

COLLECTIVE BARGAINING AGREEMENT

between

COLVILLE SCHOOL DISTRICT NO. 115

and

COLVILLE EDUCATION ASSOCIATION

September 1, 2025 through August 31, 2028

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PREAMBLE

This Agreement is made and entered into between the Colville School District No. 115 and the Colville Education Association, an affiliate of the Washington Education Association/National Education Association, pursuant to the conditions set forth in the Educational Employment Relations Act, RCW 41.59.

The parties have reached certain understandings that they desire to confirm in this Agreement; therefore, it is hereby agreed as follows:

ARTICLE I - ADMINISTRATION AND GENERAL

Section 1 - Definitions

- A. The term "Agreement" shall mean this collective bargaining agreement that shall be signed by the parties.
- B. The term "Assignment" is the placement of a certificated employee to a grade level and/or subject in a building.
- C. The term "Association" shall mean the Colville Educational Association, which is affiliated with the Washington Education Association, the National Education Association and WEA-Eastern Washington.
- D. The term "Board" shall mean the Board of Directors of the Colville School District.
- E. The term "contract" shall mean the individual personal services contract issued to and signed by each employee.
- F. The term "Additional Duty" shall mean tasks and responsibilities assigned to teachers that fall outside of their regular teaching duties and contracted day. These may include, but are not limited to, attending meetings, participating in professional development sessions, assisting with interviews, attending leadership team meetings, and engaging in curriculum development. Compensation for additional duties shall be paid at the rate of BA+0 per diem and pre-approved by Administration.
- G. The term "day" shall mean any day the district business office is open for business with the public.
- H. The term "District" shall mean the Colville School District No. 115, Stevens County, Washington State; or its agents.
- I. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
- J. The term "ESA" shall mean Education Staff Associate and shall mean that sub-group of employees who are not classroom teachers including but not necessarily limited to Counselors, Psychologists, Nurses, Speech Language Pathologist, Occupational Therapists and Physical Therapists.
- K. Family members are defined as:
 - 1. A child; including a biological, adopted, or foster child, stepchild, a child's spouse, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

2. A parent; including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a child;
3. A spouse;
4. A registered domestic partner;
5. A grandparent;
6. A grandchild;
7. A sibling (including step and in-law);
8. Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and the individual depends on the employee for care.

L. The term "Parties" shall mean the District and the Association.

M. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

N. The term "Position" is a state of employment in which specific duties require a certificated person.

O. The term "President" shall mean the President of the Association or his/her designee.

P. Per RCW 28A.405.220 the term "Provisional" shall mean a certificated staff member who is in their first three years of employment with the District, unless they have previously completed at least two years of certificated employment in another Washington school district. In such cases, the employee shall be considered provisional for their first year of employment with the District.

Additionally, an employee shall remain provisional if they receive an evaluation rating below level 2 on the four-level rating system established under RCW 28A.405.100 during their third year of employment. The employee will continue to be subject to nonrenewal of the employment contract until they receive at least a level 2 rating. Furthermore, the school district superintendent may decide to remove an employee from provisional status if the employee receives one of the top two evaluation ratings during their second year of employment with the district.

Q. The term "RCW" shall mean the Revised Code of Washington.

R. The terms "RIF" and "layoff" shall mean Reduction in Force by the Board to reduce the number of District employees in the bargaining unit due to financial reasons.

S. The term "Seniority" shall mean total certificated teaching experience accrued at any PreK-12 public school within the United States, including US Department of Defense

Education Activity. Accumulation of seniority shall begin on the employee's first day of certificated employment. Seniority is used to determine rank for RIF, transfer, or other such member rights. Years of service for seniority and years of service for salary placement may be different.

- T. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
- U. The term "Superintendent" shall mean the chief administrative officer of the District. .
- V. The term "supplemental contract" shall mean that contract issued and signed for supplemental duties and shall be in accordance with current statutory provisions.
- W. The term "Threat" shall mean to communicate directly or indirectly to use force against any person who is present at the time, and/or to harm substantially the person threatened or another with respect to his/her health, safety, business, financial condition or personal relationships, as per RCW9A.04.110.
- X. The term "WAC" shall mean the Washington Administrative Code.
- Y. The term "Workload Committee" is a group of individuals made up of the Superintendent, CEA President, and selected CEA/District members who meet to address workload concerns.
- Z. Parent Contact: A parent or guardian contact shall include but is not limited to the following: phone call, email, letter, or conference.

Section 2 - Recognition

- A. Bargaining Unit: The District recognizes the Association as the exclusive bargaining representative for all contracted, certificated employees, excluding the following:
 - 1. Superintendent
 - 2. Building Principal
 - 3. Assistant Principal
 - 4. Executive Director of Student Services
 - 5. CTE Director
 - 6. Athletic Director
 - 7. Executive Director of Learning

B. Bargaining Unit Clarification: If a dispute arises over the exclusion of any other assignment, the parties agree that the matter shall be referred to PERC for determination under that agency's rules for unit clarification.

C. Long-Term Substitute Employees: Long-term substitute employees shall be included in the bargaining unit under the following conditions:

1. Twenty Consecutive Days in the Same Assignment Rule: Substitute teachers who work in the District for twenty (20) consecutive days in the same assignment during the current school year shall be placed on the salary schedule according to their education and experience.

It is the responsibility of the substitute teacher to provide all official transcripts, clock hours and experience verifications used for salary placement.

Long-term substitutes may be granted leave without pay without it constituting a break in service.

The District shall notify the substitute teacher in writing upon reaching the twentieth consecutive day in the same assignment, confirming their placement on the salary schedule.

2. Extended Assignment Rule: An extended assignment is defined as a long-term substitute assignment anticipated to last at least one semester in duration.

If applicable, extended assignment substitutes may be entitled to professional development opportunities, overload compensation, prep period protection, and/or extra curricular leave provided they meet the extended assignment rule eligibility criteria and the Principal has preapproved.

The District shall ensure that long-term substitute employees are informed of their rights and benefits upon entering into a long-term assignment.

3. Evaluation and Support:

Long-term substitute employees shall be subject to the same evaluation standards as regular employees to ensure the maintenance of high educational standards.

The District shall provide appropriate support and resources to long-term substitute employees to facilitate their success in the classroom, including access to lesson plans, teaching materials, and mentorship from experienced teachers.

4. Termination of Long-Term Assignment:

In the event that a long-term assignment is terminated before the completion of twenty (20) consecutive days, the substitute teacher shall revert to their previous status and compensation as a short-term substitute.

The District shall provide written notice to the substitute teacher detailing the reasons for the termination of the long-term assignment.

Section 3 - Conformity to Law

This Agreement shall be governed and construed according to the constitution and laws of the state of Washington.

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 4 - Status of Agreement

This Agreement shall become effective upon ratification by the Association and the Board.

This Agreement may be amended or modified only by the mutual consent in writing of both parties as approved by the duly authorized signatures of the parties. Where there is a conflict between this Agreement and any resolution, rules, policy or regulation of the District, the terms of this Agreement shall prevail.

Section 5 - Distribution of Agreement

The Association will be responsible for distribution of the Agreement to its membership and the District will be responsible for providing the Agreement to its administrative staff. The Association agrees to distribute electronically to each employee a copy of the Agreement during the orientation session or to distribute the Agreement as soon as possible after ratification and approval of the Agreement by the parties, whichever date is the latest. CEA will provide the District with an electronic copy of the contract so that the District may distribute to its administrative staff.

The Association shall inform each employee of that employee's responsibility to read the Agreement and be knowledgeable about its contents.

Section 6 - Labor Management Meetings

It is mutually agreed that the District and the Association may conduct regular Labor Management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. Meetings will be conducted monthly, on the request of the Superintendent or the Association president, but they may be scheduled more frequently by mutual agreement. Until identified problems are resolved, meetings may occur more frequently.

Memos of Understanding may be completed through these meetings at any time during the life of the agreement. Any Memos of Understanding that are agreed upon by both parties will be distributed to all members electronically upon completion.

Section 7 - Operating Principles

The District and Association agree:

- A. One time a month a labor/management meeting may be held in each building between the principal and the building representative.

ARTICLE II - BUSINESS

Section 1 - Dues, Deductions and Representation Fees

- A. Association Dues: The Association shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.
- B. 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 designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office.
- C. It is understood and agreed that this dues deduction system is of the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association.

Section 2 - Management Rights

Except for those rights, powers, authority, and functions specifically covered by language of this Agreement, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, shall remain vested exclusively in the District. In matters not covered specifically by language within this Agreement, the District management shall have the clear right to make decisions in such areas, and such decisions shall not be subject to the Grievance Procedure.

Section 3 - Use of District Facilities

- A. Use of School Buildings: The Association and its representatives will be granted the privilege of using District buildings and technology (Zoom) for meetings at such times that will not interfere with the normal operation of the business of the District and which will entail no additional cost for building maintenance or custodial care.

A rental charge, if established by the District, will be assessed by the Association at the most preferential rate charged to any other community group.

- B. Association Meetings: The Association shall be allowed to start its meetings any time after all students in the District have been dismissed for the day. Contractual obligations must be met prior to attendance.
- C. Use of School Equipment: The Association will be granted the privilege of using the business machines of the District, upon notification in advance to the building principal or his/her designee to use such equipment, if not otherwise in use. The Association shall furnish at its own expense, or remit to the District, the value of all paper and supplies used and the Association shall be held responsible for any damage or maintenance charges attributable to their use of such equipment.
- D. Use of Bulletin Boards: The Association will have the privilege to post notices of activities and matters of Association concern on the designated faculty bulletin board in each building. All materials posted shall be clearly labeled as official Association materials. The material posted shall contain nothing of a libelous nature and shall not contain any demeaning personal references about the District, its management or any of its employees.
- E. Use of District Mail System: The Association will be granted the privilege of using the employee mailboxes and district electronic mail for distribution of official Association communications. The district may review electronic mail correspondence according to board policy.
- F. Exclusivity: In recognition of the Association's status as the officially recognized legal bargaining representative of employees, the rights granted in this Agreement to the Association shall not be granted to any competing labor organization.
- G. New Employees: The District shall notify the President of the name and position of any new hire into the bargaining unit at the earliest possible date. The Association shall be given the opportunity to speak to all bargaining unit employees on the annual kickoff day and at any District sponsored new employee orientations. After September 15, the District shall provide the Association a roster of all employees upon request.
- H. School District Budget and Financial Reporting, Etc.: The District agrees to furnish the Association, upon written request and within a reasonable length of time, any public document as per RCW 42.17.250 and RCW 42.17.260.

ARTICLE III - PERSONNEL

Section 1 - Rights of Law

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

Section 2 - Nondiscrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, national origin, religion, political affiliation, or the presence of any handicap or terminal illness unless such handicap or terminal illness prevents the employee from performing the duties of the assignment.

The District agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, coercion or harassment by the District or any District representative against any employee.

The Association recognizes its responsibility as bargaining agent and agrees to represent equally all employees in the bargaining unit without discrimination, interference, restraint, coercion or harassment.

Section 3 - Disciplinary Action for Just Cause

A. Definitions:

1. Discipline: Discipline is any action that may involve one (1) or more of the following and is documented in the employee's personnel file:
 - a. Verbal warning;
 - b. Written warning;
 - c. Written reprimand;
 - d. Last Chance notice; or
 - e. Discharge

2. Just Cause: Just cause is the specific grounds forming the basis for disciplinary action. It will include the following seven criteria:
 - a. Notice and Opportunity
 - b. Reasonable Rule or Order
 - c. Investigation
 - d. Fair Investigation
 - e. Proof
 - f. Equal Treatment
 - g. Penalty
 3. Formal Discipline: Formal Discipline is disciplinary action which results in a written record being placed in an employee's personnel file and will include the reason(s) for such action.
 4. Procedure: An employee shall only be disciplined for/with just cause. Charges forming the basis for a disciplinary action shall be made available to the affected employee at the time action is taken.
- B. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action.
- C. Due Process: Any complaint by a parent, student, or other person that would be placed in the principal or superintendent's working file or lead to disciplinary action for just cause of an employee will be promptly called to the attention of the employee. The employee shall be supplied the complainant's name if legally allowed. If there is an active investigation, the employee shall receive notification.

All employees shall be entitled to have an association representative present during any formal disciplinary action, but the district shall not be required to postpone the meeting beyond seven (7) days unless mutually agreed upon by the District and the Association. The employee and the association representative shall be allowed to confer before the meeting.

Formal disciplinary action shall provide the employee with the right to be heard and in each case shall afford recourse to the Grievance Procedure.

Any employee making a complaint against an administrator shall be encouraged to first make that complaint to his or her administrator and then follow the established procedures for resolving a complaint. If he/she is not comfortable making the complaint directly to the involved administrator, he/she will contact any district administrator or Superintendent.

Section 4 - Adverse Effect of Contract Status

- A. Adverse Effect: Adverse actions affecting the contract status of employees shall be in accordance with applicable state statutes. Disciplinary action short of discharge is not an adverse effect of the contract status of the employee.
- B. Election of Remedies: RCW 28A.405 chapter shall govern any challenge to a discharge or non-renewal of an employee. Disciplinary action short of discharge can be challenged through the grievance procedure.

Section 5 - Personnel File

- A. Right to Inspect: Employees or former employees shall have the right to inspect all contents of their personnel files. The request to examine the personnel file shall be made to the Superintendent's office. The personnel file shall be examined under the supervision of the Superintendent or his/her designee in the District office at a mutually agreeable time. Upon the employee's request, another person may be present during this review.
- B. Location: The employee's personnel file shall be kept in the District office and shall be the only official personnel file in the District.
- C. Anecdotal Records: Administrators may maintain anecdotal records in order to aid them in evaluation and administration of employees.

The administrators' anecdotal records file must be purged every two years. The Superintendent's anecdotal records file must be purged every five years.

- D. Copies: Upon request, one copy of personnel documents contained therein shall be afforded the employee at the District's expense.
- E. Contents: Each employee's personnel file shall contain the following minimum items: evaluation reports, records of teaching certificate and a transcript of academic records. Statements from non-administrative sources shall not be included in the personnel file.

No records indicating students' performance, including, but not limited to scores on the test(s) required by law or regulation, will be placed and/or maintained in the personnel file.
- F. Placement of Materials: The employee shall be notified within seven (7) calendar days of the placement of any adverse materials in his/her personnel file. A copy will be sent to the employee. Any such material that the employee has not been notified of in a timely fashion as referenced above shall not be used in any disciplinary action.

- G. Removal of Materials: After two years, upon request of the employee, the District may remove and destroy any adverse materials (excluding required evaluation reports) upon which no subsequent action has been taken.
- H. Right to Rebuttal: Materials reviewed by an employee and judged by the employee to be derogatory to the employee's conduct, service, character, or personality may be answered and/or refuted by the employee in writing. Such written response shall become a part of the employee's written personnel records.

Section 6 - RIF/Layoff/Recall

- A. The Terms “RIF” and “layoff” as used herein refer to action by the Board reducing the number of District employees in the bargaining unit due to financial or enrollment reasons only. It does not refer to decisions to discharge or non-renew an individual employee for cause.
- B. Employees with valid contracts will not be laid off during any school year. All layoffs will be effective at the start of the following school year. In the event of a layoff, the District shall provide written notice to all affected employees on or before May 15 (or any extension of this deadline as statutorily authorized due to delays in adoption of the state’s budgets) of the school year preceding the year in which the layoff would occur.
- C. When the District is unable to maintain its ongoing program because of a lack of funds and after all sources of revenue have been thoroughly explored including local and federal sources, the necessity for staff reduction will be determined by the Board upon the recommendation of the Superintendent. If the District anticipates a possible layoff of employees, the District agrees to meet and confer with the association regarding the rationale for a reduction in force and to jointly explore alternatives immediately after said board meeting.
- D. The District shall also make available to the Association an accurate up-to-date account of all voluntary gifts, contributions, donations, bequests, or pledges to the District. Where anticipated revenues are categorical and depend upon actual expenditures rather than budgeted amounts, the District shall be entitled to maintain these programs only to the limit of the categorical support.
- E. RIF/Layoff Procedures:
 - 1. Layoff shall be by seniority as defined by this agreement.
 - 2. RIFs shall take place only after the following occurs:
 - a. All interim or temporary employees are non-renewed.
 - b. All retire, rehire employees are non-renewed.

