of Transitional Kindergarten & Kindergarten
September 1 & 4 - Labor Day Break - NO SCHOOL
October 6 - ALL LRCS Staff In-Service - NO SCHOOL
October 26 & 27 - Fall Conferences - NO SCHOOL
October 30 - End of Midterm 1
November 10 - Veteran's Day - NO SCHOOL
November 22 - Thanksgiving Break - EARLY RELEASE
November 23-24 - Thanksgiving Break - NO SCHOOL
December 20 - Winter Break - EARLY RELEASE
December 21 - January 3 - Winter Break - NO SCHOOL
January 15 - Martin Luther King Jr Day - NO SCHOOL
January 18 - End of Semester 1
February 19 - Presidents Day - NO SCHOOL
February 20 - ALL LRCS Staff In-Service - NO SCHOOL
March 26 - End of Midterm 2
March 28 & 29 - Spring Conferences - NO SCHOOL
April 1 - 5 - Spring Break - NO SCHOOL
May 27 - Memorial Day - NO SCHOOL
June 1 - LRHS Graduation
June 7 - Last Day of School - EARLY RELEASE
June 10 & 11 - Snow Days (if needed)

176 School Days
 4 Teacher/Staff In-Service Days
 4 Conference Days
 41 Days in First Midterm
 85 Days in First Semester
 46 Days in Second Midterm
 91 Days in Second Semester

Approved 3/27/23

APPENDIX B – 2022-2023 SALARY SCHEDULE
LIND SCHOOL DISTRICT

Table of Total Base Salaries for Certificated Instructional Staff **2022-2024 Certificated Salary Schedules**: Three (3) State-funded Learning Days and one (1) District-funded Inservice day included. Increase for 2022-2023 school year reflects an increase of 5.5%.

Table Of Total Base Salaries For Lind Certificated Instructional Staff
2023-2024 Salary Grid Proposal

Years of Service	2.00% Increase							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	50,989	52,367	53,793	55,223	61,132	62,767	65,721	68,679
1	51,676	53,072	54,517	56,010	61,811	63,586	66,448	69,386
2	52,329	53,739	55,199	56,808	62,496	64,401	67,118	70,089
3	53,003	54,426	55,903	57,562	63,144	65,218	67,755	70,799
4	53,664	55,150	56,635	58,352	63,824	66,057	68,465	71,531
5	56,088	56,714	57,339	59,152	64,515	66,901	69,141	72,266
6	56,792	57,426	58,059	59,962	65,223	67,706	69,826	72,966
7	58,040	58,687	59,335	61,341	66,550	69,240	71,218	74,448
8	59,921	60,589	61,258	63,430	68,637	71,510	73,372	76,717
9		62,600	63,290	65,541	70,746	73,846	75,593	79,054
10			65,347	67,760	72,968	76,245	77,877	81,452
11				70,044	75,252	78,708	80,269	83,915
12				72,256	77,626	81,272	82,723	86,481
13					80,084	83,900	85,238	89,107
14					82,614	86,626	87,932	91,834
15					84,761	88,879	90,217	94,222
16 or more					86,456	90,656	92,021	96,106

APPENDIX C – 2019-2022 EXTRACURRICULAR SALARY SCHEDULE

Supplemental contracts for extracurricular and special assignments shall be one (1) year in duration. A supplemental contract may be renewed or terminated at the sole discretion of the Board. **Refer to ARTICLE III, Section 7, Part C for further clarification. *All extra-curricular clubs or activities shall be approved by the building principal on an annual basis.

Base rate increases to \$39,500 in 2019-2020, \$41,000 in 2020-2021, at which time salary schedule will de-link from percentages at the agreed upon amount. \$41,861 in the 2021-2022 school year. \$44,116 in the 2022-2023 school year (reflects a 5.5% increase). During future negotiations, the supplemental salary schedule (Appendix C) will be negotiated simultaneously by a team consisting of members from both Lind LEA and Ritzville

Extracurricular pay for supplementary contracts shall be paid in the monthly payroll in 12 equal installments.

