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September 1, 2018 to August 31, 2021 Teacher Contract  
North River Consolidated School District #200  
Duration of Contract: Three Years

PREAMBLE

This agreement is entered into this \_\_\_\_\_, 2018, by and between the North River Education Association, hereinafter called the "Association," and the North River Consolidated School District, hereinafter called the "Employer," acting by and through its Board of Directors, hereinafter called the "Board."

WITNESSETH

Whereas the Employer and the Association recognize and declare that providing a quality education for the children of the North River School District is their mutual intent, and the Board has a statutory responsibility to provide and education for all the children in the District; and

Whereas we understand that the Employer has a statutory obligation to bargain with the Association as the exclusive representative pursuant to Article I of this agreement regarding hours, wages, and terms and conditions of employment; and

Whereas the parties have reached certain understandings which they desire to confirm;

**IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE I RECOGNITION

The employer hereby recognizes the Association as the sole and exclusive bargaining agent for all certificated employees under contract or on Board approved leave, with the exception of the school administration.

The term "Employee," when used hereinafter shall mean any certificated employee represented by the Association.

ARTICLE II DUES, DEDUCTIONS, NEW EMPLOYEES

Section 1

The employer shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for insurance plans, WEA-PAC, NEA-PAC, tax sheltered annuities, credit union, savings bonds, charitable donations, or any other plan or program jointly approved by the Association and the Employer.

## Section 2

The dues deduction and authorization forms shall be renewed every year.

## Section 3

All employees shall be provided the opportunity to join the Association. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative. The Association shall be notified about the hiring of new employees by the District within (15) days of the employee's start date within the bargaining unit. The District must provide reasonable access to the employees of the bargaining unit either during the new employee orientation or another time mutually agreed to by the District and the Association. Reasonable access means that the access occurs within 90 days of employee's start date and the access is for no less than 60 minutes. The access must occur during the employee's regular work hours at the employee's regular worksite, unless another time and place is mutually agreed to by the District and the Association

## Section 4

The Association agrees to indemnify and hold the Board harmless from all claims against, for, or on account of any deductions made from the wages of an employee pursuant to this section of the agreement.

## ARTICLE III ASSOCIATION RIGHTS

### Section 1

The Employer shall make available to the Association, within three working days after the President's request to the Superintendent, public information needed in the representation of members of the bargaining unit. Personal information required by the Association shall be made available as permitted under state and federal laws and regulations; provided that a signed request is submitted by the employee involved designating the information to be released.

### Section 2

In the event that the Public Employment Relations Commission, State Auditor, Attorney General, or court of competent jurisdiction rules the terms of this article to be contrary to law or regulation, the said article shall thereupon be determined null and void, and all necessary adjustments shall be made by the Employer and the Association to conform to the law as determined by the Public Employment Relations Commission, State Auditor, Attorney General or court of competent jurisdiction.

### Section 3

The Association expressly agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this article.

## ARTICLE IV EMPLOYEE RIGHTS

### Section 1

The Employer and the Association will act in full compliance with federal and state laws and regulations regarding non-discrimination.

### Section 2

No employee shall be disciplined, warned, reprimanded, suspended, discharged, non-renewed, terminated, or otherwise adversely affected in any way without just and sufficient cause. Any charges made shall be delivered in writing to the affected employee. An employee shall have the right to have a representative of his/her own choosing present in any formal hearing as provided in the grievance procedure.

### Section 3

Personnel Files: Employees shall, upon request and in the presence of the district administrator or his designee, have the right to inspect all contents of his/her personnel file kept within the district.

Employees shall be given a copy of any material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments within 10 days of the receipt of the material. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.

Upon request by the employee or the employer, the other party shall sign an inventory sheet to verify contents of the personnel file at the time of the inspection. The employee may petition the employer to remove any derogatory material more than 3 years old from the date of entry into the personnel file, unless there has been a recurrence of that behavior within the 3 year period.

### Section 4

First and second year employees are provisional employees, subject to pertinent state laws.

### Section 5 Positive Work Environment

The District and the Association are firmly committed to having a positive educational and work environment that encourages respect, dignity and equity for all.

## ARTICLE V INSTRUCTION AS IT RELATES TO EMPLOYEE RIGHTS

### Section 1

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

1. All visitors to the classroom or teaching station shall obtain the approval of the administration, and the time of visitation will be arranged after the administrator has conferred with the teacher.
2. The employee shall be afforded the opportunity to confer with the visitor before/and/or after the visitation. If an opportunity to meet with the visitor is unavailable, the employee may confer with the administrator instead.