- F. The bargaining unit employees list distributed during the month of November (Certificated Seniority Database list) will be the basis in establishing which bargaining unit employees will be laid off. This list shall include total teaching experience accrued in the state of Washington and total teaching experience outside the state of Washington. Said list is to be given to all employees for their correction prior to December 1. By February 1st, revised Certificated Seniority Database list will be redistributed to staff for verification of changes.
- G. After program needs for the District and the number of FTE position(s) to be eliminated have been determined, the employees released/laid off shall be placed in the RIF pool for recall.
- H. Recall Procedures: Recall from this RIF pool to existing positions shall be made on the basis of seniority and qualifications. No new teachers shall be hired to fill new or existing certificated positions until the pool has been exhausted, unless no teachers in the pool are qualified for the position.
- I. The District shall give written notice of recall from layoff by contacting the RIF employee and sending a registered or certified letter to said teacher, at his/her last known address. A copy shall be sent to the Association. It shall be the responsibility of each teacher to notify the District of any change in address. The teacher's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.
- J. When a position is available within the District, individuals will be reinstated as to seniority and qualifications.
 - 1. In recalling employees from the RIF pool and/or reassigning available personnel to programs and services offered by the District, employees in the RIF pool shall be placed/recalled utilizing the following criteria.
 - a. For each position, the Cert Seniority list above shall be used as follows:
 - i. Seniority shall be used in filling the position as long as the employee has the (1) proper certification, and (2) endorsement in the assigned teaching area(s).
 - ii. Tie Breaker: In the event more than one employee has the same as (1) and (2) above, a final selection will be determined by using the tie breaker steps below:
 - 1. Total Teaching Experience: In the event two or more employees have the same seniority ranking, all employees so affected will be ranked in accordance with their total FTE seniority.
 - 2. Experience in the Program: In the event two or more employees have the same seniority ranking after applying the above provision, all employees so affected will be ranked in

accordance with the total FTE seniority as contracted employees in the particular category.

3. College Degree, Clock Hours, or Credits: In the event two or more employees have the same seniority ranking after the application of 1 and 2 above, all employees will be ranked by the total number of college credits and clock hours, earned after the B.A. degree as included as part of the employee's school district record of October 1 of the current school year. If the number of credits is the same, they will be ranked in accordance with the highest graduate degree in the category.
 4. Lottery: In the event two or more employees have the same seniority ranking after the application of 1, 2, and 3, above, all employees so affected shall participate in a drawing, by lot, to determine ranking on the seniority list. The Association and all employees so affected shall be notified in writing, of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance. This step shall be deemed final and binding.
2. Those remaining in the RIF pool will be considered as substitutes. Employees in the RIF pool are under no obligation to substitute.
- K. The District shall first recall all employees in the bargaining unit who have been laid off before the Board employs or assigns any additional personnel to fill positions as long as the employee on layoff has the proper certification and endorsement for the position.
- Employees on layoff shall first be recalled by seniority. Employees who were previously assigned to full-time teaching positions shall be recalled to available full-time teaching positions. Employees shall have the option of accepting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position.
- L. Employees on layoff will have five (5) days from notice/receipt of the letter to accept the position. If an employee does not wish to accept a position, such individual will be allowed to remain in the RIF pool until another opening occurs to which the employee is offered and qualified to teach.
- M. It shall be the obligation of the employee in the RIF pool to keep the District office notified as to any changes in his/her permanent address. If an employee does not fulfill this obligation, the District is under no obligation to retain the employee in the RIF pool. In the event that there are insufficient vacant positions to offer contracts to all RIF pool personnel, the RIF pool shall be maintained for a total of two (2) years, after which the obligation to offer contracts shall expire.
- N. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment and such employee will be placed on the proper step of the salary

schedule according to the employee's experience and education. An individual laid off may elect to continue insurance benefits through COBRA continuation coverage.

Section 7 - Assignments and Transfers

- A. Responsibility: The Superintendent is responsible for all positions and transfers and will discuss them with Association leadership prior to such changes if possible. In the determination of assignments and transfers, the Superintendent shall consider the employee's credentials, training, personal preference, subject or grade experience, seniority, years of in-District experience, and what is in the best interest of the District.
- B. Vacancies:
1. The term "Vacancy" is a vacant assignment that does not yet have a certificated staff member assigned.
 2. Notice of Qualifications: Said notice of opening shall clearly set forth the qualification requirements for the position and procedures for applying.
 3. All vacancies shall be filled on the basis of seniority and qualifications. Provided, however, employees who have been hired on the condition of gaining an appropriate endorsement will not have transfer rights until said endorsement has been obtained. Employees that do apply to vacancies, but have not finished obtaining the appropriate endorsement, as agreed upon, will only be considered as external applicants as defined below in 5.c. after day six (6) and beyond. No rights to the vacancy are guaranteed or protected.
 4. The principal/hiring authority retains the final decision in filling a vacancy.
 5. Posting: All vacancies shall be posted and filled in the following order:
 - a. Three (3) Days: The administrator will communicate an available vacancy to his/her entire staff via email. Interested employees will notify their principal via email within three (3) school days of the posting. No vacancy will be filled with a candidate outside of the building within this three (3) day period.
 - b. Five (5) Days: When a vacancy has not been filled within a building, the vacancy will be advertised to employees and the Association via district email and the Colville School District website. Interested bargaining unit employees will apply via the District's online application process within five (5) school days of the posting. No vacancy will be filled with an external candidate within this five (5) day period.
 - c. Day Six (6) and Beyond: When a vacancy has not been filled with a qualified applicant within the bargaining unit, the District shall consider external applications at that time. No rights to the vacancy are guaranteed to a

bargaining unit employee that has not applied within the time periods described in (a) and (b) above.

6. School Day: For the purpose of this section, the term “School Day” shall mean a CEA work day as set by the school calendar. A vacancy posted by at least 12:00pm on a CEA work day shall account for one (1) day.
- C. Summer School/ESY: Summer school teaching vacancies shall follow the vacancy process and will be paid at the employee's hourly per diem rate.
 - D. With agreement between the Superintendent and the CEA President, the 3-day and 5-day timelines may be modified on a case-by-case basis.
 - E. Upon request, the Superintendent or his/her representative shall notify in writing each qualified certificated employee who was not awarded the position. Said written notice shall contain the rationale as to why a qualified employee was not awarded the position.
 - F. In the event no person with correct credentials has applied and is deemed qualified by the District, the District may make accommodations to fill a position. This could include, but is not limited to, part time positions or working remotely at times.
 - G. Involuntary Transfers:
 1. The term “Involuntary Transfer” is movement by the District, not mutually agreed upon by both the District and the employee, to another position within the certificated bargaining unit.
 2. In the event the District determines that there is a vacancy, the position shall first be held open as defined in Article III Section 7, B in order to identify interested and qualified candidates.
 3. If it becomes necessary to involuntarily transfer an employee from his/her assignment, the following procedures shall be followed:
 - a. In the event two or more potential transferees are equal, the least senior employee under consideration shall be involuntarily transferred.
 - b. Each involuntary transfer will be considered on its own merits and every attempt will be made to minimize disruption to the instructional program.
 - c. The Superintendent/designee shall notify the person to be involuntarily transferred in writing and shall give a written explanation of the reasons for the involuntary transfer.
 - d. Such notification shall be provided at least ten days before the involuntary transfer is to be implemented unless waived by the Association.
 - e. The employee who is involuntarily transferred shall have the right to meet with the Superintendent or designee to discuss his/her involuntary transfer.

- f. Employees who have been involuntarily transferred and who notify the District of their desire to return will have first rights to transfer back to the last assignment held if or when that former assignment becomes available. This consideration shall expire two years from the date of the involuntary transfer.
 - g. Such employee will qualify for Assistance for Change in Assignment.
 - h. No opening shall be filled by means of an involuntary transfer if there is a present employee volunteer available who meets the qualifications and criteria as officially set for that position.
 - i. No employee shall be involuntarily transferred more than once after the opening day of school.
 - j. When an employee is involuntarily transferred, no impairment of seniority shall occur.
 - k. No employee shall be involuntarily reassigned to a position for which he/she is substantially unqualified.
 - l. If during the school year, a transfer is required, an employee involuntarily transferred shall be allowed up to six (6) contracted days to prepare and plan for the new assignment and to transport materials.
- H. Reassignment of Staff Due to Realignment of Student Population: Whenever reassignment of staff due to realignment of student population occurs, the involuntary transfer process may be followed.
- I. Assistance for Change in Assignment or Transfer: If an employee changes teaching stations (other than for voluntary room moves within the same building), the employee will be compensated \$1,000 as a one-time stipend.
- J. Administrative Transfers: Administrative transfers may occur at any time in this process but only when there is a vacancy. The District and the Association may agree to the special placement of an administrator into the bargaining unit for unique circumstances. This will be limited to one (1) per year. No certificated bargaining unit member will be impacted by a layoff in order to make room for an administrative placement.

Section 8 - Harassment

- A. Purpose: For purposes of this Agreement, the terms "harass" and "harassment" shall mean words, gestures (including offensive touching) and/or other actions which threaten the individual and serve no legitimate professional purpose.

- B. Definition: The term "sexual harassment" shall mean deliberate verbal, visual or physical advances, including touches and gestures, made within the work setting, which are unwelcome by the person to whom they are intended.
- C. Conduct shall constitute harassment or sexual harassment when submission or subjection to the conduct:
 - 1. Is made as term or condition of employment, or
 - 2. Results in a denial of a promotion or other career enhancing opportunities, or
 - 3. Interferes with work performance or otherwise creates an intimidating, hostile or abusive working environment.
- D. Employee Rights: Employees have the right to work in an environment free of physical and verbal abuse and free from unlawful disturbance. The environment should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. The District shall support the prosecution of anyone who violates RCW 28A. 635.010—Abusing or insulting teachers and/or RCW 28A.635.030 Disturbing School Activities at the request of any employee who reasonably believes that his or her legal rights have been violated.
- E. Investigation: The District shall investigate and take appropriate action, including the possibility of disciplinary action when an individual or group of individuals complains he/she/they have been harassed (including sexual harassment) by a member or members of the District or Association, respectively. The Parties shall cooperate in conducting investigations of alleged harassment. Following the investigation, the District shall produce a written report, which shall be shared with the Association, if said parties desire, and shall include findings and recommendations.

Section 9 - Employee Protection

- A. District Insurance: The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370 and upon annual renewal will provide employees with a written summary of the coverage they have under the provisions of District insurance policies. The District shall notify the President of any changes in insurance coverage.

The District shall provide insurance coverage for employees for replacement of any clothing or other personal property damaged or destroyed in the maintenance of order and discipline as provided in state law and other applicable statutes.

- B. Threats: Any employee who is threatened with physical harm or harassed by any person or group while carrying out assigned duties shall immediately notify the Superintendent/designee and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent in cooperation with the employee to

provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.

- C. Disability Due to Assault: In the event that an employee has been physically disabled because of an assault of his/her person in the course of his/her employment, the District shall grant the injured employee leave with pay for a period not to exceed one (1) year. All benefits such as retirement, social security, sick leave, and salary placement shall be maintained by the District. The District shall provide an Employee Assistance Program (EAP) that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work related problems.
- D. Professional Liability: The District shall hold an employee harmless and defend him/her provided that at the time of the act or omission complained of, the employee was acting within the scope of his/her employment under the direction of the District.
- E. Self-Protection: Employees may use reasonable measures with a student, patron, or other person as is necessary to protect themselves from attack, physical or verbal abuse or injury, or to prevent damage to personal property. After a known traumatic incident, an administrator or designee will consult with the employee.
- F. Dangerous Students: Pursuant to the Family Educational and Privacy Rights Act (FERPA), the District shall inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms or behaviors that could present a health or safety problem to the employee or other students. The District shall present specific information about known symptoms and/or behavior pattern(s) of such student(s) to employees in advance of assigning such students to employee supervision. The District shall meet in advance of assigning such students to employee supervision. The District shall meet with employee(s) in advance of such assignment(s) to discuss strategies for managing these situations and for outlining District resources and assistance that shall be available to such employee(s) prior to such assignments being implemented.
- G. Short Term Removal: For short-term removal of a student, refer to Washington Administrative Code Book.
- H. Procedures for dealing with threats and dangerous students will be mutually developed and implemented by staff, principals, and the superintendent.

Section 10 - Student Discipline

The employer shall support and uphold all employees in their efforts to maintain discipline in the District and shall give timely response to all employees' requests regarding discipline problems, provided appropriate procedures have been followed.

As part of the required district/building day prior to school, the district or building shall inform certificated employees about district and building rules, regulations, and procedures pertaining to student discipline.

Employees shall also receive documentation showing disciplinary codes and/or discipline flow charts as appropriate for each building.

Every employee shall have the right and responsibility to maintain student behavior consistent with a good educational atmosphere and in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building's disciplinary plan.

- A. District administration shall, to the extent provided by law and consistent with District Policies, Procedures and Handbooks, support and uphold employees in their efforts to maintain discipline in the District and will be responsive to employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board.
- B. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to address student discipline problems warranting administrator intervention.
- C. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and consistent with federal or state laws or regulations.
- D. Every school will have and follow a school-wide discipline plan which aligns with School Board policy.
 - 1. The building discipline plan must be reviewed at least once a year with all affected staff and updated if needed.
 - 2. The discipline plan shall include:
 - a. A process for how students are managed when they are sent to the office.
 - b. A process, which includes staff, for addressing changes to the plan when needed.
- E. Student Exclusion from a Class:
 - 1. Employees shall have the authority as described in RCW 28A.600.020 to exclude a disruptive and/or dangerous student in violation of the building student discipline policy and identified by the written rules of the classroom teacher. The student may be excluded by the teacher from the immediate class period or activity or for up to the following two (2) days. In no event, without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period

or up to the following two (2) days, until the principal or designee and the teacher have conferred.

2. "Classroom exclusion" means the exclusion of a student from a classroom or instructional or activity area for behavioral violations. Classroom exclusion does not include actions that result in missed instruction for a brief duration when:
 - a. A teacher, or other school personnel, attempts other forms of discipline to support the student in meeting behavioral expectations; and
 - b. The student remains under the supervision of the teacher or other school personnel during such brief duration.
 3. Any teacher exclusion extending beyond one day will be deemed a suspension and appropriate student due process will attach.
 4. Except in emergency situations, the teacher must attempt another form of corrective action.
 5. It shall be the responsibility of the teacher to contact the excluded student's parent(s) or guardian, unless the exclusion results in more serious disciplinary action such as suspension as determined by the Principal or designee. After repeated exclusions, administration may be asked to contact the parent and arrange for a conference with the parent and the student.
 6. Prior to the student being readmitted to class, the employee shall be informed about the resolution of the problem.
- F. In instances where it is determined that student behavior warranting suspension or expulsion from school has occurred while the student is under supervision of an employee, the employee shall provide details regarding the incident(s) necessitating discipline and shall receive a written response upon request by the employee as to the disposition of the matter.
- G. When requested by an employee, there shall be a meeting between the principal, or his/her designee, and the teacher prior to the return of a suspended student into that employee's classroom. The principal, upon the request of the employee, will make a reasonable effort to have a parent/guardian attend that meeting. The provisions of this article apply only to the specific class or classroom where the behavior occurred leading to the suspension.
- H. Special education students may or may not be subject to emergency removal under the same conditions and circumstances as for non-special education students, depending upon whether or not the emergency removal constitutes a change in placement and whether the student's accommodations have been met. These students have unique disciplinary rules under State and Federal laws and regulations. The District and Staff will work together to find professional development regarding discipline procedures for students receiving special education services as necessary.