Middle School

FFA 13%

- MS ASB Advisor 6%
- MS Lunch Supervisor (3) 6% each (Supervisory activities coordinated with the principal)
- Game Set-Up 3% [Only games played in Lind. No supervisory duties.
 - Duties include Volleyball, Girls and Boys Basketball – setup bleachers, score clock, microphone (make sure operating correctly), towels for referees, dust mop gym floor before games, and ice. Duties included for football, Softball, and Baseball – ice, setup score clock, microphone (make sure operating correctly)].
- Class Advisor (3) 3.5% each
- National Honor Society 3%
- Camp Wooten Chaperone (2) \$400 each
- K-4 Music 2% *In the event that the Lind School District position becomes K-8, the stipend would return to 6.5%
- MS Concessions/Kennel Club 5%

High School

- Band/Music/Choir 13%
- FFA 13%
- FBLA 10%
- FCCLA/FACS 10%
- HS ASB Advisor 6%
- Lunch Supervisor 6% (Supervisory activities coordinated with the principal)
- Co-Op Assessment Coordinator 6%

- Drama 4.5%
- Class Advisor (3) 3.5% each
- Senior Advisor 3.5%
- Senior Project Coordinator 4%
- National Honor Society 3%
- Knowledge Bowl 4%
- Yearbook 6.5%
- (*Graduation Coordinator by stipend for hours of service)

***If Middle School publications (2%), MS drama (2%), WE Lind-Ritzville (3%), MS Knowledge Bowl (2%), Seattle Trip (2@ \$400), MS FCCLA/FACS (6%) * if FCCLA is not included; FACS – 4%, MS Yearbook (6.5%), High School Publications (4%) get reinstated as activities/classes, the supplementary contract(s) and stipend(s) will be added to the Extracurricular Salary Schedule during the next contract revision without negotiation and will be paid in the school year that the activity/class is reinstated.

APPENDIX D – COVERAGE DURING PREP TIME
Lind-Ritzville Cooperative Schools

Staff member requesting reimbursement for prep time loss:

Date of coverage: _____

Coverage for: _____

How many periods covered _____

OR

(If elementary) How many minutes covered _____

Principal or Secretary Approval _____

APPENDIX E – CREDIT APPROVAL FORM

CREDIT APPROVAL FORM

**Application to Apply Credits Earned After September 1995
To the Lind-Ritzville Cooperative Salary Schedule**

The 1995 State Legislature has mandated that credits (including clock hours) earned after September 1, 1995 shall count only if the content of the course meets one or more of the State-defined criteria listed in Section 4 below. It is necessary to complete this form and establish eligibility before any credits earned after September 1, 1995 will be accepted for District salary placement. A separate form is required for each transcript or clock hour activity.

Section 1 – Employee Requesting Salary Schedule Placement

Name _____ Grade/Subject Area _____

Section 2 – College Credits

1. Course(s) Title _____

2. Credit Provider _____
(Must be approved by the State of Washington)

3. Date Awarded by Registrar _____

Section 3 – Clock Hours

1. Course(s) Title _____

2. Sponsoring Provider _____
(Must be approved by the State of Washington)

3. Date(s) of Attendance _____ Number of Clock Hours _____

Section 4 – Certification (State-defined criteria must meet one or more of the following:)
I hereby certify that the content of the course(s) in which the above described credits were earned is:

- ☐ Consistent with the District’s strategic plan for improving student learning.
- ☐ Consistent with a school-based plan for improving student learning developed for the school in which the individual is assigned, in accordance with State law.
- ☐ Pertinent to the individual’s current assignment or expected assignment for the following school year.
- ☐ Necessary for obtaining an endorsement as prescribed by the state board of education
- ☐ Specifically required for obtaining advanced levels of certification; or
- ☐ Included in a college or university degree program that pertains to the individual’s current assignment, or potential future assignment, as a certificated instructional staff employee.

Explain specifically how these credits meet the criterion identified above:

Employee’s Signature

Date

Principal’s Signature

Date

Superintendent’s Signature

Date

APPENDIX F - MEMORANDUM OF UNDERSTANDING
BETWEEN THE

LIND SCHOOL DISTRICT
AND THE
LIND EDUCATION ASSOCIATION

The Lind School District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in any Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

ANNUAL SICK LEAVE CONTRIBUTIONS: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days of unused sick leave. To be eligible during the term of the Plan, an employee must have earned at least 180 days of unused sick leave as of the effective date of this agreement, not including any front-loaded days.

RETIREMENT OR SEPARATION FROM SERVICE CONTRIBUTIONS: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave conversion rights during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

- ☒ Annual Sick Leave Contributions
- ☒ Retirement or Separation from Service contributions

The term of this agreement shall be from _____ to _____.
(The language in this agreement assumes the term shall coincide with the employee group's contract year).