## Section 2

Planning time equal to one high school class period per day will be granted for all teachers, except in case of emergencies, conflict with scheduled events, or if needed, to substitute.

## Section 3

Employees shall not be assigned unreasonably by the employer to substitute for another employee during his / her prep period or lunch. When such assignment is made, the employee shall be compensated at the per-diem rate, pro-rated, based on the normal length of workday or with comp time. Pay or Comp time will only be granted when the employee subs during his/her planning time.

Lunch breaks will be provided in accordance with Washington State Law (WAC 296-126- 092).

## Section 4 Academic Freedom

Education shall be fostered and promoted in an atmosphere in which academic freedom for staff is encouraged. Teachers are entitled to academic freedom subject to accepted standards of professional responsibility. These responsibilities include: a concern for the rights, welfare, growth, and development of children; objective scholarship; and recognition of the maturity level of students.

## Section 5 Controversial Issues

The district shall offer courses of study, which will afford learning experiences appropriate to the level of student understanding. The instructional program shall respect the right of students to face issues, to have free access to information, to study under teachers in situations free from prejudice and to form, hold, and express their own opinions without discrimination.

Teachers shall guide discussions and procedures with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of fact, the value of judgment and the virtue of respect for conflicting opinions.

## Section 6 Involuntary Transfer

The Administration will follow these procedures when transfers are made in the District:

1. No less than fifteen (15) workdays prior to any transfer, voluntary or involuntary, the Administration will meet with the certificated employee to discuss the transfer and the reason(s) for the transfer. In the event a bona fide emergency exists as determined by the school board, said transfer shall be expedited consistent with all other provisions of this Article.
2. No certificated employee will be involuntarily transfer/reassignment to a position for which he/she is not qualified or certificated. For the purpose of this article, the word "qualified" shall be defined as having an academic major, minor, prior successful teaching or professional experience in that grade level, subject or area of responsibility, or as determined by the District, has sufficient other qualifications for the position.
3. Notice of involuntary transfer or reassignment shall be given to a certificated employee and except in cases of unforeseen circumstances, no less than ten (10) workdays prior to

its implementation except as otherwise provided for in this Article. In no event shall such notice be provided later than the end of the school year.

- a. No transfer shall be made during the school year without giving the employee at least ten (10) working days' notice.
  - b. In the event an employee is transferred/reassigned during the school year, the employee shall be given five (5) working days free of other duties to prepare new coursework/curriculum. For transfers occurring the between June and the end of August, to be implemented in the successor school year, the transferred/reassigned employee shall receive an additional five (5) days at per diem rate of pay in order to prepare new coursework/curriculum.
4. Involuntary transfer/reassignment will not occur if a qualified employee is available and interested in the transfer.

#### Section 7 Committees

Teachers will be given the opportunity to serve on voluntary committees. The administration will be a collaborator on all committees. These committees will be collaboratively created and decided by the administration and the association. Clock hours for time spent working on committees may be offered if available according to proper WACs.

### ARTICLE VI NO STRIKE CLAUSE

The Association agrees that during the term of the Agreement, it will not cause or encourage its members to engage in any strike or other work stoppage. The District agrees it will not lockout its employees. The only exception would be a State-wide Teacher's Strike against the Legislative policies in regard to Education for the State of Washington.

### ARTICLE VII SALARY, FRINGES, CONTRACT

#### Section 1

The annual school year calendar shall reflect the following dates: First day of school, first day teachers report to school, first day of classes, holidays; including winter and spring break, and the last day of school. Each spring the Association will develop a calendar collaboratively with the administration for ratification by the School Board.

#### Section 2

This contract shall be in effect for the 2018/19 through the 2020/21 school years. Annual employment contracts shall be for the number of days paid by the State and any amount of per diem days for which the state provides funding. Any additional, per diem day/s will be at the discretion of the superintendent.

The Association and Board each have the option of ten (10) openers over the duration of the contract. Openers must directly affect the teacher contract/working conditions.

#### Section 3

Teachers are required to attend an open house, parent-teacher conferences, and to attend functions in which they are directly involved.

#### Section 4

Teachers are required to arrive thirty minutes before and to remain for thirty minutes after the instructional day.

#### Section 5 Salary Schedule

Salary and fringe benefits shall be paid in accordance with the Negotiated Base Compensation Schedule (Exhibit A), paid monthly in twelve equal payments, in accordance with their years of public school experience and education. Part time employees will receive a proportional amount to the extent of their employment. Insurance benefits will be paid from a pool of State funds received for that purpose. HCA carve out will be paid separately from the insurance pool by the district, at a rate of 100%.