- I. Schools may have alternatives to “out-of-school suspension” as determined by the school-wide discipline plan.
- J. The parties agree that an individual student’s status shall not be impacted by any Association or individual grievance.
- K. The District shall also advise those employees working directly with a student when the District possesses information that the student’s disciplinary history suggests a possible threat to the safety of others. The District shall make every reasonable effort to provide this information prior to the student’s being placed in the employee’s classroom/caseload, but under no circumstance shall this notification occur more than two (2) working days after the student’s assignment to the classroom/caseload or after the district has been notified of such information.

Section 11 - Dispensing Medication and First Aid

No employee shall be required by the employer to dispense or administer medication or first aid unless in accordance with law or required by job description.

Section 12 – Privacy

Faculty Meetings: Representatives of commercial concerns, such as insurance companies, financial counselors, fundraisers, etc. shall not be permitted to attend and address faculty meetings except for those mutually endorsed by the District and the Association.

ARTICLE IV - EVALUATION AND PROBATION

All employee evaluations shall be conducted in accordance with RCW 28A.405.100, RCW 28A.405.150, WAC 392-191 and this Agreement.

Section 1 - Introduction and Notification

- A. The parties have agreed to adopt CEL5D. The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation process shall take into consideration the combined evidence of the teacher's performance including artifacts, collaborative activities, instructional practices, and communication with stakeholders.
- B. Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given, from the administrator, a copy of the evaluation criteria, procedures, and any relevant information regarding the tools used for observation and evaluation purposes. In addition, a teacher initially placed on the focused evaluation can be moved to comprehensive if the Evaluator later determines that a Comprehensive Evaluation is more appropriate. The rationale must be shared, and the decision made before December 15th of that year.

Section 2 - Comprehensive Evaluation

The Comprehensive Evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive Evaluation a minimum of once every six (6) years. In subsequent years, a teacher may be evaluated on a Focused evaluation.

- A. Student Growth Goal Setting:
 - 1. The teacher who is on a Comprehensive evaluation will select student growth goal(s) 3, 6, and 8. These goals shall be shared with and mutually agreed upon with the teacher and evaluator by November 1st.
 - 2. Student data that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth score. The measurements used shall be determined by the teacher in collaboration with the evaluator.

3. If a goal needs to be adjusted after November 1st, the teacher and evaluator will meet and mutually agree upon a modification.
 4. The District will make available and support work during PLC time for all teachers on a Comprehensive evaluation to engage in activities that support work that may be used to satisfy the student growth requirements defined in Criteria 3, 6, and 8.
- B. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
- C. Observations:
1. The total annual observation time must be at least sixty (60) minutes, with an observation occurring each semester. Each individual formal observation must be a minimum of 15 minutes. Provisional teachers require additional observation time as noted below. No pre-scheduled observations shall take place on Friday afternoons, or the day of/before a holiday or break, without the consent of the teacher.
 2. Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length. The District may offer a continuing contract to provisional employees after two (2) years of evaluations that are proficient (3) or distinguished (4), at the Superintendent's sole discretion.
 3. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third-year provisional teacher shall not be less than ninety (90) minutes.
 4. The evaluator has the right to make unannounced observations at any time. If an evaluator notices something which will negatively impact the teacher's overall evaluation, he/she will respond to this in writing.
- D. Post-Observation Communication:
1. Following each scheduled observation or series of shorter scheduled or unscheduled observations, the evaluator will:
 - a. Document and share the results of the formal observation in writing or by using other evaluation tools. The evaluator will share his/her observation report with the teacher within 5 working days.
 - b. The teacher or administrator may request and be granted a meeting to review the observation report if desired.

2. Each teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time after the observation(s) and at any other time throughout the year prior to April 30.
 3. If a teacher is at risk of being rated Basic or below, the evaluator must schedule a time to meet with the teacher after the observation(s) to review concerns.
- E. Preliminary Summative Communication: When the evaluator is aware of concerns regarding any state criteria, the evaluator will maintain ongoing communication with the teacher where a rating of 1 or 2 is likely to become the summative rating for those criteria. This ongoing communication shall include the following:
1. The evaluator will hold a discussion with the teacher indicating that the evaluator has observed areas of potential concern, within 5 days of the observation giving rise to this concern. The evaluator will disclose at the time of the discussion that the concern may result in a state criteria rating of 1 or 2.
 2. The teacher shall be given an opportunity to respond to such concerns within 5 days.
 3. The evaluator shall continue to consider additional evidence observed or submitted by the Employee with regard to the criteria following the discussion of concern with the teacher.

Note: These provisions regarding preliminary summative communication apply to criteria scores, not individual ratings within each criterion.

- F. Final Summative Communication:
1. The evaluator will submit to the teacher a copy of the final evaluation no later than May 15.
 2. Either party may request a meeting to review the evaluation.
 3. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy. The teacher has the right to respond in writing to this evaluation and/or submit additional evidence which may affect the final summative evaluation.

Section 3 - Focused Evaluation

The Focused Evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher must complete a minimum of one Comprehensive Evaluation every six (6) years. In subsequent years the teacher may be evaluated on a Focused Evaluation.

- A. Criterion Selection: The criterion selected for the Focused Evaluation will be taken from one of the state's student growth criteria and must be approved by the teacher's evaluator.

A group of teachers may focus on the same evaluation criterion and share professional growth activities.

B. Student Growth Goal Setting:

1. When the teacher in collaboration with the evaluator selects Criterion 3, 6, or 8 the teacher must complete the embedded student growth components within the chosen criterion only. If the teacher in collaboration with the evaluator selects Criterion 1, 2, 4, 5, or 7, the teacher must also select one of the student growth components in either 3, 6, or 8. These goals shall be shared with and mutually agreed upon with the teacher and evaluator by November 1st.
2. Student data that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth score.
3. If a goal needs to be adjusted after November 1st, the teacher and evaluator will meet and mutually agree upon a modification.
4. The District will make available and support work during PLC time for all teachers on a Focused evaluation to engage in activities that support work that may be used to satisfy the student growth requirements defined in Criteria 3, 6, and 8.

C. The observation rules for a focused evaluation are the same as those described under the comprehensive evaluation.

D. Final Summative Communication: The evaluator will submit to the teacher a copy of the final evaluation no later than May 15 and either party may request, within 5 days, a meeting to review the evaluation. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy. (5) A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

E. Rating of Basic or below: Any teacher rated basic or below on the focused component of the evaluation will not be eligible for focused evaluation the following year.

Section 4 - Support for Provisional Teachers

For a struggling provisional teacher, the evaluator shall have made a good faith effort through the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies by providing periodic feedback and assistance from the evaluator on the teacher's progress toward addressing concerns. Provisional teacher nonrenewal is governed by RCW 28A.405.220, and such nonrenewal shall not be subject to the grievance process.

Section 5 - Probation

- A. This section shall not apply to Provisional Employees or those on non-continuing contracts: The probation requirements do not apply to Provisional teachers.
- B. At any time after October 15th, a continuing employee, being evaluated on a Comprehensive Evaluation, whose work is judged not-satisfactory shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. "Not satisfactory" is defined in Section I. paragraph 11 of this Article.
- C. A probationary period of a minimum of sixty school days shall be established for teachers deemed not satisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, so long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience, has a comprehensive summative evaluation performance rating as of May 15th of less than Level 2, and, in the Superintendent's sole discretion, the teacher has shown signs of significant effort such that an extension of the probationary period is likely to result in a proficient, level 3 rating.
- D. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.
- E. During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated administrator to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator not affiliated with CSD assigned by the educational service district in which the school district is located. This person shall be selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The Association may elect to bring in an outside professional to advise the teacher while on probation, but this individual will not be an additional observer/evaluator.
- F. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a

request for transfer or reassignment is contemplated by either the individual or the school district.

- G. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- H. The probationer must be removed from probation if he or she has demonstrated sustained improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five (5) or fewer years of experience, or of Level 3 or above for a continuing contract employee with more than five (5) years of experience.
- I. Lack of necessary improvement during the established probationary period, where the employee is still not at a satisfactory level as defined below, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause for termination under RCW 28A.405.300 or 28A.405.210.
- J. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, 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 6

Notwithstanding the probation requirements above, when any continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating of less than 2 for two (2) consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

Section 7 - State Criteria and Scoring

- A. State Evaluation Criteria:

State Evaluation Criteria	
Criterion 1	Centering instruction on high expectations for student achievement.
Criterion 2	Demonstrating effective teaching practices.
Criterion 3	Recognizing individual student learning needs and developing strategies to address those needs.
Criterion 4	Providing clear and intentional focus on subject matter content and curriculum.
Criterion 5	Fostering and managing a safe, positive learning environment.
Criterion 6	Using multiple data elements to modify instruction and improve student learning.
Criterion 7	Communicating and collaborating with parents and the school community.
Criterion 8	Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

Figure I: State Evaluation Criteria

B. Summative Performance Rating for Comprehensive Evaluation

1. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

Ranking Score	
Unsatisfactory (1)	8-14
Basic (2)	15-21
Proficient (3)	22-28
Distinguished (4)	29-32

Figure II: Ranking Score

The final score for each criterion will be based on the preponderance of the evidence in each criterion. The individual criterion ratings from all eight (8) criteria will be used in achieving the overall “Summative Performance Rating” in the chart above. Scores will not be rounded.

2. Surprise Bar: For continuing contract employees any item on the Evaluation Form that is marked with a "Basic" or "Unsatisfactory" must have been preceded by a written or oral notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

Section 8 - Definitions

- A. “Artifacts” shall mean any products generated, developed, or used by a teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, documents used in the observation/evaluation process may be considered as artifacts. NOTE: Artifacts can be gathered through the

observation process and the course of regularly-performed activities and practices; therefore, the number of gathered artifacts can be minimal.

- B. “Criteria” shall mean the eight (8) state defined categories to be scored.
- C. “Criterion” shall mean one (1) of the eight (8) state defined categories to be scored.
- D. “Teacher” shall mean a certificated employee who provides academically-focused instruction to students as defined in WAC 181-79A-140. All teachers shall be evaluated annually using either a Comprehensive or Focused evaluation.
- E. “Evaluator” shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. Evaluators shall be trained as provided by the state of Washington and continue to engage in activities that will strengthen the evaluator’s expertise in the use of the instructional framework for teacher evaluation.
- F. “Evidence” shall mean examples or observable practices of the teacher’s ability and skill in relation to the instructional framework criteria. Evidence should be gathered from the normal course of the essential functions of the job and evaluation criteria. Evidence collection is not intended to be a professional portfolio but rather a sampling of observed practices and/or data to inform the decision about level of performance. There is no minimum amount of evidence required per criterion. It is expected that evidence be submitted where observations alone have not shown criterion data.
- G. “Instructional Framework” shall mean the CEL5D.
- H. “Observation” means the gathering of evidence through classroom or worksite visits for the purpose of examining evidence over time to show sustained performance as applied to the criterion rubrics. As appropriate, the evaluation of the certificated classroom teacher may include the observation of school-related duties that occur outside the classroom setting.
- I. “Provisional Teacher” means (a) a teacher in his/her first three (3) years of teaching in Washington State; (b) a teacher given additional time to demonstrate improvement by the Superintendent, who has received an evaluation rating below level 2 during the third year of employment in Washington State, in which case the employee shall remain subject to the nonrenewal of the employment contract as a provisional teacher until the employee receives a level 2 rating; or (c) a teacher who has previously completed at least two (2) full years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Colville School District. Nothing in this section defining “provisional teacher” is intended to provide a provisional employee, who the Superintendent has determined should be nonrenewed within his powers under the provisions of RCW 28A.405.220, any additional rights regarding his/her employment status.
- J. “Student Growth Data” shall mean the change in student growth between two points in time within the current school year. Student growth goals shall be initiated by the

classroom teacher and agreed upon by both the teacher and the evaluator. Assessments used to demonstrate growth shall predominately originate at the classroom level, such assessments must be appropriate and relevant to the growth goal measured. Data must include multiple measures which shall include formative assessments and may include summative assessments as appropriate.

- K. “Not Satisfactory” for purposes of probation and nonrenewal shall mean:
1. Level 1: Unsatisfactory – Receiving a summative score of “1” or “Unsatisfactory” is not considered satisfactory performance for any teacher.
 2. Level 2: Basic – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of “2” or “Basic” has been received two (2) years in a row or during two (2) out of three consecutive years, the teacher is not performing at satisfactory level. If a provisional teacher has a summative score of 2 but a rating of unsatisfactory in one or more criterion, that provisional teacher may be not satisfactory for purposes of non-renewal in the judgment of the Superintendent.
- L. “Regularly Scheduled Activities and Practices” shall mean: Duties performed as part of classroom instruction, professional collaboration and communication with students and stakeholders.

Section 9 - Transitional Classroom Teachers/Non-Classroom Teacher Evaluation Process

Current TPEP processes and language will apply to Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists, ELL Staff, and RTI Staff), Counselors, librarians, media specialists, teachers on special assignment, instructional and all other certificated employees who are not classroom teachers. Until TPEP forms are created for the above-listed groups, those individuals will be evaluated using the previously approved traditional forms.

ARTICLE V - INSTRUCTION

Section 1 - Academic Freedom

- A. 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. 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 curriculum. Employees will use professionally accepted teaching practices 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.
- B. Questionable Material: Questionable matters in the employee's opinion shall be referred to the principal in advance of presentation for decision by the principal on their uses.
- C. Listening Devices: The District agrees that mechanical or electronic devices utilized in classrooms will be equipped with privacy controls operable at the teacher's discretion. Devices that are currently in use that do not have privacy controls shall be converted or their use discontinued as soon as practical.
- D. Recording Devices: Employees must get written permission from administration and students' families before audio or video recording any lessons. All lessons recorded are the property of the school district and shall not be sold. Videos shall not be shared with anyone outside of the school district, with the exception of videos used for National Board Certification with appropriate permission from the current students' families. If the recording is used online or otherwise shared beyond school staff, it must be redacted of all personally identifiable student information. As these recordings are the property of the District, they may be used as evidence/artifacts for evaluation and/or discipline as appropriate.

Section 2 - Employee Work Load

- A. District Responsibility: The District is fully cognizant of the need and its responsibility to make a consistent effort to avoid student overloads and agrees that this shall be a high priority objective. Every reasonable effort will be made to accomplish this objective during the term of the Agreement.

B. Workload Standards:

1. In the event teachers and/or administration wish to pilot a different type of schedule (i.e., every other day rotation) they will present their proposal to the Workload Committee with their building administrator.
2. Class loads will be distributed on an equitable basis between grade levels (TK-5) and departments (6-12).
3. At the secondary level (Grades 6-12), if an employee has more than four (4) preps per grading period, the employee may use the Workload Committee process to address this concern.
4. Class loads will be defined as the number of students assigned to a classroom. At the secondary level, teachers' assistants (TAs) shall not factor into this number.
5. Combination classroom maximums shall be four (4) students less than contracted maximum TK-5 class size load at the applicable grade levels.

C. Class Sizes/Overload:

1. If the building principal or staff member feels that they might be approaching overload, they should meet to discuss alternatives to overload. The building principal will notify the Superintendent and Association president to inform them of the overload and possible solutions.
2. In the event the overload cannot be resolved to the satisfaction of the parties involved, employee(s) whose class load is higher than maximum shall receive \$175 per overload per month while the class is overloaded. If a student is placed for a portion of the day into a general education classroom from a DI/BI classroom and this places a teacher into overload, he/she will be compensated at this overload rate.
3. If an elementary (TK-5) teacher is given extra students from another teacher's class due to lack of available substitutes, he/she will be compensated at a rate of \$100 for a full day (\$50.00/half day). The students in the affected class will be equitably distributed among all teachers at that grade level.
4. Excluding the situations outlined in #4 above, in no case shall an employee be impacted by more than four (4) pupils (TK-2) or five (5) pupils (3-12) over the agreed-upon maximum class size.
5. At the elementary level, administration will not regularly schedule specialists (excluding music) to take two or more classes at one time unless mutually agreed upon by both parties.

