

Collective Bargaining Agreement
between
Almira School District #17
and the
Almira Teachers' Association

September 1, 2021 – August 31, 2024

PREAMBLE

This Agreement is made and entered into by and between the Almira School District #17, hereinafter called the “District” and the Almira Teachers’ Association, hereinafter called the “Association.”

ARTICLE I - ADMINISTRATION

Section 1 - Status of Agreement

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

Section 2 - Contract Administration

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

Section 3 - Conformity to Law

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

Section 4 - Distribution of Agreement

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

Section 5 - Amendments

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

Section 6 - Exclusive Recognition

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

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

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

Section 7 - Strikes and Lockouts

The Association, as individuals or as a group, will not strike or participate in any strike, work stoppage, slowdown, or picketing during the term of this Agreement .

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

ARTICLE II - BUSINESS

Section 1 - Management Rights

It is recognized that the Board, by law, is responsible for the operation of the School District; therefore, all rights and duties of the Board are hereby retained by the Board except as those rights and duties are clearly and expressly relinquished in this contract. The rights of the District include, but are not limited to, the following: the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to discharge, demote, or take other disciplinary action against employees; the right to release employees from duties because of lack of work or for other legitimate reasons; the right to maintain the efficiency of operations by determining the methods, means, and personnel by which such operation is conducted; and the right to make reasonable rules and regulations. The enumeration of the rights in this section does not mean the Board does not have other management rights not specifically enumerated.

Section 2 – Association Rights

The Association shall have the right to utilize school facilities and equipment on the same basis as any civic organization and subject to the same terms and conditions of use applied to all organizations. The Association shall reimburse the District for the actual cost of utilizing any expendable materials belonging to the District. The Association shall provide the District with

reasonable notice of the use of school facilities and equipment to avoid conflicts with the District's use or other scheduled use of the District facilities and equipment. The Association shall be responsible to properly care for and maintain, including any necessary cleanup, the District's facilities and equipment during the times in which the Association is utilizing the District's facilities and equipment.

The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes for the purpose of communicating with the bargaining unit members regarding Association business, provided such communications are consistent with the law.

Within a reasonable amount of time, the Superintendent shall make available upon request to the Association copies of annual financial reports and audits, monthly financial reports, final budgets when officially adopted, agendas and minutes of all board meetings, and student enrollment data.

Non-local Association representatives shall have access to all District buildings and to individual teachers provided that the Association representatives first make the representative's presence known to the building principal or Superintendent and provided further that the representative's visit shall not occur during the employee's student contact time.

ARTICLE III - PERSONNEL

Section 1 - Just Cause

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

If a supervisor calls a meeting for the purpose of imposing any discipline beyond a verbal warning, the supervisor shall inform the employee of the right to have a representative present.

Employees shall only be disciplined in a private setting, except when the administrator deems that immediate action is required. (e.g. If an individual's safety was at risk.)

The District agrees to follow a policy of progressive discipline which may include a verbal warning, a written warning, a written reprimand, and as a final action, non-renewal or discharge. Steps may be skipped if the circumstances warrant it.

The basis for any discipline beyond a verbal warning shall be made available in writing to the employee at the time of the disciplinary action. A copy shall be provided to the Association unless the employee requests in writing that the Association not be informed.

Section 2 - Teachers Rights/Nondiscrimination

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

Employees cannot use the grievance procedure for purposes of claiming discrimination. If they believe their rights have been violated, employee may pursue legal remedies available to them.

Section 3 - Academic Freedom

The parties agree that the Board of Directors, under Washington State law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level. This freedom also includes the right of teachers to utilize supplemental materials. Such freedom shall only be restricted to the extent that it impinges on or conflicts with the basic responsibility of the employee to follow and utilize the District-approved course of study. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for personal causes or points of view held by an employee.

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

Section 4 - Personnel Files

Employees shall have the right to review by prior appointment all materials in their personnel file. A designee from the District shall be present during this review.

Employees shall have the opportunity to review all materials originating from within the District before they are made a permanent part of their personnel file. No evaluation, correspondence or other material making derogatory/disciplinary reference to an employee's character or manner shall be kept or placed in the personnel file without written notification to the employee who will be given the opportunity to attach his or her own comments to the document(s) placed in the personnel file. Any such disciplinary documents shall be dated and initialed by the administrator and employee.