Individual teacher salaries will be based on education and experience. Verification in writing (grade card/personal note from the professor/or transcript) will be submitted by October 1st.

#### Section 6 Individual Employment Contract

The Employer shall provide the Employee a copy of the individual employment contract.

#### Section 7 Benefits

Full and half time certificated employees are entitled to medical, dental, and vision benefits, if they so elect.

#### Section 8 School Employees Benefit Board (SEBB) Program:

The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

The District will provide benefits to employees through SEBB, to include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

#### **Eligibility:**

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

All compensated hours in any position within the District shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) will be deemed eligible for benefits.

**Benefit Enrollment and Continuity of Coverage:**

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

**Leaves:**

Paid leave hours shall count towards eligibility for benefits under this section. Employees on unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).

**Benefit Termination:**

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31 separation date. Absent a waiver, the separation date will be August 31.

**Substitutes:**

The District will not sever the employee/employer relationship with substitute employees in order to avoid initial or ongoing benefit eligibility.

**Legislative Changes and Reopeners:**

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes.

Section 9 Length of Contract

The length of the regular certificated employee contract will be comprised of the following components:

1. One hundred eighty (180) designated school days
2. Four professional development days: two (2) days prior to the opening of the school, one (1) day after the end of the school year, and one (1) prior, during, or after the school year that shall be collaboratively decided between the District and the Association.

ARTICLE VIII LEAVES

LEAVE APPROVAL REQUIREMENT

All leaves shall be taken in accordance with district procedure.

A. SICK LEAVE

The district shall grant each full-time, certificated, employee twelve (12) sick leave days annually. The district may require a signed statement from a physician for absences in excess of five consecutive days.

In January of the year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, any eligible staff member may exercise

- Option 1: to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one day's monetary compensation for each four full days of accrued sick leave in excess of 60 days, or

- Option 2: to add that year's sick leave to the staff member's accumulated sick leave. Cashed out sick leave shall be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation.

A staff member who retires may cash-out all accrued injury or illness leave at the above rate.

At no time may a staff member's accumulated sick leave be reduced below 60 days once that amount is accumulated to allow the staff member to take advantage of this option.

#### Section 1 FAMILY ILLNESS

The district shall allow each full-time staff member compensated leave for illness of family members.

#### Section 2 BEREAVEMENT

The district shall allow each full-time employee up to 5 days annually of bereavement leave for the death of family. Family is defined as: an employee's child, spouse, domestic partner, parent, step-parent, grandparent, grandchild, sibling, parent-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, or uncle. If the employee needs to travel out of state, the total shall be 7 days. Requests for additional days leave with pay may be made to the superintendent for approval.

Bereavement leave shall not be taken from sick leave or personal leave. If a member uses more than 5 days, the excess shall be taken out of that member's sick leave. If sick leave is exhausted, leave may be granted without pay.

#### Section 3 MATERNITY LEAVE

The staff member may use accumulated paid sick leave for the period of actual disability attributable to pregnancy. In addition, the district may grant a leave of absence without pay or fringe benefits upon the staff member's request for the period of her actual disability due to pregnancy. The district may grant additional leave of absence without pay or fringe benefits for the balance of the school year in which the baby is born. During such a leave of absence, the staff member may pay the district her share of any insurance benefits program in order to maintain those benefits.

#### Section 4 Family and Medical Leave Act

The District agrees to abide by the Family and Medical Leave Act and its regulations, and the Washington State leave law and its regulations, for all members of the bargaining unit.

#### GENERAL PROVISION AND NOTICE REQUIREMENT

The staff member who becomes pregnant shall notify her immediate supervisor and the Superintendent of her condition by the beginning of the fifth month of pregnancy. At the time of her request the staff member shall indicate in writing to the Superintendent which option she wishes to request:

1. A maternity leave for the period of her actual disability due to pregnancy
2. An extended maternity leave for a period of time longer than her actual disability but less than one year. (The extended portion of this leave shall be subject to the approval by the

Superintendent. The staff member's notification shall include an estimate of dates for beginning and termination of leave)

3. The termination of her employment by resignation.

#### DETERMINATION OF BEGINNING AND ENDING DATES

For a staff member who desires to continue her employment until her actual disability and to return as soon as her disability has ceased:

1. The staff member shall be allowed to work as long as she is capable of performing her normal work functions and the duties of her job and so long as her personal physician or licensed practitioner concurs. The official date of leave shall not begin until the school day following the day she leaves the job.
2. The staff member shall return to her duties when she is physically able to perform her duties. Within 30 days of childbirth the staff member shall notify the Superintendent of the specific date when she shall return to work, and she shall notify the Superintendent no later than 14 days before the intended date of return. If the staff member desires to return to her duties within 60 days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

For a staff member whose leave request is to commence prior to the period of disability and/or extend beyond the disability period:

1. The staff member's request for an extended leave may be granted upon the approval of the administration, and the specific dates of leave shall be determined by the district after consideration of the goals of the educational program and of the district and the desires of the staff member together with the recommendation of her personal physician or licensed practitioner. Extension of a full year's maternity leave to the beginning of the next school year may be available, with the consent of the administration.

#### ASSIGNMENT UPON RETURN

Upon return from an extended maternity leave, a staff member shall be entitled to her original position or a comparable position.

#### Section 5 Paid Family Medical Leave (PFML)

Commencing September 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law (Chapter 50A.04 RCW). Such leave shall be used consecutively with the employee's other paid leave entitlements unless the employee elects otherwise.

Certificated staff may use sick days off concurrently with paid family medical leave. It will be the certificated staff member's responsibility to notify the district of the amount of sick leave they intend on using each week.

#### Section 4 NON-PREGNANCY BIRTH OR ADOPTION OF A CHILD

The district shall grant leave to a full-time male employee in the event of the birth of his child. A full-time staff member may also be granted leave in the event of the adoption of a child.

## B. JURY DUTY AND SUBPOENA LEAVE

The district shall grant leaves to employees for the days they are required to serve on a jury. Any compensation received by an employee for jury duty performed on a contract day is to be reimbursed to the district. The district shall grant a maximum of two days leave for each occurrence to employees subpoenaed as witnesses in court or other legal proceedings; provided that a leave with pay shall not be granted to an employee for a case brought or supported by an employee, or association, or for a case in which the staff member has a direct or indirect interest in the proceedings. (Witness fees to be reimbursed to the district)

## C. DISCRETIONARY LEAVES

### Section 1 LEAVES OF ABSENCE

The District may grant leaves of absence for specific periods of time for up to one (1) year upon application by a staff member, the recommendation of the Superintendent and the approval of the Board. Such leaves shall be without pay or fringe benefits and, with the approval of the Board, may be extended for one additional school year. During the leave the staff member may pay the district's share of any insurance benefits program in order to maintain those benefits. When based upon reasons of health, family need or professional development, such applications warrant special consideration. The needs of students and the district program warrant primary consideration. Leaves of absence shall be granted only when they shall not have an undesirable impact upon the educational program or business operations.

Employees will be assigned on the basis of the instructional needs of the District, the Employee's qualifications, and the expressed preference of the Employee. When it is not possible to meet all conditions, Employees will be assigned 1) in accordance with the needs of the district, 2) where the Employee is most qualified, 3) according to the expressed preference of the employee. The staff member granted a leave of absence shall inform the board by April 1st as to his/her intentions to assume a position in the district for the ensuing school year. If said notification is not received, the individual's employment rights with the district shall be terminated.

Staff on leave of absence shall not earn any salary schedule experience credit, any sick leave credit, or benefits during the leave of absence.

### Section 2 LEAVES TO ATTEND MEETING/CONFERENCES

The district may grant leaves, subject to the recommendation of the Superintendent and approval of the board, to district staff for the purpose of attending meetings or conferences that are likely to be of value to the staff member's professional performance. Meetings and conferences wherein bargaining unit activities are conducted are excluded. Such leave may be granted without pay and without travel expense reimbursement.

### Section 3 LEAVES TO ACCEPT SCHOLARSHIPS

Employees may at any time request leave to accept scholarships of up to one full year, which would not involve the District in any financial obligations.