Grades	Class Size Maximum
TK	20 students
K-2	22 students
3	25 students
4-5	26 students
6-8	30, not to exceed 150 per day*
9-12	32, not to exceed 150 per day*
ALE (onsite, remote or online)	32 FTE (1 FTE = 6 courses) The overload count day will be on the student enrollment count day (P223 day). Students who are transitioning from one course to another do not count as overload if the transition duration is less than two weeks. When possible, CHS students who take online classes for credit recovery or enhancement will be managed by staff at Colville High School.

*It is understood that special subject employees (vocational, shop, music, student support program, and PE) may have more or less student contact per day depending on the nature of the assignment and/or safety consideration.

D. Caseload:

If any individual employee's caseload exceeds, or is anticipated to exceed, the District-Wide Average Staffing, the employee will discuss this caseload with the building principal and Student Services Director to discuss solutions. The Superintendent will be consulted.

In the event that an acceptable agreement cannot be reached, the employee will meet with the Workload Committee to find viable solutions that may include staffing changes, scheduling solutions, extra time, additional compensation, or other options.

Position	District-Wide Average Staffing	Calculation
School Psychologist	1,250 students assigned to a 1.0 FTE	The district-wide staffing average will be calculated by dividing the total district enrollment by the total school psychologist allocation.
Speech Language Pathologist	1.0 FTE per fifty-five (55) students assigned to a 1.0 FTE	The district-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs by the total number of SLPs. SLP overload pay = \$30 per month per overload (defined as a student with IEP or in evaluation)
Special Education	Appropriate staffing levels based on individual student need, classroom need and building need will be maintained. If the employee or building principal anticipate a caseload issue, this will be brought to the attention of the Student Services Director and Superintendent. The Workload Committee will be engaged to determine viable solutions.	
Nurse		
OT/PT		

E. Extended Days:

Extended days will be allocated to the following specialty roles in order to complete paperwork, compliance responsibilities and other professional responsibilities or activities.

These days must be documented on the Extended Day Verification Form (Appendix J) and submitted by May 1st. If forms are not turned in by May 1, salary will be deducted in June, July, and August.

Position	Extended Days
School Psychologist	Ten (10) extended days
Speech Language Pathologist	Five (5) extended days
School Nurse	Ten (10) extended days
Special Education Teacher (Case Manager)	Five (5) extended days
OT/PT	Five (5) extended days
Counselor	Elementary/Middle: Three (3) extended days High School: Five (5) extended days
Vocational	Extended days will be added for specific vocational programs from five (5) to twenty (20) days, at the District's discretion.

F. IEP Students & Meetings:

Students with Individualized Education Programs (IEPs) and other students with high needs will be thoughtfully distributed across grade levels and within general education courses at the secondary level, considering the potential benefits of clustering for specialized support and push-in services.

The intent of IEP meetings is for them to be scheduled outside of the instructional day. If there are special circumstances, and with administrative approval, a meeting may be scheduled during the instructional day.

Case managers will ensure that student IEPs are disseminated to general education teachers within 5 (five) days of their placement in a general education classroom or within 5 (five) days of receipt of IEP paperwork if the student transfers into the district.

Case managers will work before school with the schedulers at each building to direct proper course placement of each student on their caseload. If a student is enrolled after the start of school, this will occur as soon as the case manager is notified of the student's placement on his/her caseload.

G. Working with Paraeducators:

Certificated employees are responsible for designing the instruction and monitoring its implementation by any assigned paraeducators. If the Certificated Employee believes that the paraeducator's implementation is not satisfactory, the Certificated Employee shall communicate concerns with the principal.

Section 3 - Preparation Periods

- A. Purpose: Both parties recognize that preparation time is vital.
1. The District will schedule preparation periods in blocks of time so as to afford efficient use of such time by each employee. (No block of regular scheduled time to be less than 20 minutes for K-5 or one class period for 6-12.) Such decisions will be made locally in each building, with the employee providing input as to his or her preference.
 2. Employees during preparation time shall remain in their building unless the building principal or his/her designee gives them permission to leave the premises.
 3. Preparation time will be interrupted only for the infrequent occasions that are necessary for maintenance of vital school services.
 4. Preparation periods will be devoted primarily to the instructional program, conferring with parents or students, and maintenance of records.
- B. Secondary Preparation Time: All secondary employees directly involved in classroom instruction shall have the equivalent of one (1) instructional period per regular workday which time shall be used for classroom preparation.
- C. Elementary Preparation Time: All elementary classroom employees shall have a minimum of 180 minutes of preparation time each week (excluding the half-hour before and after school, the regularly scheduled recess times, and duty-free lunch period). The time made available while an employee's students are in a program taught by a specialist may be used to meet the 180-minute requirement for preparation time. Preparation time K-5 will be equitable.
- D. Special Education Teachers shall receive two (2) prep periods each day. If in the event this is not possible, it will be addressed through Labor Management.
- E. Loss of Preparation Time: An employee, who during his/her preparation time is requested to fill in for another employee at the request of his/her administrator or designee, shall be paid at his/her per diem rate. This provision is intended to compensate regular classroom teachers who relinquish their planning due to a lack of substitutes. Staff who do not have a bargained planning period must designate a specified time at the beginning of the year as prep time. Once designated, the employee will be compensated for covering classes due to a lack of substitutes only during this time.
- F. Part Time Employees: Part time employees shall be granted preparation time proportionate to the amount of time they are employed.

Section 4 - Special Assistance

When in the judgment of an employee, a student requires special assistance from an appropriate specialist, the employee shall inform his/her principal or immediate supervisor concerning the matter. The principal or immediate supervisor shall arrange within five (5) working days for the first (1st) conference between himself/herself and the employee to discuss the problem and to decide upon appropriate steps for its resolution.

Section 5 - Student Grades

No student grades may be changed without the grade-giving employee's knowledge. If the building principal or superintendent believes that the posted grade is not accurate, he/she must notify the teacher and meet with him/her to discuss the concerns. A Grade Change Form (Appendix I) must be filled out and signed by the teacher and principal or superintendent prior to the formal change.

Section 6 - Beginning Teacher Mentor Program

- A. Program: In order to implement the Mentor Teacher Program (Beginning Teacher's Assistance Program), the District and the Association agree to the following provision. The District shall not require any employee to apply for participation as a mentor. Selected mentor teachers and beginning teachers receive the annual stipend funded by the state. Mentors and beginning teachers shall be provided the number of release days recommended and funded by the state guidelines. All substitute costs, travel, lodging, and meals shall be paid at the level recommended and funded by the state and/or district.

No participating employee shall be subject to any additional evaluation procedure not outlined in the current Collective Bargaining Agreement. A mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of the beginning teacher. The Association shall be involved in any state and/or District evaluation of the Mentor Teacher Program.

- B. Selection Process: The Association president and building principal shall collectively appoint one Association representative for each building for the Mentor Teacher Program. If possible, the mentor teacher shall be selected from the building of the beginning teacher.
- C. Mentor Teacher Qualifications:
1. Teaching experience within the same or similar grade level or subject areas as assigned beginning teachers.

2. Employed full-time, primarily as a classroom teacher.
3. Previous three (3) years of proficient teaching evaluations.
4. Hold a valid continuing, residency, or professional teaching certificate.
5. At least three (3) years of teaching experience within the District.
6. Be an active member of the local Association whenever possible.

D. Selection Criteria:

The mentor should:

1. Demonstrate effective teaching skills.
2. Have a good understanding and perspective of District and building policies, procedures, and programs.
3. Possess a high level of professional development/commitment.
4. Demonstrate good communication and interpersonal skills.
5. Seniority may be a consideration in the selection process if all other factors are equal.

Section 7 - Non-Certificated Personnel

Except for emergency, short-term (2 hours or less) situations, no non-certificated personnel shall be solely responsible for supervision of a classroom.

Any assignment that is currently held by a certified employee shall not be filled upon a vacancy by non-certificated personnel.

Temporary replacement of a certificated position during a school year shall be mutually addressed by the Association and Administration. The certificated position shall be restored the following school year.

Section 8 - Clock Hours

As part of a desire to continue further educational progress, certificated personnel need to be presented with professional development opportunities. Teachers are responsible for documenting these hours using the state's system and paying for the clock hours, but the District will provide the professional development and the opportunity for staff to earn at least 16 clock hours each year through in-person or online training.

ARTICLE VI - LEAVES

Section 1 - Leaves of Absence

A. Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with up to 12 weeks of unpaid, job and benefit protecting leave per year for specific family and medical reasons. To be eligible, employees must have been employed for at least 12 months and have worked at least 1,250 hours in the 12 months before the leave.

The FMLA covers the birth and care of a newborn child, the placement of a child for adoption or foster care, care for an immediate family member with a serious health condition, medical leave for the employee's own serious health condition, and certain situations related to a family member's military service. FMLA primarily provides job and benefit protection, regardless of whether an employee has/uses other forms of leave during the absence (sick, personal, unpaid/PFML).

While the employee is on leave under the Family Medical Leave Act FMLA the District shall insure the following provisions:

1. Maintain the employer's portion of insurance benefits for the duration of the protected FMLA leave.
2. Grant the employee his/her previous position upon return from FMLA.
3. Maintain any employee benefits that accrued prior to the start of the FMLA.
4. FMLA leave will run concurrently with other available leaves of absence outlined below.

B. Washington Paid Family and Medical Leave (PFML)

Paid Family and Medical Leave is a state insurance program in Washington that provides paid leave for people when they need to care for themselves or a family member due to a serious illness or injury, bond after the birth or placement of a child, or for certain military-connected events. To be eligible, employees must have worked at least 820 hours during the qualifying period.

C. Maternity/Child Rearing/Adoption/Leave

The District shall allow the use of sick leave for pregnancy, childbirth, adoption, and bonding. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return

at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

Such leave shall be authorized upon request for a period of time not exceeding one semester (ninety (90) work days). The employee, upon returning from such leave, shall be returned to the same position that was held at the time the leave was granted. Child rearing shall be considered an acceptable use of paid sick leave but shall be unpaid for any amount in excess of accrued sick leave.

D. Extended (Unpaid) Leave of Absence

1. Leave: Upon exhaustion of or ineligibility for all other protected leave types (FMLA, Maternity, etc.) and paid leave balances (sick, personal), due to extenuating or special circumstances, an employee may request a leave of absence, without pay, for up to one (1) year by written request to the Superintendent. The Superintendent shall consider the needs of the District in considering a recommendation to the Board for the granting of this type of leave. No salary increment or experience credit shall be earned during an unpaid leave of absence.
2. Purpose: This leave may only be used to extend current child rearing leave, to study (may include teaching overseas), or for an emergency situation. This leave may not be used to take employment elsewhere or for non-emergent personal reasons. This leave may also be requested for up to two (2) years by an employee elected to a state or national office in WEA or NEA, respectively.
3. Benefits: An employee on an approved leave of absence may maintain enrollment in eligible group health insurance programs, provided that such membership is approved by the insurance carrier, and the employee shall be responsible for payment in full of any and all premiums via enrollment in the COBRA continuation coverage.
4. Return from Leave: Upon return from leave, the employee shall be rehired provided there is a position open for which the person is qualified to fill. During any Layoff/Recall year in which a reduction in force may occur, an employee returning from a Leave of Absence will be placed back in the hiring pool according to his/her experience and certification.

Section 2 - General Provisions of Leave

- A. All leaves are to be used as they are intended.
- B. All time off requests will be entered into Skyward (or District's current system) for approval by the employee in advance of the absence, with the exception of emergencies or unplanned illness, in which case they will be entered into Skyward upon the employee's return.

- C. Use: With the exception of illness or injury, leave requests will be granted based only upon substitute availability.
- D. Responsibilities When Absent: Unless otherwise directed by administration, appropriate lesson plans, which are detailed and provide sufficient work for students, are to be provided by the absent teacher for the substitute. These plans should be left in the classroom or emailed to the building's designee prior to the start of the school day. In the case of specialized classes which may require knowledge of the equipment or subject to maintain a safe environment, teachers will leave alternative plans in lieu of working with equipment. If a teacher fails to leave adequate lesson plans, they will be subject to progressive disciplinary action.
- E. Increments: An absence of one-half (1/2) the workday or a portion thereof, shall be charged as one-half (1/2) day increment of leave. One-half day shall mean from the beginning of the workday to 11:30 a.m. or 11:30 am to the end of the work day. Any absence past one-half (1/2) day, as herein defined, shall be charged as one (1) full day of leave.
- F. Preapproval: A request for five (5) consecutive days or more of time off must be made at least fifteen (15) days in advance of said leave to the Superintendent.
- G. Exhaustion: In the event that all other forms of leave have been exhausted, the District may authorize unpaid leave for special circumstances. Unpaid leave must be preapproved by the Superintendent. If an employee uses leave when he/she doesn't have available leave or permission, this may result in disciplinary action.

Section 3 - Sick Leave

- A. Accrual: The District will allow sick leave according to the following policy: Twelve (12) days annual sick leave pursuant to current statutes will be granted each employee, which leave may accrue. Employees employed less than full-time will receive sick leave days prorated according to the employee's FTE.
- B. Allowable Uses of Sick Leave per District Policy 5401:
 - 1. Care of the employee or the employee's immediate family member for:
 - a. Mental or physical illnesses, injuries, or health conditions;
 - b. The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
 - c. The need for preventative medical care.
 - d. Closure of Colville School District 115 by order of a public official for any health-related reason or employee's child's school or place of care has been

closed by order of a public official for any health-related reason or after the declaration of an emergency by the government.

- e. To address issues related to domestic violence, sexual assault, or stalking.
- C. Dr.'s Verification: The district may require a signed statement from a healthcare provider for any absence in excess of three (3) consecutive days. Pursuant to WAC 296-128-660.
- D. Notice and Reporting: Notice of illness and injury requiring time off the job shall be reported to the principal or his/her designee, and such reporting will take place no later than 7 a.m. of the day to be missed. If the person who is ill or injured cannot return for the ensuing day, then an attempt shall be made to notify the applicable building principal no later than 3 p.m. of the preceding day.
- E. On-The-Job Injury: On-the-job injuries requiring time off the job pursuant to a doctor's order are covered by Northeast Washington Workers Compensation Cooperative, and the employee shall select one (1) of these options:
 - 1. Elect to receive the appropriate industrial insurance time loss payment and not utilize sick leave (effectively taking unpaid leave instead) in which case no charge will be made against sick leave for an absence beyond three (3) days.
 - 2. Elect to receive the appropriate industrial insurance time loss payment and utilize sick leave. The time loss check is intended to serve as a restitution for using one's own sick leave.
- F. Sick Leave Sharing: The District will establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by an employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition, or to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive or foster child. The District may choose to discontinue an employee's sick leave sharing at any time.

The value of leave donated is based upon the current salary rate of the employee receiving the leave.

Sick leave donation pledges are only processed as needed, when needed, during each payroll cycle. It is possible that an employee may pledge to donate hours, however those hours are not needed, therefore the pledge would not be processed. If the pledge is needed and processed, the transaction will be listed in the donor's time-off transactions.

- G. Annual Sick Leave Buy-Back: Employees are allowed to cash in unused sick leave days per WAC 392.136.015. A statement will be sent annually to each eligible employee. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.
- H. Sick Leave Cash-Out at Separation: At the time of separation from school district employment, an eligible employee (according to RCW 28A.400.210) or the employee's

estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. (See Appendix G for part of RCW 28A.400.210)

Section 4 - Emergency Leave

Reasonable emergency leave, up to a limit of two (2) days, with prior notification to the Superintendent, may be granted to employees. Such leave will be charged to allowed sick leave days.

An emergency is defined as a situation not covered by any other leave provision and is one over which the employee has no control, and is one which compels the employee's absence during the workday and presents damaging effects to one's self, family, finances, or possessions.