An employee's supervisor may maintain a supervisory file at his or her worksite. The supervisory file is kept for the purpose of containing material pertinent to the employee's performance and for the completion of the employee's evaluation.

Upon request, the employee will be allowed copies of materials from his/her file.

An employee may submit a request to the Superintendent for the removal and destruction of any derogatory or deleterious materials any time after three (3) years from the date of inclusion, except as prohibited by law. An employee shall have the right to appeal to the School Board if not satisfied by the results of the request. The School Board's decision is final and binding and is not subject to the grievance procedure.

Nothing in this Agreement precludes or limits the District's obligation to produce records as required by law. The District will notify the employee prior to the release of any requested documents from the employee's personnel file.

Section 5 - Complaint Procedure

Any complaint made against an employee by any parent, student, or other person that could lead to employee discipline will be called to the attention of the employee within a reasonable time after the employee requests such information. The notification will include the complainant's name (unless the release of such name is prohibited by court order or state and/or federal law).

Any complaint not called to the attention of the employee in a reasonable time period may not be used as the basis for any disciplinary action against the employee.

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

Section 7 – Individual Contract

The District shall provide each employee a contract for regular assignments in conformity with Washington State law, State Board of Education regulations and this Agreement.

One (1) copy of the contract shall be given to the certificated employee each year for his/her signature. The signed copy of the contract shall be returned to the Superintendent's Office no later than ten (10) working days after issuance of said contract. One (1) copy shall be returned to the employee and one (1) copy placed on file in the Superintendent's Office. If the contract is not signed and returned in proper order by the date specified, both parties agree that the employee forfeits all rights to further employment with the Almira School District.

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

- A. A letter of resignation must be submitted to the Superintendent's office.
- B. A release from contract, for the following school year shall be granted provided a letter of resignation is submitted prior to July 1.

- C. A release from contract shall be granted after July 1 provided a satisfactory replacement can be obtained acceptable to the Board of Directors.
- D. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.

ARTICLE IV – LAYOFF AND RECALL

Section 1 - Staff Reduction and Recall

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

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

- a) Able to document that the necessary endorsement will be obtained prior to the first day of the school year for the succeeding school year as established by the school calendar.
- b) If seniority rankings for a given position are equal, the preference will be given to employees the farthest to the right in horizontal placement on the current salary schedule, if still equal, then preference will be given to the employee with the most

in-district seniority. If after such consideration employees are still equally ranked, the position will be filled by administrative evaluation.

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

6. If permitted by the SEBB program, certificated personnel within the employment pool may pay their total medical insurance premium to the District in twelve (12) equal payments due the first day of the month and in turn, the District will forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents will be included within the group medical insurance. Length of time of this is limited to the COBRA coverage.

ARTICLE V – ASSIGNMENT, TRANSFER AND VACANCY

Section 1 - Assignment, Transfer and Vacancy

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

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

ARTICLE VI - EVALUATION

Section 1 – Introduction

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

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

Section 2 - Definitions

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

Component shall mean the sub-section of each criterion.

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

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

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

Not Satisfactory shall mean:

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

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

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

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

Section 3 - State Criteria, Framework

A. The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,

4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. Instructional Framework

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

Section 4 - Applicability

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

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

Evaluation form: The summative form from the E Val system will be used.

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

Tenured Teacher Evaluation Process			
TPEP Process Step		Action Deadline	
Goal Setting & Collaborative Conference	Informal Observation Ongoing	October 31 st	
1 st Pre-Observation Conference*			
1 st Formal Observation*			
1 st Post Observation Conference*		Before the start of Winter Break	
2 nd Pre-Observation Conference*		Before Spring Break	
2 nd Formal Observation*			
2 nd Post-Observation Conference*			
Summative Evaluation			On or before June 1 st

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

Provisional Teacher Evaluation Process	
TPEP Process Step	Action Deadline
Teacher Self-Assessment (once in three years)	Given to staff when applicable
Goal Setting & Collaborative Conference	October 1 st
1 st Pre-Observation Conference	Before Thanksgiving Break
1 st Formal Observation	
1 st Post Observation Conference	
2 nd Pre-Observation Conference	January 31 st
2 nd Formal Observation	
2 nd Post-Observation Conference	
3 rd Pre-Observation Conference	Before Spring Break
3 rd Formal Observation	
3 rd Post-Observation Conference	
Summative Evaluation	May 10 th

Section 5-Probation

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

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

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

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

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

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

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

ARTICLE VII - FISCAL

Section 1 - Salary Schedule

Employees shall be compensated in accordance with the guidelines set forth in the attached salary schedule. Any Annual Salary Inflationary Increases made by the state to salary or fringe benefit packages shall be passed on to the employees during each of the years covered by this contract.