#### Section 4 SABBATICAL LEAVES

1. No more than once every three years, one (1) employee shall be eligible for sabbatical leave for the purpose of:
  - a. Advanced study to improve teaching competency.
  - b. Other programs approved by the Superintendent and the Board that will improve the quality of the employee's services to the district.
2. Sabbatical leave may be granted in accordance with the following conditions:
  - a. The employee shall have served at least five (5) consecutive years in the district.
  - b. Sabbatical leave may be granted for up to one (1) full year.
  - c. Applications shall be submitted to the Superintendent not later than February 1 of the year prior to that for which the leave is requested. The request shall include a statement of the purpose of the leave and a proposed plan of study, or other program to which the time spent on leave will be devoted.
3. Leaves may be granted on a priority basis in the following order:
  - a. The merit of the proposed plan and its relationship to improved service to the students of the district in terms of improving the employee's professional competency.
  - b. Seniority of service in the district shall be a secondary consideration.
4. Applications approved by the Superintendent shall be submitted to the Board for final approval, which is required for the leave to be granted.
5. Employees granted this leave shall receive a stipend equal to one-half of the amount of base salary as shown on the State LEAP allocation schedule. Receipt of this stipend shall carry the obligation of two (2) years additional employment with the district. In the event that the employee fails to complete the plan as approved, the stipend shall be repaid by the employee, either in lump sum or as payroll deduction over the first year of return to district employment. If the applicant returns for one (1) year only, one-half (1/2) of the stipend shall be repaid under the same terms.

The district will not make contributions toward the applicant's insurance plans during the employee's absence; however, the employee may choose to participate in the district insurance plans (COBRA) at her/his own expense. Re-employment shall be in the same position as previously held.

This period of leave shall not accrue on the district salary schedule as teaching experience.

6. The applicant shall submit a report to the Superintendent giving the substance of the program in which she/he was engaged and indication the value to the district, which she/he believes, grew out of the experience. This report shall be submitted within thirty (30) days of his/her return to work.
7. Requests for sabbatical leave will not be approved during periods of declining revenues or cash reserves in the district.

#### Section 5 DISCRETIONARY/ PERSONAL LEAVE

Each employee shall be granted three (3) working days personal leave per year, accumulative to a maximum of four (4) days. Personal leave earned, which would create an accrual in excess of four days, shall be paid to the employee at the current substitute teacher daily rate. No more than

two days personal leave may be used consecutively by the employee; however, the Superintendent may grant exceptions. At least five (5) days' notice must be given the superintendent before personal leave may be used. In the case of personal leave requests of several employees for the same time period, approved requests will be done on the basis of first request approved.

#### Section 6 ASSOCIATION LEAVE

The president of the Association or his/her designee shall be provided up to two (2) days of leave per year (non-accumulative) in accordance with the following criteria:

1. Leave time is to be spent meeting or conferring with the district representative and/or in meetings designed to enhance the working relationship between the bargaining unit and the district. Such meetings shall be limited to collective bargaining, grievance adjudication, or other mutually agreed upon labor management meetings.
2. Leave time must be requested by the Association for a specified purpose, which is in accordance with number one (1) above. The request, stating the individual involved must be made in writing to the Superintendent a minimum of five (5) working days before the leave is to take effect.

Such leave shall be without loss of pay. The association shall reimburse the district for the full cost of the substitute teacher for any member representing the Association, if a sub is hired.

Up to a total of two (2) additional days of association release time for the president or his/her designee shall be provided for attendance at the official or private institutes and conferences. No more than one employee shall be absent from the district at any one time for association business without specific approval of the exception by the superintendent. Written request for such leave must be made to the Superintendent at least five (5) working days before the leave is to take effect. The association shall reimburse the district for the full cost of the substitute teacher, if one is hired.

Any employee requesting leave for time for association business shall prepare adequate lesson plans and instructions for the substitute teacher.

#### Section 7 Milage

With preapproval from the administration, an employee who uses their personal car for District business shall be compensated at the rate per mile established by the Internal Revenue Service (IRS). The rate will be immediately adjusted whenever needed to keep it contemporary with the latest IRS regulations.

#### D. COVID19 Leave

1. COVID-19 Exposure: Employees who are exposed to COVID-19 or students and/or staff with COVID-19 symptoms while at work shall be granted paid administrative leave while waiting for the results of related COVID-19 testing or if ordered by a healthcare professional or district administrator to quarantine as a result of each potential exposure.
2. The district shall grant seven (7) additional days of paid leave for any employee who has a confirmed case of COVID-19. A healthcare professional's note may be required,

consistent with the collective bargaining agreement. Retroactive pay shall be provided for an employee that has used sick leave while experiencing COVID-19 symptoms if the symptoms are confirmed to be caused by Covid-19 with a positive test result.

## ARTICLE IX EVALUATION AND PROBATION

The following guiding principles shall serve to inform district practice in evaluation:

- The primary goal of any system of educator evaluation is to promote educator and student growth and learning.
- A collaborative relationship between evaluator and educator will be expected and is essential to the evaluation process.
- The focus of evaluation is to shape the conversations that lead to improved practice.