Signed for the Lind Education Association Members:

_____ Date: _____

Signed for the Lind School District:

_____ Date: _____

Signed for the Lind Education Association Members:

_____ Date: _____

Signed for the Lind School District:

_____ Date: _____

APPENDIX G – MARZANO FRAMEWORK AT A GLANCE 8 CRITERION

The Marzano Teacher Evaluation Model At a Glance
Version 1.1

Criterion 1	Criterion 2	
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	
<p>Component 1.1: Providing Clear Learning Goals and Scales (Rubrics)</p> <p>Component 1.2: Celebrating Success</p> <p>Component 1.3: Understanding Students' Interests and Backgrounds</p> <p>Component 1.4: Demonstrating Value and Respect for Typically Underserved Students</p>	<p>Component 2.1: Interacting with New Knowledge</p> <p>Component 2.2: Organizing Students to Practice and Deepen Knowledge</p> <p>Component 2.3: Organizing Students for Cognitively Complex Tasks</p> <p>Component 2.4: Asking Questions of Typically Underserved Students</p>	<p>Component 2.5: Probing Incorrect Answers with Typically Underserved Students</p> <p>Component 2.6: Noticing when Students are Not Engaged</p> <p>Component 2.7: Using and Applying Academic Vocabulary</p> <p>Component 2.8: Evaluating Effectiveness of Individual Lessons and Units</p>
Criterion 3	Criterion 4	Criterion 5
Recognizing individual student learning needs and developing strategies to address those needs.	Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.
<p>Component 3.1: Effective Scaffolding of Information Within Lessons</p> <p>Component 3.2: Planning and Preparing for the Needs of All Students</p>	<p>Component 4.1: Attention to Established Content Standards</p> <p>Component 4.2: Use of Available Resources and Technology</p>	<p>Component 5.1: Organizing the Physical Layout of the Classroom</p> <p>Component 5.2: Reviewing Expectations to Rules and Procedures</p> <p>Component 5.3: Demonstrating "Withitness"</p> <p>Component 5.4: Applying Consequences for Lack of Adherence to Rules and Procedures</p> <p>Component 5.5: Acknowledging Adherence to Rules and Procedures</p> <p>Component 5.6: Displaying Objectivity and Control</p>
<p>Student Growth 3.1: Establish Student Growth Goal(s)</p> <p>Student Growth 3.2: Achievement of Student Growth Goal(s)</p>		

– OVER –

The Marzano Teacher Evaluation Model At a Glance
For Use in the 2014-15 School Year – Version 1.1

Criterion 6	Criterion 7	Criterion 8
Using multiple student data elements to modify instruction and improve student learning.	Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
<p>Component 6.1: Designing Instruction Aligned to Assessment</p> <p>Component 6.2: Using Multiple Data Elements</p> <p>Component 6.3: Tracking Student Progress</p>	<p>Component 7.1: Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events</p> <p>Component 7.2: Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism</p>	<p>Component 8.1: Seeking Mentorship for Areas of Need or Interest</p> <p>Component 8.2: Promoting Positive Interactions with Colleagues</p> <p>Component 8.3: Participating in District and School Initiatives</p> <p>Component 8.4: Monitoring Progress Relative to the Professional Growth and Development Plan</p>
<p>Student Growth 6.1: Establish Student Growth Goal(s)</p> <p>Student Growth 6.2: Achievement of Student Growth Goal(s)</p>		<p>Student Growth 8.1: Establish Team Student Growth Goal(s)</p>



Focused Evaluation – Marzano – Certificated Classroom Teacher

The Focused Evaluation is meant for Proficient and Distinguished educators.

One of the eight criteria must be assessed in every year that a comprehensive evaluation is not required.

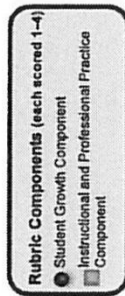
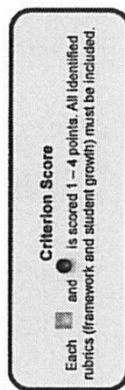
Districts create procedures and practices to establish criterion scores.

Criterion scores include applicable framework rubrics and Washington state student growth rubrics.

If criterion 3, 6, or 8 is selected, evaluators will use the accompanying student growth rubrics.