Section 5 - Court Appearance Leave

The District shall grant Court Appearance Leave as follows:

- A. Jury Duty: Employees who are called to serve on a jury.
- B. Subpoenas: Employees who are subpoenaed to testify in court.
- C. Other Court Leave: Other court absences shall be granted from Emergency Leave.

Section 6 - Bereavement Leave

Up to five (5) days bereavement leave with pay shall be granted for each occurrence of death in the immediate family, or such person with whom an equivalent relationship exists. Such leave shall not be deducted from sick leave. Additional time may be granted at the discretion of the Superintendent and shall be deducted from sick, personal or flex leave.

Section 7 - Professional Leave

Advance approval shall be obtained from the Superintendent/designee before attendance at professional meetings and conferences with pay and with reimbursement of reasonable travel, lodging, meals, and registration.

- A. National Board Leave: The District will support National Board candidates in the following manner:
 - 1. Initial Certification: Two days of Professional Leave during the teacher's candidacy and one day of Professional leave for National Boards Testing.
 - 2. Renewal: One day of Professional Leave.

The teacher will communicate with his/her principal and submit the appropriate leave request form.

Section 8 - Military Leave

Employees shall be granted military leave of absence when required by law. The individual requiring such leave shall, when possible, present to the Superintendent valid orders from the appropriate military authorities showing date and place of reporting, length of tour of duty and anticipated date of return to the District. A military leave of absence shall be with pay and shall not exceed twenty-one (21) calendar days in length (according to RCW 38.40.060). Upon return from leave, the employee shall be placed in the position last held in the District.

Section 9 - Personal Leave

- A. Accrual: Each employee shall have three (3) personal leave days per year. These three (3) personal days are loaded at the September start of each school year. Employees will be allowed to carry a maximum of five (5) personal days at any time.
- B. Use: The employee is not required to state his/her reason(s) for the request to take such leave days. Prior notice will be given to the building administrator if at all possible. Personal leave days may be used for up to three (3) consecutive teacher workdays. In the case of special circumstances, the superintendent may approve the use of up to five (5) consecutive banked personal leave days.
- C. Buy Back: At the end of each school year, the employee shall notify the District of his/her request to buy-back any remaining unused personal days at his/her per diem rate of pay in response to District solicitation for said requests.

Section 10 - Flex Leave

- A. Accrual: Flex Leave days may be earned for professional responsibilities performed outside of the compensated workday. A maximum of twenty-four (24) hours may be earned. To accrue Flex Leave, the employee must complete the form on Appendix I, have it signed by the building administrator and submit it to the District Office.

Employees may carry over a maximum of eight (8) hours of Flex leave per year.

- B. Use: Flex Leave may only be used if a substitute has been secured.

Use: Flex Leave may be used in half day (4 hours) or whole day (8 hours) increments and may be used prior to or instead of personal leave.

- C. Buy Back: Employees may buy-back a maximum of two (2) flex leave days at the current substitute teacher rate and one (1) day may be rolled to the next year. At the end of each school year, the employee shall notify the District of his/her request to buy-back flex days at the substitute rate in response to District solicitation for said requests.

Section 10 - Association Leave

Leave for Association business which enhances the professional status and competence of employees shall be granted to the Association. The Association will pay for the cost of a substitute.

There will be no pay loss to the employee. Maximum number of days per year is twenty (20), unless waived by the District. Maximum number of days per individual per year is thirteen (13).

Section 11 - Unpaid Leave (not protected by a Leave of Absence)

Unpaid leave not otherwise protected by a Leave of Absence as outlined in Article IV, Section 1, Leave of Absence, may only be requested directly through the Superintendent. Any unpaid absence will require the staff member be charged the cost of the substitute or classroom coverage.

ARTICLE VII - FISCAL

Section 1 - Hiring Practices

All employees hired by the Board for certificated positions shall have a valid Washington certificate. Employees who fail to maintain their certificated/endorsed areas in a current status will be subject to immediate termination. Employees are solely responsible to ensure they maintain the certificate and endorsements they possessed when the contract was issued to them or acquire the appropriate certificates/endorsements prior to the start of the school year governed by the contract. All employees shall be placed on the annual salary allocation schedule in accordance with the criteria for salary allocation schedule placement as contained in this Agreement.

Section 2 - Salary and Payment

- A. Schedule: Salaries shall be as set out in the Salary Allocation Schedule that is attached to and made a part of this Agreement as Appendix G.
- B. Improvement: The District shall increase the Salary Allocation Schedule by IPD (Implicit Price Deflator) as released by Washington State Economic and Revenue Forecast Council and allocated to the District each fiscal year by Washington's Office of the Superintendent of Public Instruction.
- C. Retroactively: Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement.
- D. Placement:
 - 1. Certificate: All employees must possess a valid Washington State teaching certificate. It is the responsibility of each employee to have a current Washington State Certificate on file in the Superintendent's office. Two times per year, the District will notify employees with expiring certificates in that school year.
 - 2. Degree: It is the responsibility of each employee to have a current official transcript on file in the Superintendent's office so that he/she can be placed properly on the salary schedule. It is also the responsibility of each employee to check his/her salary placement to ensure its accuracy at the time he/she signs his/her Contract.
 - 3. Academic Credits: Academic Credits beyond the employee's highest degree shall progress the employee's lane placement. Placement on the Salary Allocation

Schedule is determined by quarter credits (or clock hour equivalent) earned beyond highest degree plus.

- a. Only credits earned from a regionally accredited institution for courses at 100 level or above may be recognized for salary placement.
 - b. As additional college credits are earned, employees should submit official, sealed transcripts.
 - c. Accumulation and computing of academic credits shall use two decimal places
4. Clock Hours: Clock hours may also be used for lane advancement beyond the employee's highest degree at the rate
- a. For every ten (10) clock hours earned, the employee will accrue the equivalent of one (1) academic quarter credit.
 - b. Only clock hours earned through an OSPI approved clock hour provider will be accepted. All Washington public school districts and educational services districts are approved clock hour providers.
 - c. Only clock hours earned after the employee's first bachelor's degree will be accepted.
 - d. Only official clock hour transcripts will be accepted. Certificates of Attendance are not considered to be eligible proof of clock hours. Official clock hour transcripts should be accompanied by the Colville School District Clock Hour Approval Form and signed by the Principal/Supervisor.
5. Experience: Increment steps for certificated experience shall be granted upon initial placement and September 1 of each year thereafter. Full credit shall be granted pursuant to WAC 392-121-264 and the district's Salary Allocation Schedule.

E. ESA Placement

1. The calculation of years of service for occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech language pathologists, audiologists, nurses, social workers, counselors, or psychologists.
2. The calculation may be considered on a case-by-case basis that one year of service in a non-school position counts as one year of service.
3. For the purpose of computing a year of experience, a full year will be deemed to be 2000 or more hours within a twelve-month period.

F. Vocational Placement

1. Vocational teacher placement on the salary schedule is dependent upon the route used to obtain CTE endorsement through OSPI:
 - a. Route 1: University Route - Salary placement follows Article VII, 2, D outlined above.
 - b. Route 2: Business and Industry Route - Salary placement shall align with Chapter 181-77 WAC. Route 2 placement is described in detail in the Certificated Salary Placement packet available on the District website.
2. The calculation for years of service for Career and Technical Education instructors will be done on a case-by-case basis reviewing applicable service in the instructor's career field.
3. For the purpose of computing a year of experience, a full year will be deemed to be 2000 or more hours within a twelve-month period.

G. Accumulation: Accumulation and computing of clock hours, credits and experience shall use two decimal places. When calculations require rounding, a decimal ending with a five (5) or higher is rounded up; a decimal ending with a four (4) or lower is rounded down.

H. Submission Deadline: Clock hours, credits and previous years of experience must be submitted by October 1st for salary advancement consideration.

I. Payment: Checks shall be issued the last business day of the month including November and December. All compensation owed to an employee who is retiring from the District shall, upon request, be paid within thirty (30) days after the final day of employment absent an agreement to the contrary.

J. Employee(s) employed to teach summer school shall be paid according to their placement on the Salary Allocation Schedule.

K. In the event of an oversight and overpayment, the District and the employee will meet to discuss arrangements to remedy the situation and return the funds.

L. Deductions: The District may take deductions from an employee's check when requested by said employee.

Section 3 - Insurance Benefits

A. Beginning January 1, 2020, and each year thereafter, 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 Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

- B. The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.
- C. The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work, unless other circumstances apply per SEBB rules.
- D. Basic benefits include medical, dental, vision, long-term disability, and group life insurance. Employees may select optional benefits at their own expense. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and the Dependent Care Assistance Program (DCAP).
- E. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August of that year, provided however, if an employee chooses a July 1st retirement date with DRS, SEBB coverage will terminate on June 30th.
- F. In the event that any unforeseen changes, that are subject to bargaining, regarding SEBB occur during the duration of this agreement, the parties agree to bargain the impact.
- G. Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.
- H. VEBA: The district will make available a VEBA Plan for sick leave conversion and/or monthly contribution. VEBA participation is voted on annually by CEA members.

Section 4 - Employee Workday

- A. Workday: The employee workday shall consist of a maximum eight (8) hours including one half (1/2) hour before school begins. The employee workday shall begin at 7:30 and end at 3:15. The staff shall receive a minimum of a continuous ten (10) minute duty-free break/recess. All employees will receive a minimum thirty (30) minute duty-free lunch period. No employee shall leave the building during school time without first notifying the principal or designee. Employees teaching the youngest children will have the same or less contact hours with students as those with older students.

The student schedules will be as follows:

Colville High School:	8:00am - 2:45pm
Colville Junior High School	8:00am – 2:40pm
Fort Colville School:	8:00am - 2:40pm
Hofstetter School:	8:00am - 2:40pm

- B. Change in Workday: Any major changes with the school schedule will be sent to the Association president(s) and the previous year’s building representative 30 days prior to the beginning of school or the implementation of the new schedule, if possible. A meeting between the principal of the school involved, Association president(s), building representative and any other interested employees of the school involved will be scheduled as soon as possible.
- C. Assembly Attendance: Employee attendance at assemblies shall be compulsory unless excused by the principal. Elementary employees shall not be required to attend assemblies during their preparation time. In special circumstances employees may be required to attend an assembly or special program.
- D. Professional Responsibilities: Employees are required to make due preparation daily for their duties, preparation to include attendance at employee's meetings and such other professional work contributing to efficient school service during the workday as may be required by the principal or Superintendent.
- E. Emergency/Late Start: In the event school has a late start due to weather conditions or emergency closure circumstance, employees will be expected to arrive at school as close to the ½ hour before the start time as is safe. In the event school has any early student dismissal due to weather conditions or other emergency closure circumstance, employees will be expected to remain on-site until the supervisory and safety concerns of students have been met. In such situations, there shall be no reduction of the employee’s pay or deduction of leave benefits.

Section 5 - Employee Work Year

- A. Work Year: The length of each work year for the school years covered by this Agreement shall be in accordance with the state allocated days. Additional days shall be set by the Superintendent for each employee. Each employee involved in such extra work shall be paid the person's per diem rate of contract salary excluding supplemental contract, thereafter. This per diem rate shall be used for all mandatory work beyond the school day/year, unless specified in contract language and/or as agreed upon and posted. Optional professional development work will be paid at the rate of BA+0 per diem
- B. Contract: Each employee shall be given a 180-day base contract. If the state funds additional time, the District and the Association will meet to bargain the use of any additional state-funded time. The use of these days shall consist of activities that will be determined through a committee of building teachers and district and building administrator(s).

C. Days beyond the 180:

Each employee will be given four (4) additional days at per diem pay. These four (4) additional days will be paid in equal installments throughout the 12-month pay cycle. They will consist of:

Before School Begins:

1. District/Building Day (½ day per diem pay) – This ½ day will take place before school begins and consist of meetings and activities provided and directed by the district. Any district-wide training that takes place will include the opportunity for teachers to earn clock hours. This will be scheduled through the calendar process and attendance is mandatory. Any employee who does not attend must take appropriate leave. (Combine day with Room/Assignment Prep (below)).
2. Room/Assignment Preparation (½ day per diem pay) - Certificated staff will receive ½ day to prepare their room or for their assignment prior to the start of the school year. This will be scheduled through the calendar process and attendance is mandatory. Any employee who does not attend must take appropriate leave. (Combine day with District/Building Day (above)).
3. PLC/Work Day (1 day per diem pay) This will take place before school and be certificated staff and principal directed. At least half of the day will consist of time for staff to work within their room for the purpose of preparing curriculum and materials for the school year. At least half of the day will include working professionally with other members of the employee's PLC (grade-level, department, or building). This day will be scheduled through the calendar process and attendance is mandatory. Any employee who does not attend must take appropriate leave.

During the School Year:

1. CCDEI/SEL(1 day per diem pay): To comply with SB 5044, the District will provide staff with one day of professional learning surrounding the topics of cultural competency, diversity, equity, and inclusion (CCDEI/SEL). This training will be completed on the 2nd Monday of October.
2. Collaboration Time (1 day per diem pay) – These 8 hours will be used to promote professional development of the building and district by focusing on collaborative time at the building level. The content and schedule of this time will be determined by the building principal in cooperation with the building leadership team. Advance notice will be given to certificated staff for planning purposes. This time will occur outside the contract day. Attendance is mandatory, but if there is a conflict, the employee must make up the time and learning requirement at a mutually agreed upon time. This time starts before 7:30 and/or after 3:15.
3. Room Preparation: Certified staff may receive up to four (4) hours of the possible 24 hours of Flex Leave for preparing their room or for their assignment prior to the start of the school year. This time must be completed/worked outside of scheduled workdays.

This is not a scheduled time, and when this work is done is at the discretion of the employee. The time must be documented on the Flex Leave Form (Appendix I).

4. Safe Schools: Employees are required to complete the Safe Schools training, which will be provided to them in an online format by the district. Employees will earn four (4) of the possible 24 hours of Flex Leave upon completion. This training must be completed outside of the scheduled workdays and by October 1. Clock hours will be provided by the district. The time must be documented on the Flex Leave Form (Appendix I).
5. Professional Development Hours (Additional Duty Rate pay) – Up to 10 hours of professional development pay will be provided to each employee by the District. Participation is optional, and hours will be paid at the Additional Duty Rate. Hours must be pre-approved by the Executive Director of Learning or the building principal and a Supplemental Pay Form must be completed.
6. AP/Cornerstone Compensation: High school teachers of Advanced Placement or Cornerstone classes will receive a \$500 stipend for additional responsibilities.
7. Early Notification Compensation: Certificated employees who notify the District by January 15 of their intent to permanently leave the District for the following school year will receive a \$1,000 stipend. This is a one-time opportunity and staff members will assist with the transition and participate in an exit interview.

Section 6 - Calendar

The following guidelines will govern the school year:

- A. 180-day calendar with students.
- B. The first day of school will depend on the early or late date of Labor Day. If Labor Day falls on or before September 4, the start day will be after Labor Day. If Labor Day falls after September 4, the start day will be before Labor Day.
- C. Winter Break will be scheduled within the Christmas and New Year season and have a minimum of twelve (12) days.
- D. Spring break will be the first full week in April and will last five (5) full school days.
- E. Wednesday before Thanksgiving will be a holiday.
- F. Observance of Columbus Day will be decided by the yearly school calendar by mutual agreement.
- G. President's Day weekend will be scheduled to be a four (4) day weekend unless a calendar conflict occurs.

- H. Conference days will be scheduled as part of the calendar process. Staff will use these days for conferencing or, as time allows, professional learning and as allowed by OSPI and/or SBE.
- I. Last Day of school will be an early-release day for students. Staff will work a full day and use the time after students are dismissed for taking down and checking out of the classroom.
- J. Calendar shall be mutually agreed to by a process of Labor Management by Spring break of each year. By mutual agreement, multiple calendars can be established. When possible, the Association will present options to members for their input prior to agreement.