### Section 1: Evaluation Requirements

- A. Within each school, the principal or other administrator will be responsible for the evaluation of employees assigned to that school. The Superintendent, or designee, will determine organizational lines of responsibility for evaluation of any employee who is assigned to more than one (1) school and the employee will be notified.
- B. Each employee will be evaluated annually in accordance with the criteria appropriate to the employee's position as set forth in Appendix ? (classroom teachers) or ?? (non-classroom teachers/certificated support personnel). "Classroom teachers" means certificated employees who provide academically focused instruction to students and hold one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g). "Non-classroom teacher/certificate support personnel" means bargaining unit members who do not meet the definition of "classroom teacher" and includes librarians at the secondary level, instructional coaches, and staff who hold one or more of the educational staff associate certificates pursuant to WAC 181-79A-140(5). Evaluations will be documented on the appropriate report form and supplements as set forth in Appendix D or F. Alternative formats for these forms may be used with permission of the employee, but cannot change the evaluative criteria or categories shown on the forms in the appendices.
- C. All employees shall receive a comprehensive summative evaluation at least once every six years. A comprehensive summative evaluation assesses all evaluation criteria, and all criteria contribute to the comprehensive summative evaluation performance rating.
- D. The following categories of employees shall receive an annual comprehensive summative evaluation:
  1. Provisional employees. Provisional employees, as defined by law, are employees in their first three (3) years of teaching in the District, unless the employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be provisional for his or her first year of employment with the District. The Superintendent may waive the third (3rd) year of provisional status for a classroom teacher after two successful years with a summative evaluative score of proficient or higher. Such waivers must be requested by the supervising administrator and approved by the Superintendent. Waiver of the 3rd year provisional status is at the sole discretion of the Superintendent.

2. Employees who received a comprehensive summative evaluation performance rating of Unsatisfactory or Basic in the previous year;
  3. Employees who have not received a comprehensive summative evaluation in the last three (3) years;
  4. Employees on probation;
  5. Non-classroom teachers/certificated support personnel in their first four years of employment with the District.
- E. In the years when a comprehensive summative evaluation is not required or selected by the evaluator or employee, employees, who received a comprehensive summative evaluation performance rating of Proficient or Distinguished (or Satisfactory for non-classroom teachers) in the previous school year may complete a focused evaluation as described in Sections 6 or 7, below, the Focused Evaluation for Classroom Teachers or Certificated Support Personnel.
- F. During each school year, each employee will be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year will be not less than sixty (60) minutes. An employee in the third year of provisional status will be observed at least three times for a total observation time of at least ninety (90) minutes. One (1) observation for a total of thirty (30) continuous minutes will be required in connection with the evaluation of all employees and further, all employees newly employed by the District will be observed within the first ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes.
- G. Annual evaluations will be completed no later than June 1 of the year in which the evaluation takes place. If an employee resigns during the school year, a final evaluation will be completed.
- H. In addition to the observations and evaluations required above, evaluators may make additional observations and evaluations at any time during the school year.
- I. A copy of the final Summative Evaluation Form placed in an individual's personnel file will be given to the individual, will bear the dated signature of the originator and will be signed and dated by the employee to indicate the final Summative Evaluation Form was seen. The certificated employee will also have the right to attach a signed and dated statement to any item in his/her file provided that any such rebuttal will also be signed and dated by the originator of the rebuttal materials to indicate only that the materials were seen. Attachments may be included only as specified on the summative evaluation form.
- J. Teachers will complete competency portfolios and collaborate in their evaluations.

## Section 2: Observation and Evaluation Procedures

- A. Following observations or a series of observations, the evaluator will promptly document the results thereof. A series of observations will last no longer than three (3) workdays. The employee will be provided a copy of the observation report within three (3) workdays after such observations or series of observations.
- B. A summative evaluation report will be completed when, in the opinion of the evaluator, evidence of performance (observations and artifacts) aligned to the instructional framework or evaluation criteria for non-classroom teachers has been collected so that the evaluator can adequately evaluate the summative professional performance of the employee in each of the evaluative criteria.