- A. Experience and educational increments shall be paid effective September 1 each contract year.
- B. Acceptance of Clock Hour/In-Service Credit.

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

During the term of this Agreement the following shall apply:

For the 2021-22 school year, the District will apply two and one tenth percent (2.1%) or IPD, whichever is higher, to the certificated instructional staff salary schedule. In subsequent years the IPD percentage will be applied to the certificated instructional staff salary schedule.

Section 2 - Salary Schedule Placement

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

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

Repayment will begin in the warrant following individual notification that such repayment is necessary. Any error which results in an underpayment will be corrected by district payment only from the present school year. Prior year's placement error resulting in an underpayment will

be adjusted only if such error is brought to the attention of the payroll office of the District prior to October 1 of the present year.

Section 3 - Medical Benefits

The District will offer eligible employees all benefits offered by the School Employees' Benefit Board (SEBB) administered by the Washington State Health Care Authority (HCA). The District will pay the employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their dependents as mandated by state law and the rules promulgated by the HCA. Any and all benefits available to district employees will be offered in accordance with state law and applicable rules.

The annual enrollment period for certificated group insurance coverage shall be during the open enrollment period set by the state. The enrollment period for newly employed certificated employees shall be completed within the first thirty (30) days of their employment.

Section 4 – Employees' Work Year

The employees' work year shall consist of one hundred eighty (180) student contact days, one (1) room preparation day, and three (3) professional learning days. Each of the professional learning days shall be paid at the employee's per diem rate. Per diem rate shall be 1/181 of employee contract amount.

The room preparation day shall be as follows:

Certificated employees shall be granted one (1) uninterrupted per diem day for room preparation and setup prior to the opening of school. This shall be the last work day before students arrive.

Professional Learning Days:

All professional learning days are a full work day (7 hours). Three of the days are required for all employees, including employees working under a partial FTE contract.

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

Conference afternoon:

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

individual teacher conflicts with scheduled night conferences, arrangements will be made with the building principal.

There may be, at the school board's and administrator's discretion, additional days scheduled at various times throughout the school year or summer. Any or all of such additional days' activities may be attended by certificated employees on a voluntary basis. Plans for such days shall be developed jointly by the District and Association. Any additional days shall be paid at the employee's per diem rate.

Section 5 - Transportation Reimbursement

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

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

ARTICLE VIII – LEAVES

Section 1 - Sick Leave

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

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

Absence for more than three (3) consecutive days under sick leave may require a doctor's letter of confirmation. Each employee's portion of unused sick leave allowance shall accumulate from

year to year up to a maximum of one hundred eighty (180) days or the state limit whichever is greater.

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

Employees, upon finding it necessary to be absent from assigned duties by reason of illness or injury, shall notify their immediate supervisor at the earliest possible moment, stating the reason. For planned surgeries or anticipated disablements which will necessitate sick leave, the affected employee shall notify the immediate supervisor a reasonable time before the occurrence.

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

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

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

Section 2 - Sick Leave Bank

1. An employee must have a minimum of sixty (60) days accumulated in sick leave to be eligible. (e.g. If I have 54 days, I get front-loaded 12 days and use 3 in the school year, I now have three days I can get paid for from my "bank").
2. Each employee begins the school year with a "bank" amount totaling twelve (12) days (pro-rated for part-time employees) times the daily substitute rate of pay (e.g. maximum of \$1,560 with substitute rate being \$130).
3. Absences are in increments of full day or half-day ONLY. Substitute rate will be deducted from the "bank." These absences include sick leave only, not personal leave or other school-related absences.
4. In August, any days left in the "bank" of the current year's twelve sick days will be paid to those employees who are eligible and who request reimbursement.

Section 3 - Bereavement Leave

Each employee is granted five (5) days of bereavement leave that shall be allowed for each occurrence. Absence due to death in the immediate family **or spouse's** immediate family (immediate family is defined as parent, sibling, spouse, child, grandparents and grandchildren) shall be classified as bereavement leave. Any additional days needed per occurrence may be taken from sick leave only when all personal leave days have been exhausted.