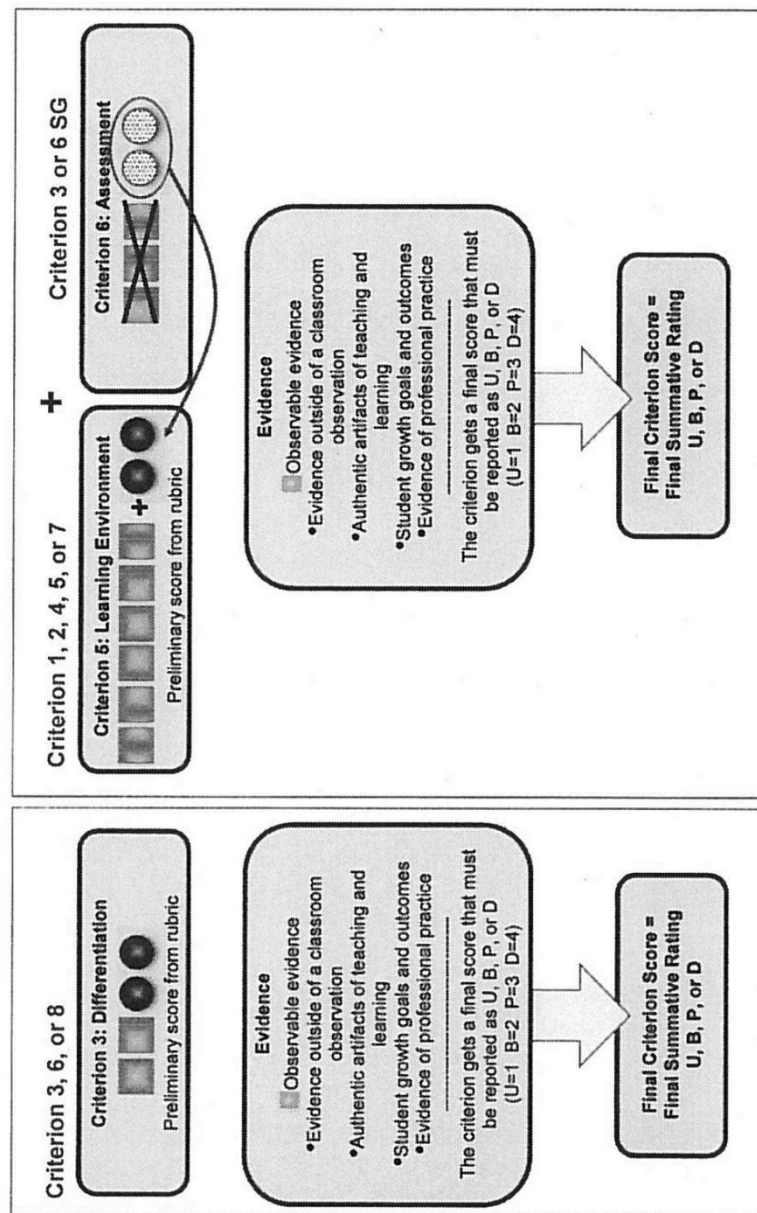
If criterion 1, 2, 4, 5, or 7 is selected, the evaluator will use student growth rubrics from criterion 3 or 6.

The Final Criterion Score is the Final Summative Score.



Choose...

Or...



APPENDIX J - GRIEVANCE REPORT FORM
LIND and/or RITZVILLE SCHOOL DISTRICT
Grievance # _____

Distribution of Form: Immediate Supervisor, Association, Grievant

Name of Grievant

Work Site

Date Filed

Step 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance and Section of Contract Violated

2. Relief Sought _____

Signature of Grievant

Date

C. Date of Grievance Meeting _____

D. Step 1 - Administrator Response (decision and reasons)

Signature of Supervisor

Date

If additional space is needed, attach an additional sheet.

E. Association Response to Step 1 _____

Signature

Date

Step 2

A. Date Received by Superintendent_____

B. Date of Grievance Meeting_____

C. Step 2 - Superintendent Response (decision and reasons)_____

Signature Date

D. Association Response to Step 2_____

Signature Date

A. Date Received by Board Chair _____

B. Date of Grievance Meeting _____

C. Step 3 - Board Response (decision and reasons)_____

Signature Date

D. Association Response to Step 3_____

Signature Date

Arbitration

A. Date Submitted to Arbitration _____

B. Response and Award of Arbitrator _____

APPENDIX K - DEMAND FOR ARBITRATION
American Arbitration Association
VOLUNTARY LABOR ARBITRATION RULES

Date_____

TO: (Name)_____
(of party upon whom the Demand is made)

(Address)_____

(City and State) _____

The undersigned, a party to an arbitration agreement contained in a written contract, dated _____, providing for arbitration, hereby demands arbitration hereunder (see attached).

NATURE OF DISPUTE:

REMEDY SOUGHT:

You are hereby notified that copies of our arbitration agreement and of this demand are being filed with the American Arbitration Association at its _____ Regional office, with the request that it commence the administration of the arbitration.

Signed_____ Title _____

Address _____ City and State _____

Telephone _____

To institute proceedings, please send appropriate copies of this Demand with the administrative fee as provided in Section 43 of the Rules.

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