- C. If an evaluator conducts a pre-summative evaluation conference with the employee prior to final preparation of the summative evaluation report, the summative evaluation report will be provided to the employee within five (5) work days after the pre-summative conference, and they will sign and return a copy of the evaluation to the evaluator within three (3) work days after receipt to indicate that a copy of the report was received by the employee.
- D. If the employee or the evaluator request a summative conference to discuss the summative evaluation report, this will be communicated during the pre-summative conference and shall be scheduled within five (5) work days following the pre-summative conference. If a pre-summative conference does not occur for any reason, the evaluator will hold a summative evaluation conference with the employee within five (5) work days after preparation of the summative evaluation report. The employee will receive a copy of the report during the summative conference and will sign the District's copy to indicate that a copy of the report was received by the employee.
- E. The employee will have the right to attach comments to the summative evaluation report within five (5) workdays after receiving the report. If the evaluator recommends an employee for probation, the employee will be informed at the time of the pre-summative or summative evaluation conference.
- F. Distribution of the final summative evaluation report will be:
  - 1. Original - District personnel file
  - 2. Copy - principal or supervisor
  - 3. Copy - employee

### Section 3: Probation

- A. Non-provisional employees whose performance has been determined to be unsatisfactory, based on the evaluative criteria, may be placed on probation. If the superintendent concurs with the evaluator's judgment that the employee's performance is unsatisfactory, the Superintendent will place the employee on probationary status beginning on or after October 15 and before January 15th and ending no later than May 15th. Employees will be placed on probation in accordance with the standards and procedures in RCW 28A.405.100. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to evaluate the probationer's performance. If an employee is to be put on probation, a comprehensive summative evaluation of the employee must be made prior to the start of the probationary period, which may include the comprehensive summative evaluation from the prior year. After October 15th, but no later than January 15th, the employee will be given written notice of the action of the Superintendent which will contain the following information:
  - 1. Specific areas of performance deficiencies
  - 2. A suggested specific and reasonable program for improvement
- B. The following comprehensive summative evaluation performance ratings mean an employee's work is unsatisfactory:
  - 1. "Unsatisfactory" or
  - 2. "Basic" if the employee is a continuing contract employee under RCW 28A.405.210 with more than five years of experience and if the Level 2 comprehensive summative evaluation performance rating has been received for

two consecutive years or for two years within a consecutive three-year time period; or

3. "Unsatisfactory" for certificated support personnel. (Using criteria and forms in Appendix F and G)
- C. 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 by either the employee or the district.
  - D. The probationary period may be extended into the following school year if the probationer is a classroom teacher and has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating of less than level 2, Basic as of May 15th.
  - E. 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 an opportunity to demonstrate improvements in his or her areas of deficiency.
  - F. If a procedural error occurs in the implementation of probation, the error shall not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability of the evaluator to evaluate the probationer's performance.

#### Section 4: Evaluation during the Probationary Period

- A. At or about the time of the delivery of a probationary letter, the evaluator will hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. The employee may request a union representative be present if they choose.
- B. During the probationary period, the evaluator will meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Other administrators involved in the probationary process will give the employee notice prior to observations. This notice may occur at the beginning of the probationary period and need not specify the frequency, dates or duration of the observations. The Association may also provide an additional evaluator for the purpose of support, feedback or coaching. The outside evaluator's findings may not be disclosed to the district without permission of the Association.
- C. The evaluator may authorize one additional certificated employee 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 assigned by the educational service district.
- D. The probationary employee must be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their notice of probation and program for improvement. A classroom 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, Basic, or above for a continuing contract employee with five or fewer years of experience or of

level 3, Proficient, or above for a continuing contract employee with more than five years of experience.

- E. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause for discharge under RCW 28A.405.210 or 28A.405.300.

#### Section 5: Evaluator's Post-Probation Report

The evaluator will submit a written report to the Superintendent at the end of the probationary period that will identify whether the performance of the probationary employee has improved, with the recommendation to remove the employee from probation, extend the probation or terminate employment.

#### Section 6: Focused Evaluation – Classroom Teachers

- A. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating, as well as a student growth component. This evaluation includes professional growth activities specifically linked to the selected criteria.
- B. The selected criteria must be approved by the evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of employees may focus on the on the same evaluation criteria and share professional growth activities which must be coordinated with and approved by the employee's supervisor.
- C. 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 teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
- D. A classroom teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the evaluator. Should a teacher wish, he/she may request a written explanation of the rationale on which transfer from a focused evaluation to a comprehensive summative evaluation was based with the following restrictions:
  - 1. Information will be solely by request and between the parties involved,
  - 2. Rationale shared between the parties will be considered informational and not construed as evaluative, disciplinary, or in any way a form of reprimand.
  - 3. Information shared will not be placed in personnel files or working files.
- E. Should an evaluator determine that a teacher on focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th.

#### Section 7: Focused Evaluation – Certificated Support Personnel/Non-Classroom Teachers

- A. A non-classroom teacher must receive six years of satisfactory evaluations before being eligible for a focused evaluation. A focused evaluation includes an assessment of one of the evaluative criteria for Certificated Support Personnel agreed to by the evaluator and the employee. The evaluation form in Appendix will be used.