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

Section 4 - Personal Leave

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

Section 5 - Jury Duty and Subpoena Leave

Leave of absence with pay shall be granted for jury duty according to Policy 5408. The certificated employee shall notify the District promptly when notification of jury duty has been received. On any day that a staff member is released from jury duty or is released as a witness by the court and four or more hours of the staff member's scheduled work day remain, the staff member is to immediately inform his/her principal or supervisor and report to work if requested to do so.

Leave of absence with pay shall be granted when a certificated employee is subpoenaed to appear in a court of law following guidelines in Policy 5408, provided however, that the certificated employee so subpoenaed shall, if possible, determine and notify the District of the number of days required for court appearances. The leave herein granted is limited to those days upon which the certificated employee must be present in court for the purpose of giving testimony or participating in trial.

Section 6 - Family/Medical Leave

Any eligible employee is entitled to family/medical leave during any fiscal year in accordance with the Family Medical Leave Act (FMLA). The District shall post information on the Family Medical Leave Act (FMLA) at each employee work site. Sick leave shall run concurrently with family/medical leave. An employee may elect to use all available paid leave concurrently with Family Medical Leave.

Employees may not grieve the provision of leave under FMLA. If employees believe their rights under FMLA have been violated, they may seek the remedies provided under the law.

Section 7 - Washington State Paid Family and Medical Leave (PFML)

- A. Employees may be eligible to receive paid family and medical leave under the Paid Family and Medical Leave Act (the “PFMLA”). The District does not administer benefits under the PFMLA; rather, the Employment Security Department does.
- B. The District shall pay the employer’s share of the payroll premium to fund this leave.
- C. The District will not provide employees supplemental benefits while they are receiving paid family and medical leave benefits.

Section 8 - Professional and Other Leave

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

ARTICLE IX – INSTRUCTION

Section 1 – Instructional Input

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

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

If conditions make it necessary for the District to declare school closed for one (1) or more days, employees shall not be required to report to work. Employees shall make up the day(s) when school is rescheduled. The District will consult with the Association prior to scheduling make-up days. Employees must be available to work on scheduled make-up days.

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

Section 2 - Educational Funding

Each certificated employee shall be allowed \$1000 to be utilized for all expenses related to workshops, conferences, college credit, clock hours, coaching clinics and in-service opportunities. The District will reimburse the certificated employee for documented expenses upon completion of the educational activity. Credit/clock hours and professional development trainings must be pre-approved to be eligible for reimbursement. The responsibility of the payment of substitute staff for two days, however, will fall to the District.

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

Lodging and meals will be reimbursed according to the *Reimbursement Rates for Lodging, Meals, and Privately Owned Vehicle* published by the Office of Financial Management. If the certificated employee requests reimbursement for mileage as a result of traveling to a workshop, conference and/or in-service, all conditions from article VII section 5 will apply.

Any applicable educational activities will be reimbursed during the contract year once the documented expenses are submitted for reimbursement. Any money not used at the end of the contract year will be returned to the District's general fund.

Section 3 - Work Day and Preparation Period

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

Duty-free preparation periods during the student day shall be granted as follows: Grades 6-12 one (1) class period. Grades K-5 guaranteed prep for at least forty (40) minutes.

Section 4 - Loss of Prep Time

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

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

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

Section 5 - Class Size

The Board agrees to the following pupil class load impact upon its employees. Classroom (teachers) employees shall be impacted with the following maximum related to pupils for whom the employee has instructional responsibilities. K-8 will have no more than thirty (30) pupils **or the maximum as directed by OSPI, whichever is fewer**. If administration impacts any employee above the maximum, the following will apply:

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

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

Section 6 - Student Discipline

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

ARTICLE X - GRIEVANCE PROCEDURE

Section 1- Definitions

1. “Grievance” means a claim or allegation that a provision(s) of this Agreement has been violated. All grievances shall contain a concise statement of the disagreement and the specific contract section and subsection that is alleged violated as well as an explanation of how the section or subsection was allegedly violated and when.
2. “Grievant” means a teacher or group of teachers, or School District having a grievance.
3. Whenever “day” or “days” are mentioned herein, the word shall mean school days during the school term and weekdays during the summer recess unless a different meaning is clearly indicated. “Day” or “days” is exclusive of Saturdays, Sundays and holidays.