Section 7 - Individual Contracts

Each employee shall be issued an individual employment contract that shall be a provisional contract or a continuing contract subject to the laws of the state of Washington. All individual employment contracts shall be subject to and consistent with Washington State Statutes and this Agreement. If any individual contract contains language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

The District shall issue contracts to all employees between July 1 and September 15. One (1) copy of the contract will be provided to the employee, which shall be signed and returned to the District. One (1) signed copy of the contract will then be returned to the employee.

Contracts, when issued prior to completion of negotiations, will include a rider specifying that salaries will be adjusted in conformity with the agreements reached between the District and the Association. In the event agreement is not reached, upon final Board action following impasse proceedings, an appropriate amendment incorporating changes approved by the Board will be forwarded to the employee.

One (1) signed copy of the contract will be provided to the employee and shall be signed and returned to the District. A signed copy of the contract will be returned to the employee.

Section 8 - Supplemental Contracts

Supplemental contracts will be offered by the administration to individuals who agree to work on duties beyond those outlined in their individual employment contract. All supplemental contracts will be paid in their entirety during the contract time or the next immediate pay period. If employees feel they should be offered a supplemental contract or if their current supplemental contract needs adjusted, they will discuss this with their building administrator.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions regarding problems arising over the meaning and interpretation of this Agreement. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.

Section 2 - Definitions

- A. Grievant: Shall mean one or more employees who singularly or jointly allege a violation of this Agreement as it concerns their individual or collective interests. The Association shall be the grievant where class grievances are involved.
- B. Class Grievances: Shall mean grievances involving more than one supervisor. Grievances involving the administrator above the building level may be filed by the Association on behalf of the grievant(s) at Step 2.
- C. Grievance: Shall mean a claim by an employee, group of employees, the Association, or the District that there was a violation or unjust application of the terms and conditions of this Agreement.
- D. Days: Shall mean employee workdays, except during the summer vacation when calendar days shall be used.

Section 3 - Time Limits

Grievances must be filed within 30 days of when the grievant knew or should have known of the matter giving rise to the grievance.

Failure of the grievant to comply with the time limits set forth herein shall mean default by failing to conform and no further action shall be taken. Failure of the District to comply with the time limits set forth herein shall mean automatic movement to the next step.

Upon mutual agreement by the Association and District, any time limits set forth in Article VIII may be adjusted.

Section 4 - Contents of Grievance Filing

During each step where a grievance is reduced to writing, the written statement shall clearly specify:

- A. The specific section(s) of the Agreement allegedly violated.
- B. How and when the alleged violation occurred.
- C. The name of the grievant(s) and the specific proposed remedy being sought for the resolution of the grievance.
- D. The results of the previous step(s), if appropriate, and why the results were unsatisfactory.

Section 5 - Grievance Process

Grievances shall be processed in the following manner:

- A. STEP 1: Grievant(s) shall discuss the grievance first with the principal. Every effort shall be made to resolve the grievance at this level in an informal manner. In the event the grievant(s) is not satisfied with the resolution resulting from the informal discussion it shall be reduced to writing and within six (6) days presented to the building principal who in turn, within six (6) days, shall provide the grievant(s) with a written disposition of the grievance.
- B. STEP 2: In the event that the grievant(s) is not satisfied with the disposition of his/her grievance at Step 1, he/she will, within six (6) days, refer the matter to the Superintendent. The grievant(s) shall provide the Superintendent a copy of a written statement of the grievance and the written disposition of the grievance which occurred at Step 1. The Superintendent shall, within six (6) days of the request, meet with the individual in an effort to arrive at an equitable solution. If the grievance is not resolved at this Step, the Superintendent shall provide the grievant(s) with a written disposition of the grievance within six (6) days after this meeting.
- C. STEP 3 - Binding Arbitration:
 - 1. If the grievant(s) is not satisfied with the disposition of his/her grievance at Step 2, he/she may within six (6) days request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may by written notice to the Superintendent, within six (6) days after receipt of the request from the aggrieved, submit the grievance to binding arbitration. If any

question(s) arises as to arbitrability, such question(s) will first be ruled upon by the arbitrator selected to hear the dispute.

2. Within twenty (20) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment from such arbitrator to serve within the twenty (20) day period, a request for a list of arbitrators may be made to the American Arbitration Association (AAA) by either party. The parties will be bound by the expedited rules and procedures of the American Arbitration Association, except as modified by this Agreement.
3. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of the Step 2 proceedings.
4. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, or any matter dealing with the discharge or nonrenewal. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
5. The cost 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.

Section 6 - Individual Rights

Nothing herein contained shall be construed as limiting the right of any employee having a complaint to discuss the matter by way of administrative channels.

No reprisals of any kind will be taken by the District or the Association against any grievant for exercising rights that are specifically reserved herein for the grievant's benefit.

A grievant may be accompanied at all stages of the Grievance Procedure by a representative of his/her own choosing. If the representative is not an Association representative, the Association may have a representative in attendance and make its views known.

Section 7 - Management Grievances

Management grievances will be presented directly by the Superintendent to the president of the Association within twenty (20) days of the occurrence or when the grievant should have known of the matter prompting the grievance. The president of the Association shall provide a written answer within six (6) days.

Section 8 - Release Time

Should official hearings of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

Section 9 - Grievance Form

An appropriate grievance form for initiating and processing a grievance shall be added to this Agreement as Appendix A.

ARTICLE IX – TERM OF AGREEMENT

Section 1 - Duration

This Agreement will remain in full force and effect through the period of September 1, 2025 to August 31, 2028.

Section 2 - Successor Agreement

Negotiations for a successor Agreement, to take effect upon expiration of this Agreement, shall commence no later than February 15, unless mutually agreed to commence at a later date. It is understood that each of the parties agrees to submit its initial demands for a successor Agreement within this time limit.

In witness whereof, the parties have hereunto set their hand and seal this 22 day of August, 2025.

For the Association:



For the District:



APPENDIX A-1 - GRIEVANCE FORM

A grievance is a claim by an employee, group of employees, the Association, or the District that there was a violation or unjust application of the terms and conditions of the Agreement. Adverse changes of contract shall not be considered a grievance under this contract.

In accordance with Article VIII, Grievance Procedure, this form shall be utilized in submitting any alleged grievance which has not been resolved in an informal manner at Step 1 and presented to the appropriate administrator(s) at each step.

Grievant's Name _____

Position _____ Building _____

GRIEVANCE _____

Specific Section(s) of the Agreement which have been violated. Please also indicate the relationships between the sections violated and the grievance.

Date grievance occurred _____

Date of informal conference with principal to resolve the problem _____

Proposed solution to the grievance by the grievant _____

Grievant's Signature

Date

APPENDIX A-2 - PRINCIPAL'S DISPOSITION OF THE GRIEVANCE

Date Grievance Received

Principal's analysis of the grievance

Principal's reaction to the proposed solution by the grievant

Principal's disposition of the grievance

Building Principal's Signature

Date

REFERRAL TO SUPERINTENDENT

Because I am not satisfied with the disposition of my grievance by my principal, I am referring it to the Superintendent of Schools.

Grievant's Signature

Date

**APPENDIX A-3 - SUPERINTENDENT'S DISPOSITION OF THE
GRIEVANCE**

Date Grievance Received

Results of the meeting between the grievant and Superintendent

1. Background information and summary of the grievance

2. Superintendent's disposition of the grievance

Superintendent's Signature

Date

Grievant's reaction to Superintendent's solution

Grievant's Signature

Date

If the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent, he/she may within six (6) days after a decision by the Superintendent request in writing that the Association submit his/her grievance to arbitration.

APPENDIX B-1 - TEACHER EVALUATION FORM - PART A

The following seven criteria are to be used with the appropriate indicators. Any criterion checked "unsatisfactory" or "needs improvement" will be accompanied by a written statement of the Administrator. Recommendations for improvement or commendations: See indicator in the appendix for clarification.

Name: _____ School Year _____ Grade/Subject: _____
S = Satisfactory NI = Needs Improvement U = Unsatisfactory

1 INSTRUCTIONAL SKILLS

S NI U The teacher demonstrates competency, knowledge and skill in designing/conducting an instructional experience.

Recommendations for improvement or commendations:

2 CLASSROOM MANAGEMENT

S NI U The teacher demonstrates competency, knowledge, and skill in organizing the physical and human elements in the educational setting.

Recommendations for improvement or commendations:

3 PROFESSIONAL PREPARATION AND SCHOLARSHIP

S NI U The teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

Recommendations for improvement or commendations:

4 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

S NI U The teacher demonstrates an awareness of limitations and strengths, and demonstrates continued professional growth.

Recommendations for improvement or commendations:

5 HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

S NI U The teacher demonstrates ability to manage the non-instructional human elements; dynamics occurring among pupils in the educational setting.

Recommendations for improvement or commendations:

6 INTEREST IN TEACHING PUPILS

S NI U The teacher demonstrates an understanding and commitment to each pupil, taking into account each individual's unique background and characteristics. The teacher demonstrates enthusiasm for or enjoyment in working with pupils.

Recommendations for improvement or commendations:

7 KNOWLEDGE OF SUBJECT MATTER

S NI U The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) to the elementary and/or secondary levels.

Recommendations for improvement or commendations:

If an employee exceeds expectations in a criteria area, supervisor specify here:

If an employee needs improvement in a criteria or indicator, but meets over-all expectations, supervisor specify area needing improvement and recommendation to improve performance here: (optional Action Plan if necessary)

If an employee is unsatisfactory in one or more criteria and does not meet overall expectations, supervisor specific area(s) needing improvement and recommendation to improve performance here: (Action Plan attached)

It is my judgement, based upon adopted criteria, that this employee's performance has been _____ during this evaluation period.
(satisfactory or unsatisfactory)

Administrator's Signature

Date

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents. It does not necessarily mean I agree with the findings.

Employee Signature

Date

**APPENDIX B-1 - INDICATORS FOR COLVILLE SCHOOL DISTRICT
TEACHER EVALUATION FORM - PART B**

1 INSTRUCTIONAL SKILLS

- 1.1 Shows evidence of adequate planning, preparation, and implements of district-approved curriculum.
- 1.2 Focuses student attention on lessons and states objectives.
- 1.3 Skillfully applies a range and variety of teaching strategies that promote student learning.
- 1.4 Monitors progress, assesses student learning, and adjusts instructions to students' needs in a relationship to approved standards.
- 1.5 Evaluates and reports student learning.

Recommendations for improvement or commendations:

2 CLASSROOM MANAGEMENT

- 2.1 Organizes the classroom setting with high academic and behavioral expectations.
- 2.2 Creates/maintains classroom climate conducive to learning.
- 2.3 Organizes individual, small group, and/or large group learning experiences as appropriate to the student(s), subject matter, and outcomes desired.
- 2.4 Provides written plans for a substitute teacher.
- 2.5 Communicates effectively with parents.

Recommendations for improvement or commendations:

3 PROFESSIONAL PREPARATION AND SCHOLARSHIP

- 3.1 Demonstrates practical and theoretical knowledge of teaching.
- 3.2 Demonstrates evidence of continued learning related to academic discipline and/or teaching.
- 3.3 Exhibits a commitment to and participation in in-services and career development activities sponsored by the district and related professional organizations.

Recommendations for improvement or commendations:

4 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- 4.1 Follow-through and positive response to recommendations included in periodic and annual personnel evaluations.
- 4.2 Demonstrates the ability to self-assess/evaluate and identify strengths, needs, limitations.
- 4.3 Continuing education and training initiated and selected by the individual.

Recommendations for improvement or commendations:

APPENDIX B-2 - ESA THERAPIST EVALUATION FORM - PART A

COLVILLE SCHOOL DISTRICT #115

The following seven criteria are to be used with the appropriate indicators. Any criterion checked "unsatisfactory" will be accompanied by a written statement of the Administrator. Signatures acknowledge discussion of the evaluation. Therapist may attach a statement if desired.

Name _____ School Year _____ Grade or Subject(s) _____

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

1 SPECIALIZED SKILLS

S NI U The employee has knowledge and skill necessary to select, administer, score, and interpret instruments and techniques.

Recommendations for improvement or commendations:

2 ASSESSMENT AND PRESCRIPTION

S NI U The employee has the knowledge, and skill to make educational prescriptions, including specification of remedial environmental changes, both curricular and behavioral, for a particular student.

Recommendations for improvement or commendations:

3 PROFESSIONAL PREPARATION OF SPECIALIZED FIELD

S NI U The employee demonstrates a knowledge of educational theory and specialized field/techniques.

Recommendations for improvement or commendations:

4 SPECIAL ENVIRONMENT

S NI U The employee has the knowledge and skill to function on clinical evaluation teams in evaluating and placing students; and confer with and make recommendation to parents, specialists, teachers, referral personnel, and others relative to student's characteristics and needs in the educational home environments.

Recommendations for improvement or commendations:

5 EDUCATIONAL LEADERSHIP

S NI U The employee promotes professional growth by demonstrating interest in work assignment and developing positive collegial relationships.

Recommendations for improvement or commendations:

6 STUDENT/PARENT/COMMUNITY INVOLVEMENT

S NI U The employee has the knowledge and skill necessary to provide individual and group counseling through consultative services to students and parents; and conduct interviews essential to information collecting from parents, teachers, and other professionals.

Recommendations for improvement or commendations:

7 PROFESSIONAL PREPAREDNESS OF SPECIALIZED FIELD

S NI U The employee has knowledge of professional standards regarding ethical and legal practices relevant to the practice of the employees professional area, and demonstrates knowledge and skill in written and oral reporting of assessment and remedial recommendations which will meet ethical and legal standards.

Recommendations for improvement or commendations:

If an employee exceeds expectations in a criteria area, supervisor specify here:

If an employee needs improvement in a criteria or indicator, but meets overall expectations, supervisor specify area needing improvement and recommendation to improve performance here: (optional Action Plan if necessary)

If an employee is unsatisfactory in one or more criteria and does not meet overall expectations, supervisor specify area(s) needing improvement and recommendation to improve performance here: (Action Plan attached)

It is my judgment, based upon adopted criteria, that this employee's performance has been

_____ during this evaluation period.
(satisfactory or unsatisfactory)

Administrator's Signature

Date

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.

It does not necessarily mean I agree with the findings.

Employee's Signature

Date

APPENDIX B-3 - LIBRARIAN EVALUATION FORM - PART A

COLVILLE SCHOOL DISTRICT #115

The following four criteria are to be used with the appropriate indicators. Any criterion checked “unsatisfactory” will be accompanied by a written statement of the Administrator. Signatures acknowledge discussion of the evaluation. Librarian may attach a statement if desired.

Name _____ School Year _____ Grade or Subject(s) _____

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

1 **SPECIALIZED SKILLS**

S NI U The employee demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment.

Recommendations for improvement or commendations:

2 **PROFESSIONAL PREPARATION OF SPECIALIZED FIELD**

S NI U The employee demonstrates a knowledge of educational theory and specialized field/techniques.

Recommendations for improvement or commendations:

3 **SPECIAL ENVIRONMENT**

S NI U The employee demonstrates competency (knowledge and skill) in organizing and managing the technical and human elements to promote a positive learning environment.

Recommendations for improvement or commendations:

4 **PARENT/COMMUNITY INVOLVEMENT**

S NI U The employee fosters communication with parents and community.

Recommendations for improvement or commendations:

If an employee exceeds expectations in a criteria area, supervisor specify here:

If an employee needs improvement in a criteria or indicator, but meets overall expectations, supervisor specify area needing improvement and recommendation to improve performance here: (optional Action Plan if necessary)

If an employee is unsatisfactory in one or more criteria and does not meet overall expectations, supervisor specify area(s) needing improvement and recommendation to improve performance here: (Action Plan attached)

It is my judgment, based upon adopted criteria, that this employee's performance has been _____ during this evaluation period.
(satisfactory or unsatisfactory)

Administrator's Signature Date

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.
It does not necessarily mean I agree with the findings.

Employee's Signature Date

APPENDIX B-4 - COUNSELOR EVALUATION FORM - PART A

COLVILLE SCHOOL DISTRICT #115

The following six criteria are to be used with the appropriate indicators. Any criterion checked "unsatisfactory" will be accompanied by a written statement of the Administrator. Signatures acknowledge discussion of the evaluation. Librarian may attach a statement if desired.