Section 2 - Individual Rights

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

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

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

Section 3 - Cooperation of District and Grievance Committee

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

Section 4 - Release Time

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

Section 5 - Procedures

The adjustment of grievances will be accomplished as rapidly as possible. In order to ensure rapid resolution of grievances, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Failure by the grievant to comply with the time limits shall cause the grievance to be waived. Failure by the District to comply with the time limits shall be construed as a denial of the grievance at that level. The time limits prescribed in this section may be extended by mutual consent of the parties .

LEVEL 1

The grievant shall first discuss the grievance informally with the employee's immediate supervisor within twenty (20) days of when the grievant became aware or reasonably should have become aware of the event which forms the basis of the grievance,. Every effort shall be made to adjust the grievance in an informal manner. If the grievant is dissatisfied with the outcome of the initial informal discussion, within five (5) days of the informal discussion, the grievant must request, in writing, a formal conference with the immediate supervisor. Every effort should be made to develop an understanding of the facts and issues in order to create a climate which will lead to a solution. The formal conference shall occur within five (5) days of the written request. Within five (5) days of the formal conference, the immediate supervisor will issue a decision.

LEVEL 2

In the event that the grievance is not resolved at Level 1, the grievant may, within five (5) days of receiving the Level 1 decision, appeal the matter in writing to the Superintendent of the District or another administrator provided by the ESD when the grievant's immediate supervisor is also the Superintendent. The Superintendent, the Superintendent's designated representative, or other designated administrator shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) days of receiving the appeal. Within five (5) days of that meeting, the Superintendent, the Superintendent's designated representative, or other designated administrator will issue a decision.

LEVEL 3

If the grievance is not resolved at Level 2, the grievant may, within five (5) days of receiving the Level 2 decision, request a meeting with the Board of Directors for the purpose of presenting the grievance to the Board of Directors of the District. The request for the meeting with the Board of Directors shall be in writing and filed with the Superintendent of the District as Secretary of the Board of Directors.

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

LEVEL 4

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

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

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

The expense of arbitration shall be borne equally by the District and the grievant. All other costs will be borne by the party incurring the cost.

Supplemental Conditions:

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

Election of Remedies:

Non-renewal of provisional employees, matters relating to evaluation, placement of employees on probation, and non-renewal or discharge matters shall be governed and controlled solely by the rights, procedures, and remedies provided under the law.

ARTICLE XI- TERM OF AGREEMENT

The Agreement shall be effective September 1, 2021, for all provisions except for those provisions specifically set forth herein with different effective dates, and the Agreement shall remain in full force and effect until August 31, 2024; however, any provisions in conflict with present policies or procedures shall become effective on the date of initial ratification. This Agreement shall be subject to school board approval and ratification. Final ratification by the District, if it occurs, will take place within thirty (30) days of ratification by the Almira Staff.

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

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

APPENDIX

Almira K-12 Certified Staff Salary Schedule - 2021-22								
	BA+0	BA+15	BA+30	BA+45	BA+90	MA+0	MA+45	MA+90
0	43,340	44,510	45,723	46,939	50,839	51,961	55,861	58,376
1	43,923	45,110	46,338	47,607	51,548	52,538	56,479	58,976
2	44,478	45,677	46,919	48,285	52,215	53,120	57,049	59,574
3	45,052	46,262	47,516	48,926	52,849	53,671	57,590	60,177
4	45,613	46,876	48,138	49,597	53,543	54,249	58,194	60,800
5	47,674	48,205	48,737	50,278	54,208	54,836	58,768	61,424
6	48,272	48,810	49,349	50,967	54,879	55,438	59,351	62,020
7	49,332	49,883	50,433	52,138	56,108	56,566	60,534	63,280
8	50,932	51,499	52,067	53,914	57,937	58,340	62,364	65,208
9	-	53,208	53,795	55,708	59,825	60,132	64,252	67,195
10	-	-	55,543	57,594	61,767	62,021	66,194	69,233
11	-	-	-	59,536	63,800	63,962	68,227	71,325
12	-	-	-	61,416	65,887	65,980	70,312	73,507
13	-	-	-	-	68,024	68,070	72,450	75,739
14	-	-	-	-	70,173	70,220	74,740	78,057
15	-	-	-	-	71,999	72,045	76,682	80,087
16+	-	-	-	-	73,438	73,485	78,216	81,687

SIGNATURE PAGE

Almira Teachers' Association

Almira School District #17

By Sen Match

By [Signature]

President

Superintendent

8/27/2021

8/27/2021

Date

Date