Name _____ School Year _____ Grade or Subject(s) _____

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

1 SPECIALIZED SKILLS

S NI U The employee demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment and organization.

Recommendations for improvement or commendations:

2 ASSESSMENT MANAGEMENT

S NI U The employee demonstrates a knowledge of specialized field/techniques in assessment.

Recommendations for improvement or commendations:

3 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

S NI U The employee promotes professional growth by demonstrating interest in work assignment and developing positive collegial relationships.

Recommendations for improvement or commendations:

4 HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

S NI U The employee fosters communication with students, parents, and community.

Recommendations for improvement or commendations:

5 INTEREST IN TEACHING PUPILS

S NI U The employee demonstrates competency (knowledge and skill) in organizing and managing the technical and human elements to promote a positive learning environment.

Recommendations for improvement or commendations:

6 RECORD KEEPING/CONFIDENTIALITY/REPORTING

S NI U The employee adheres to all federal, state, and local policies in record handling.

Recommendations for improvement or commendations:

If an employee exceeds expectations in a criteria area, supervisor specify here:

If an employee needs improvement in a criteria or indicator, but meets overall expectations, supervisor specify area needing improvement and recommendation to improve performance here: (optional Action Plan if necessary)

If an employee is unsatisfactory in one or more criteria and does not meet overall expectations, supervisor specify area(s) needing improvement and recommendation to improve performance here: (Action Plan attached)

It is my judgment, based upon adopted criteria, that this employee's performance has been _____ during this evaluation period.
(satisfactory or unsatisfactory)

Administrator's Signature

Date

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.
It does not necessarily mean I agree with the findings.

Employee's Signature

Date

**APPENDIX B-4 - INDICATORS FOR COLVILLE SCHOOL DISTRICT
COUNSELOR EVALUATION FORM - PART B**

1 SPECIALIZED SKILLS

SPECIALIZ
ED SKILLS

- _____ 1. Counselor communicates effectively with staff, students, and parents.
- 1
- _____ 1. Consults with staff/parents to improve services.
- 2
- _____ 1. Interprets needs of students to parents, staff, and community.
- 3
- _____ 1. Facilitates problem solving strategies.
- 4
- _____ 1. Synthesized/integrates testing/non-testing job.
- 5
- _____ 1. Uses community services to benefit students.
- 6
- _____ 1. Contributes/cooperates with administration, special services, and other district
- 7 professionals.
- _____ 1. Counselor demonstrates a depth and breadth of knowledge of theory and content in
- 8 his/her subject matter field and in relation to other fields.

Recommendations for improvement or commendations:

2 ASSESSMENT MANAGEMENT

SPECIALIZ
ED SKILLS

- _____ 2. Selects/recommends equipment and tools appropriate to student need.
- 1
- _____ 2. Demonstrates the understanding/limitations of test procedures.
- 2
- _____ 2. Organizes, circulates, maintains and evaluates appropriate material and information.
- 3

Recommendations for improvement or commendations:

3 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

SPECIALIZ
ED SKILLS

- _____ 3. Continued efforts to improve services.
- 1
- _____ 3. Accepts and incorporates criticism and praise to develop professionally.
- 2
- _____ 3. Shares school responsibilities as appropriate for the time spent in building.
- 3
- _____ 3. Acts as resource and referral to other district personnel and outside agencies.
- 4

Recommendations for improvement or commendations:

4 HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

SPECIALIZ
ED SKILLS

- _____ 4. Counselor demonstrates the ability to handle discipline.
- 1
- _____ 4. Counselor follows district policies concerning discipline and attendant problems.
- 2
- _____ 4. Counselor demonstrates the ability to find the cause for discipline.
- 3

Recommendations for improvement or commendations:

5 INTEREST IN TEACHING PUPILS

SPECIALIZ
ED SKILLS

- _____ 5. Counselor demonstrates an understanding of and commitment to students, taking
- 1 into account student individuality and uniqueness.
- _____ 5. Counselor demonstrates enthusiasm for or enjoyment in working with pupils.
- 2
- _____ 5. Establishes clear expectations for students and other personnel within framework of
- 3 responsibility.
- _____ 5. Demonstrates skill in human relations.
- 4

Recommendations for improvement or commendations:

6 RECORD KEEPING/CONFIDENTIALITY/REPORTING

SPECIALIZ
ED SKILLS

- _____ 6. Records contacts of ongoing nature, secure files.
- 1
- _____ 6. Protects confidential information/maintain confidentiality.
- 2
- _____ 6. Awareness of laws relating to confidentiality reporting.
- 3

Recommendations for improvement or commendations:

I hereby acknowledge these indicators have been discussed with me and I am aware of its contents. It does not necessarily mean I agree with the findings.

Employee Signature Date

Administrator Signature Date

**APPENDIX B-5 - SCHOOL PSYCHOLOGIST EVALUATION FORM -
PART A**

COLVILLE SCHOOL DISTRICT #115

The following six criteria are to be used with the appropriate indicators. Any criterion checked "unsatisfactory" will be accompanied by a written statement of the Administrator. Signatures acknowledge discussion of the evaluation. Librarian may attach a statement if desired.

Name _____ School Year _____ Grade or Subject(s) _____

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

1 CLINICAL SKILLS, ASSESSMENT, AND DIAGNOSIS

S NI U The candidate has knowledge and skill necessary to select, administer, score, and interpret instruments and techniques.

Recommendations for improvement or commendations:

2 PROGRAM DEVELOPMENT, LEADERSHIP, AND CONFERENCING

S NI U The candidate has the knowledge and skill to make educational prescriptions, including specification of remedial environmental changes, both curricular and behavioral, for a particular student.

Recommendations for improvement or commendations:

3 SPECIAL ENVIRONMENT

S NI U The candidate has the knowledge and skill to function on clinical evaluation teams in evaluating and placing students; and confer with and make recommendation to parents, specialists, teachers, referral personnel, and others relative to student's characteristics and needs in the educational home environments.

Recommendations for improvement or commendations:

4 SPECIALIZED SKILL

S NI U The candidate demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment and organization.

Recommendations for improvement or commendations:

5 INTEREST IN PUPIL COUNSELING

S NI U The candidate has the knowledge and skill necessary to provide individual and group counseling to students and parents; and conduct interviews essential to information collecting from parents, teachers, and other professionals.

Recommendations for improvement or commendations:

6 PROFESSIONAL PREPAREDNESS OF SPECIALIZED FIELD

S NI U The candidate had knowledge of professional standards regarding ethical and legal practices relevant to the practice of school psychology and demonstrates knowledge and skill in written and oral reporting of assessment and remedial recommendations which will meet ethical and legal standards.

Recommendations for improvement or commendations:

7 PROFESSIONAL PREPAREDNESS OF SPECIALIZED FIELD

KNOWLEDGE OF
SUBJECT
MATTER

S NI U The candidate has the knowledge of educational theory and specialized field/techniques.

If an employee exceeds expectations in a criteria area, supervisor specify here:

If an employee needs improvement in a criteria or indicator, but meets overall expectations, supervisor specify area needing improvement and recommendation to improve performance here: (optional Action Plan if necessary)

If an employee is unsatisfactory in one or more criteria and does not meet overall expectations, supervisor specify area(s) needing improvement and recommendation to improve performance here: (Action Plan attached)

It is my judgment, based upon adopted criteria, that this employee's performance has been _____ during this evaluation period.
(satisfactory or unsatisfactory)

Administrator's Signature

Date

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.
It does not necessarily mean I agree with the findings.

Employee's Signature

Date

**APPENDIX B-5 - INDICATORS FOR COLVILLE SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST EVALUATION FORM - PART B**

1 CLINICAL SKILLS, ASSESSMENT, AND DIAGNOSIS SPECIALIZ
ED SKILLS

- _____ 1. Administration, scoring, interpretation of standardized and informal tests.
_____ 1
- _____ 1. Systematic observation skills.
_____ 2
- _____ 1. Oral communication skills of assessment information.
_____ 3
- _____ 1. Written communication skills (e.g., quality of reports).
_____ 4
- _____ 1. Giving clear instructional recommendations.
_____ 5

Recommendations for improvement or commendations:

2 PROGRAM DEVELOPMENT, LEADERSHIP, AND CONFERENCING SPECIALIZ
ED SKILLS

- _____ 2. Communicate respect and sensitivity.
_____ 1
- _____ 2. Involves participants in the process.
_____ 2
- _____ 2. Communicates information clearly and accurately.
_____ 3
- _____ 2. Listens attentively.
_____ 4
- _____ 2. Makes classroom recommendations.
_____ 5
- _____ 2. Accepts constructive criticism and implements suggestions for improvement.
_____ 6
- _____ 2. Acts as resource and referral to other district personnel and outside agencies.
_____ 7

Recommendations for improvement or commendations:

3 SPECIAL ENVIRONMENT SPECIAL
ENVIRONM
ENT

- _____ 3. Utilizes collaborative problem-solving approach.
_____ 1
- _____ 3. Develops specific academic, behavioral plans, and/or therapy plans.
_____ 2
- _____ 3. Follows-up to determine intervention effectiveness.
_____ 3
- _____ 3. Shares school responsibilities as appropriate for the time spent in building
_____ 4
- _____ 3. Makes effective use of specialized materials and equipment.
_____ 5
- _____ 3. Interrelates professional expertise with other specialized personnel.
_____ 6

Recommendations for improvement or commendations:

4 SPECIAL SKILL SPECIAL
ENVIRONM
ENT

- _____ 4. Organizes the work/case load to accomplish tasks in an effective and timely manner.
- 1
- _____ 4. Plans and effectively manages all work activities in accordance with legal requirements and district practices.
- 2
- _____ 4. Establishes clear expectations for students and other personnel within framework of responsibility.
- 3
- _____ 4. Establishes immediate and long-range objectives for major responsibilities.
- 4
- _____ 4. Involves others appropriately in carrying out major responsibilities
- 5

Recommendations for improvement or commendations:

5 INTEREST IN PUPIL COUNSELING

SPECIAL ENVIRONM ENT

- _____ 5. Establishes rapport easily with a wide range of clientele.
- 1
- _____ 5. Knowledge of and application of individual and group counseling skills.
- 2
- _____ 5. Sensitivity to cross cultural and individual differences.
- 3
- _____ 5. Working with students/families in "crisis" or "at risk."
- 4

Recommendations for improvement or commendations:

6 PROFESSIONAL PREPAREDNESS OF SPECIALIZED FIELD

PROFESSIO NAL PREPAREDN ESS OF SPECIALIZE D FIELD

- _____ 6. Adheres to ethical standards.
- 1
- _____ 6. Preparation for conferences, assessment, counseling, etc.
- 2
- _____ 6. Keeps supervisor and others informed of changes in schedule.
- 3
- _____ 6. Cooperation/responsiveness in supervision.
- 4
- _____ 6. Keep records accurately.
- 5
- _____ 6. Acts as a resource to parents and keeps them informed of student progress.
- 6
- _____ 6. Participates effectively in parent conferences/contacts.
- 7
- _____ 6. Promotes positive school-community relationships.
- 8

Recommendations for improvement or commendations:

7 KNOWLEDGE OF SUBJECT MATTER

SPECIAL
ENVIRONM
ENT

- ____ 7. Psychologist demonstrates a depth and breadth of knowledge of theory and
_ 1 content in his/her subject matter field and in relation to other fields.
- ____ 7. Possesses and maintains competence and working knowledge of specialized field.
_ 2
- ____ 7. Pursues continued professional development.
_ 3
- ____ 7. Uses in-service opportunities and input from colleagues.
_ 4

Recommendations for improvement or commendations:

Administrator Signature Date

I hereby acknowledge these indicators have been discussed with me and I am aware of its contents. It does not necessarily mean I agree with the findings.

Employee Signature Date

APPENDIX B-6 - SUMMATIVE EVALUATION RUBRIC

Name _____ School Year _____ Grade or Subject(s) _____

Focused Comprehensive

Continuing Employee Provisional Employee

U=Unsatisfactory B=Basic P=Proficient D=Distinguished N= Not Observed

CE60 Code	INDICATOR	U	B	P	D	N
Criterion 1: Centering instruction on high expectations for student achievement.						
P1	Learning target(s) connected to standards	<input type="checkbox"/>				
P4	Communication of learning target(s)	<input type="checkbox"/>				
P5	Success criteria	<input type="checkbox"/>				
CEC2	Learning routines	<input type="checkbox"/>				
Sub Total Average /4 =						
Criterion 2: Demonstrating effective teaching practices						
SE1	Quality of questioning	<input type="checkbox"/>				
SE4	Opportunity and support for participation and meaning making	<input type="checkbox"/>				
SE5	Student talk	<input type="checkbox"/>				
CP5	Use of scaffolds	<input type="checkbox"/>				
Sub Total Average /4 =						
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs						
SE2	Owenship of learning	<input type="checkbox"/>				
SE3	Capitalizing on students' strengths	<input type="checkbox"/>				
CP4	Differentiated instruction for students	<input type="checkbox"/>				
A4	Teacher use of formative assessment data	<input type="checkbox"/>				
Sub Total Average /4 =						
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum						
P2	Lessons connected to previous and future lessons, broader purpose & transferable skill	<input type="checkbox"/>				
CP1	Alignment of instructional materials and tasks	<input type="checkbox"/>				
CP2	Teacher knowledge of content	<input type="checkbox"/>				
CP3	Discipline-specific teaching approaches	<input type="checkbox"/>				
P3	Design of performance task	<input type="checkbox"/>				
Sub Total Average /5 =						
Criterion 5: Fostering and managing a safe, positive learning environment						
CEC1	Classroom arrangement and resources	<input type="checkbox"/>				
CEC3	Use of learning time	<input type="checkbox"/>				
CEC4	Student status	<input type="checkbox"/>				
CEC5	Norms for learning	<input type="checkbox"/>				
Sub Total Average /4 =						
Criterion 6: Using multiple student data elements to modify instruction and improve student learning						
A1	Student self-assessment	<input type="checkbox"/>				
A2	Student use of formative assessments over time	<input type="checkbox"/>				
A3	Quality of formative assessment methods	<input type="checkbox"/>				
A5	Collection systems for formative assessment data	<input type="checkbox"/>				
Sub Total Average /4 =						

Criterion 7: Communicating and collaborating with parents and the school community						
PCC2	Communication and collaboration with parents and guardians	<input type="checkbox"/>				
PCC3	Communication within the school community about student progress	<input type="checkbox"/>				
Sub Total Average _____ /2 = _____						

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning						
PCC1	Collaboration with peers and administrators to improve student learning	<input type="checkbox"/>				
PCC4	Support of school, district and state curricula, policies and initiatives	<input type="checkbox"/>				
PCC5	Ethics and advocacy	<input type="checkbox"/>				
Sub Total Average _____ /3 = _____						

Evaluator's Signature _____ Date _____

My signature indicates that I have seen this observation. It does not necessarily indicate agreement with the findings.
 Teacher's Signature: _____ Date: _____

Scripting:

I notice:

I wonder:

APPENDIX B-8 - STUDENT GROWTH GOALS EVALUATION

Student Growth Rubric Colville School District #115

Name School Year Grade or Subject(s)

Focused Comprehensive

Continuing Employee Provisional Employee

U=Unsatisfactory (1) B=Basic (2) P=Proficient (3) D=Distinguished (4)

CellID Code	SUBDIMENSION	INDICATOR	U	B	P	D
-------------	--------------	-----------	---	---	---	---

Criterion 3: Student Growth						
SG3.1	Establish Student Growth Goal(s)	Subgroup of Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SG3.2	Achievement of Student Growth Goal(s)	Subgroup of Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OSPI Score Bands for Student Growth Impact Rating: Low (2-4) Average (5-6) High (7-8)						
Total Student Growth Score: <input style="width: 50px;" type="text"/>						

Criterion 6: Student Growth						
SG6.1	Establish Student Growth Goal(s)	Classroom of Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SG6.2	Achievement of Student Growth Goal(s)	Classroom of Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OSPI Score Bands for Student Growth Impact Rating: Low (2-4) Average (5-6) High (7-8)						
Total Student Growth Score: <input style="width: 50px;" type="text"/>						

Criterion 8: Student Growth						
SG8.1	Establish Team Student Growth Goal(s)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OSPI Score Bands for Student Growth Impact Rating: Low (1-2) Average (3) High (4)						
Total Student Growth Score: <input style="width: 50px;" type="text"/>						

<p>The Student Growth Measure Rating is: <input type="checkbox"/> Low <input type="checkbox"/> Average <input type="checkbox"/> High</p> <p>Evaluator Signature _____ Date _____</p> <p>Teacher Signature _____ Date _____</p> <p><small>*This rubric must be attached to the Summative Evaluation Form</small></p>
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APPENDIX C - TEACHER EVALUATION ACTION PLAN

COLVILLE SCHOOL DISTRICT #115

Individual's Name _____

Goal Statement:

Performance Indicators:

Action Plan:

Feedback and Evaluation Process:

Assistance you will need to accomplish this goal:

APPENDIX D - OBSERVATION FORM

NAME	SUBJECT	GRADE LEVEL	DATE	PERIOD	TIME
------	---------	-------------	------	--------	------

NAME	SUBJECT	GRADE LEVEL	DATE	PERIOD	TIME
------	---------	-------------	------	--------	------

Observation Number: 1 2 3 4

I SAW:

I SAW THESE INDICATORS OF EFFECTIVE TEACHING:

I OFFER THESE SUGGESTIONS FOR IMPROVEMENT:

Need to Conference: Yes _____ No _____

Observer's Signature

Teacher's Signature

Please Return to the Observer

OBSERVATION FORM YEAR

Colville School District #115

Name School Year Grade or Subject(s)

Focused Comprehensive

Continuing Employee Provisional Employee

U=Unsatisfactory B=Basic P=Proficient D=Distinguished N= Not Observed

CelSD Code	INDICATOR	U	B	P	D	N
Criterion 1: Centering instruction on high expectations for student achievement.						
P1	Learning target(s) connected to standards	<input type="checkbox"/>				
P4	Communication of learning target(s)	<input type="checkbox"/>				
P5	Success criteria	<input type="checkbox"/>				
CEC2	Learning routines	<input type="checkbox"/>				
Criterion 2: Demonstrating effective teaching practices						
SE1	Quality of questioning	<input type="checkbox"/>				
SE4	Opportunity and support for participation and meaning making	<input type="checkbox"/>				
SE5	Student talk	<input type="checkbox"/>				
CP5	Use of scaffolds	<input type="checkbox"/>				
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs						
SE2	Ownership of learning	<input type="checkbox"/>				
SE3	Capitalizing on students' strengths	<input type="checkbox"/>				
CP4	Differentiated instruction for students	<input type="checkbox"/>				
A4	Teacher use of formative assessments	<input type="checkbox"/>				
Criterion 4: Providing clear and intentional focus on subject matter, content and curriculum						
P2	Lessons connected to previous and future lessons, broader purpose and transferable skill	<input type="checkbox"/>				
CP1	Alignment of instructional materials and tasks	<input type="checkbox"/>				
CP2	Teacher knowledge of content	<input type="checkbox"/>				
CP3	Discipline-specific teacher approaches	<input type="checkbox"/>				
P3	Design of performance task	<input type="checkbox"/>				
Criterion 5: Fostering and managing a safe, positive learning environment						
CEC1	Classroom arrangement and resources	<input type="checkbox"/>				
CEC3	Use of learning time	<input type="checkbox"/>				
CEC4	Student status	<input type="checkbox"/>				
CEC5	Norms for learning	<input type="checkbox"/>				
Criterion 6: Using multiple student data elements to modify instruction and improve student learning						
A1	Student self-assessment	<input type="checkbox"/>				
A2	Student use of formative assessments over time	<input type="checkbox"/>				
A3	Quality of formative assessment methods	<input type="checkbox"/>				
A5	Collection systems for formative assessment data	<input type="checkbox"/>				
Criterion 7: Communicating and collaborating with parents and the school community						
PCC2	Communication and collaboration with parents and guardians	<input type="checkbox"/>				

PCC3	Communication within the school community about student progress	<input type="checkbox"/>				
------	--	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

CeSD Code	INDICATOR	U	B	P	D	N
-----------	-----------	---	---	---	---	---

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning						
PCC1	Collaboration with peers and administrators to improve student learning	<input type="checkbox"/>				
PCC4	Support of school, district and state curricula, policies and initiatives	<input type="checkbox"/>				
PCC5	Ethics and advocacy	<input type="checkbox"/>				

Evaluator's Signature _____ Date _____

My signature indicates that I have seen this observation. It does not necessarily indicate agreement with the findings.

Teacher's Signature: _____ Date _____

Scripting:

I notice:

APPENDIX F - UNUSED SICK LEAVE

Except as provided in RCW 28A.400.212, at the time of separation from school district employment an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury. For purpose of this subsection "eligible employee" means (1) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service under the Teachers' Retirement System Plan III as defined in RCW 41.35.010(31); or (c) employees who separate from employment and who are at least age fifty-five (55) and have at least fifteen (15) years of service under the Teachers' Retirement System Plan II as defined in RCW 41.35.010(30), under the Washington School Employees' Retirement System Plan II as defined in RCW 41.35.010(30), or under the Public Employees' Retirement System Plan II as defined in RCW 41.40.010(34).

APPENDIX G - SALARY ALLOCATION SCHEDULE

2025 – 2026 Salary Schedule

Yrs Exp		BA	BA + 15	BA + 30	BA + 45	BA + 90	MA	MA + 45	MA + 90
0	Base	\$55,254	\$55,640	\$56,030	\$56,870	\$57,723	\$58,589	\$62,105	\$65,831
	Extra Days	\$1,228	\$1,236	\$1,245	\$1,264	\$1,283	\$1,302	\$1,380	\$1,463
	Total Salary	\$56,482	\$56,877	\$57,275	\$58,134	\$59,006	\$59,891	\$63,485	\$67,294
	Mix Factor	1.00000	1.00700	1.01405	1.02926	1.04470	1.06037	1.12399	1.19143
1	Base	\$56,082	\$56,475	\$56,870	\$57,723	\$58,589	\$59,468	\$63,036	\$66,818
	Extra Days	\$1,246	\$1,255	\$1,264	\$1,283	\$1,302	\$1,322	\$1,401	\$1,485
	Total Salary	\$57,329	\$57,730	\$58,134	\$59,006	\$59,891	\$60,790	\$64,437	\$68,303
	Mix Factor	1.01500	1.02211	1.02926	1.04470	1.06037	1.07627	1.14085	1.20930
2	Base	\$56,924	\$57,322	\$57,723	\$58,589	\$59,468	\$60,360	\$63,982	\$67,821
	Extra Days	\$1,265	\$1,274	\$1,283	\$1,302	\$1,322	\$1,341	\$1,422	\$1,507
	Total Salary	\$58,189	\$58,596	\$59,006	\$59,891	\$60,790	\$61,701	\$65,404	\$69,328
	Mix Factor	1.03023	1.03744	1.04470	1.06037	1.07627	1.09242	1.15796	1.22744
3	Base	\$57,778	\$58,182	\$58,589	\$59,468	\$60,360	\$61,266	\$64,941	\$68,838
	Extra Days	\$1,284	\$1,293	\$1,302	\$1,322	\$1,341	\$1,361	\$1,443	\$1,530
	Total Salary	\$59,061	\$59,475	\$59,891	\$60,790	\$61,701	\$62,627	\$66,385	\$70,368
	Mix Factor	1.04568	1.05300	1.06037	1.07627	1.09242	1.10881	1.17533	1.24585
4	Base	\$58,644	\$59,055	\$59,468	\$60,360	\$61,266	\$62,185	\$65,916	\$69,871
	Extra Days	\$1,303	\$1,312	\$1,322	\$1,341	\$1,361	\$1,382	\$1,465	\$1,553
	Total Salary	\$59,947	\$60,367	\$60,790	\$61,701	\$62,627	\$63,566	\$67,380	\$71,423
	Mix Factor	1.06136	1.06879	1.07627	1.09242	1.10881	1.12544	1.19296	1.26454
5	Base	\$60,110	\$60,531	\$60,955	\$61,869	\$62,797	\$63,739	\$67,563	\$71,617
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,375	\$1,395	\$1,416	\$1,501	\$1,591
	Total Salary	\$61,446	\$61,876	\$62,309	\$63,244	\$64,193	\$65,156	\$69,065	\$73,209
	Mix Factor	1.08790	1.09551	1.10318	1.11973	1.13653	1.15357	1.22279	1.29615
6	Base	\$60,110	\$60,531	\$60,955	\$63,416	\$64,367	\$65,333	\$69,253	\$73,408
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,409	\$1,430	\$1,452	\$1,539	\$1,631
	Total Salary	\$61,446	\$61,876	\$62,309	\$64,825	\$65,797	\$66,784	\$70,792	\$75,039
	Mix Factor	1.08790	1.09551	1.10318	1.14772	1.16494	1.18241	1.25336	1.32856
7	Base	\$60,110	\$60,531	\$60,955	\$65,001	\$65,976	\$66,966	\$70,984	\$75,243
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,444	\$1,466	\$1,488	\$1,577	\$1,672
	Total Salary	\$61,446	\$61,876	\$62,309	\$66,446	\$67,442	\$68,454	\$72,561	\$76,915
	Mix Factor	1.08790	1.09551	1.10318	1.17642	1.19406	1.21197	1.28469	1.36177
8	Base	\$60,110	\$60,531	\$60,955	\$66,626	\$67,626	\$68,640	\$72,758	\$77,124
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,481	\$1,503	\$1,525	\$1,617	\$1,714
	Total Salary	\$61,446	\$61,876	\$62,309	\$68,107	\$69,128	\$70,165	\$74,375	\$78,838
	Mix Factor	1.08790	1.09551	1.10318	1.20583	1.22391	1.24227	1.31681	1.39582
9	Base	\$60,110	\$60,531	\$60,955	\$68,292	\$69,316	\$70,356	\$74,577	\$79,052
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,518	\$1,540	\$1,563	\$1,657	\$1,757
	Total Salary	\$61,446	\$61,876	\$62,309	\$69,810	\$70,857	\$71,920	\$76,235	\$80,809
	Mix Factor	1.08790	1.09551	1.10318	1.23597	1.25451	1.27333	1.34973	1.43071
10	Base	\$60,110	\$60,531	\$60,955	\$70,682	\$71,742	\$72,819	\$77,188	\$81,819
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,571	\$1,594	\$1,618	\$1,715	\$1,818
	Total Salary	\$61,446	\$61,876	\$62,309	\$72,253	\$73,337	\$74,437	\$78,903	\$83,637
	Mix Factor	1.08790	1.09551	1.10318	1.27923	1.29842	1.31790	1.39697	1.48079
11	Base	\$60,110	\$60,531	\$60,955	\$70,682	\$74,253	\$75,367	\$79,889	\$84,683
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,571	\$1,650	\$1,675	\$1,775	\$1,882
	Total Salary	\$61,446	\$61,876	\$62,309	\$72,253	\$75,903	\$77,042	\$81,665	\$86,564
	Mix Factor	1.08790	1.09551	1.10318	1.27923	1.34386	1.36402	1.44586	1.53261
12	Base	\$60,110	\$60,531	\$60,955	\$70,682	\$76,852	\$78,005	\$82,685	\$87,646
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,571	\$1,708	\$1,733	\$1,837	\$1,948
	Total Salary	\$61,446	\$61,876	\$62,309	\$72,253	\$78,560	\$79,738	\$84,523	\$89,594
	Mix Factor	1.08790	1.09551	1.10318	1.27923	1.39090	1.41176	1.49647	1.58626
13	Base	\$60,110	\$60,531	\$60,955	\$70,682	\$79,542	\$80,735	\$85,579	\$90,714
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,571	\$1,768	\$1,794	\$1,902	\$2,016
	Total Salary	\$61,446	\$61,876	\$62,309	\$72,253	\$81,310	\$82,529	\$87,481	\$92,730
	Mix Factor	1.08790	1.09551	1.10318	1.27923	1.43958	1.46117	1.54884	1.64178
14	Base	\$60,110	\$60,531	\$60,955	\$70,682	\$82,326	\$83,561	\$88,575	\$93,889
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,571	\$1,829	\$1,857	\$1,968	\$2,086
	Total Salary	\$61,446	\$61,876	\$62,309	\$72,253	\$84,156	\$85,418	\$90,543	\$95,975
	Mix Factor	1.08790	1.09551	1.10318	1.27923	1.48997	1.51232	1.60305	1.69924
15	Base	\$60,110	\$60,531	\$60,955	\$70,682	\$86,278	\$87,572	\$92,826	\$98,396
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,571	\$1,917	\$1,946	\$2,063	\$2,187
	Total Salary	\$61,446	\$61,876	\$62,309	\$72,253	\$88,195	\$89,518	\$94,889	\$100,582
	Mix Factor	1.08790	1.09551	1.10318	1.27923	1.56148	1.58491	1.68000	1.78080
16+	Base	\$60,110	\$60,531	\$60,955	\$70,682	\$90,419	\$91,775	\$97,282	\$103,119
	Extra Days	\$1,336	\$1,345	\$1,355	\$1,571	\$2,009	\$2,039	\$2,162	\$2,292
	Total Salary	\$61,446	\$61,876	\$62,309	\$72,253	\$92,428	\$93,815	\$99,444	\$105,410
	Mix Factor	1.08790	1.09551	1.10318	1.27923	1.63644	1.66098	1.76064	1.86628

APPENDIX H - GRADE CHANGE FORM

Grade Change Authorization Form Colville School District

Student Name: _____

Student ID Number: _____ Student Grade Level: _____
School Name: _____ Date of Request: _____

Course and Grade Information

Teacher: _____

Course Name _____ School Year: _____
Grading Period: 1st 2nd 3rd 4th _____ Quarter _____ Semester
Original Grade: _____ Revised Grade: _____

Specify reason(s) for grade change:

- _____ Miscalculation of test or assignment scores
- _____ A technical error in assigning a particular grade or score
- _____ The evaluation of an extra assignment which impacts a grade
- _____ Use of an inappropriate grading/evaluation system
- _____ Failure to meet grade posting deadline causing incorrect grade reporting
- _____ Other, Specify reason: _____

Teacher Review

Teacher has reviewed the grade change request: _____ Yes _____ No
If no, explain reason(s): _____

If yes, teacher: _____ agrees _____ disagrees with the change
If teacher disagrees, explain reason(s): _____

Teacher Name: _____

Teacher Signature: _____

Date: _____

Principal Determination

_____ Agree _____ Disagree
If deny, explain reason: _____

Principal Name: _____

Principal Signature: _____

Date: _____

***Keep original in student cumulative folder

APPENDIX J - EXTENDED DAYS VERIFICATION FORM

COLVILLE SCHOOL DISTRICT #115

Employee:		# of Contracted Extended Days:	
Position:		Converted to Hours:	

DATE	HOURS	WORK COMPLETED/DESCRIPTION	RUNNING TOTAL
		TOTAL FOR PAGE:	

I hereby declare under penalty of perjury that this is a true and correct claim.

_____ **Employee Signature / Date**

_____ **Supervisor Signature / Date**

SEARCHING THE DOCUMENT

1. Go to the Colville School District website (www.colsd.org).
2. Click “Business Office” link in the menu.
3. Scroll down to “Collective Bargaining Agreements” in the menu and expand it.
4. Click on the most recent “CEA Certificated Teachers” document in the menu. This will pull up a PDF copy of the document that you can view online or download.
5. Once you are in the PDF document, click **Ctrl+F**. This will open a “find” box.
6. Type in the term you need. You can navigate through the different search results using the buttons in the “find” search bar.