- B. The selected criteria must be approved by the evaluator and may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention. A group of employees may focus on the same evaluation criteria and share professional growth activities, which must be coordinated with and approved by the employee's supervisor.
- C. The evaluator must assign a comprehensive summative evaluation performance rating for the focused evaluation of either "satisfactory" or "unsatisfactory".
- D. Certificated Support Personnel may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the employee or at the direction of the evaluator. Should an employee wish, he/she may request a written explanation of the rationale on which transfer from a focused evaluation to a comprehensive summative evaluation was based with the following restrictions:
  - 1. Information shall be solely by request and between the parties involved.
  - 2. Rationale shared between the parties will be considered informational and will not construed as evaluative, disciplinary, or in any way a form or reprimand.
  - 3. Information shared will not be placed in personnel files or working files.
- E. An employee will not be transferred from a focused evaluation to a comprehensive summative evaluation after the official end date for the first semester in the district calendar unless the employee fails to perform any of the state-mandated duties and responsibilities. The Association shall be notified if an employee is moved from Focused to Comprehensive.

#### Section 8: General Provisions

- A. Nothing contained herein should be construed to negate either party's responsibility to avoid arbitrary or capricious decisions and allow for basic human dignity.
- B. The parties acknowledge the necessity of compliance with all provisions of State law and regulations, as now or hereafter amended, concerning employee evaluation and probation.

#### EVALUATIVE CRITERIA - TEACHERS

The evaluation tool will be determined collaboratively by the superintendent and the Association.

#### ARTICLE X REDUCTION IN FORCE

The Board of Directors shall determine the educational program and services for the North River School District #200 based upon the educational goals of the District, financial resources available for the following school year and staff input. The Board will determine that the certificated staff of the District should be reduced for the following school year based on any two of the following; financial necessity, decline in enrollment or the changing of programs. This reduction may include changing a teaching assignment, eliminating a position, or adding a new position to provide the best instruction for a program, the Board will institute the plan below:

- 1. DETERMINATION OF VACANT POSITIONS - The District will determine, as accurately as possible, the total number of certificated staff known as of April 15 leaving the District for reasons of retirement, family transfer, normal resignations, leaves,

- discharge or non-renewal, etc. and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.
2. THE EFFECT UPON THE STUDENTS is of the highest priority; program to be retained shall attempt to minimize the consequences of program reductions upon students.
  3. EMPLOYMENT CATEGORIES - The following categories are established to ensure the qualification of personnel assigned to retained positions:
    - a) ELEMENTARY (K-6): Employees endorsed to teach in grades kindergarten through six.
    - b) TITLE PROGRAMS: Employees qualified to teach in federally funded programs pursuant to the qualifications required by those programs.
    - c) VOCATIONAL PROGRAMS: Employees vocationally certified and endorsed to teach designated vocational programs. Specialties within this category are Voc-Ag, Home Economics, Business Education and Diversified Occupations.
    - d) 7-12: employees certified and endorsed to teach at the 7-12 level.
    - e) NONSUPERVISORY SPECIALTIES: Employees certified as librarians, and/or counselors.
  4. RETENTION BY CATEGORY - Employees will be considered for retention in the category or specialty appropriate to the position held at the time of this procedure. An employee shall also be considered for retention in additional categories if the employee states the desire for such consideration and meets the qualifications (certification or endorsement or highly qualified) for that category. The employee will be considered for additional categories only if he/she does not qualify for retention in the category appropriate to the position held at the time of the implementation of this procedure, and he/she has had teaching experience within the last five years appropriate to the additional category as described above. Said teaching experience must have been at least 3 periods per day in the category. If a teacher does not have a full schedule of classes (FTE 1.0) that he/she can be scheduled by the administration to teach, he/she may not be retained. The decision to retain will be at the discretion and judgment of the school board.
  5. NOTIFICATION - If a reduction in force is being considered, the District shall tender a list to the Association and each employee, not later than April 15, which shows the rank order of existing employees according to seniority. This list shall show existing employment categories within the District.
  6. REDUCTION BASED ON CHANGING PROGRAMS- The school board may decide not to offer a class or class for the next school year, if this happens the teacher providing that class or classes may be reduced from full-time FTE to a part-time FTE or he/she might not be retained. The school board may also not retain a teacher in a category so the school could offer a class or classes in another category
  7. SENIORITY DEFINED
    - a) "Seniority" within the meaning of this paragraph shall mean total years of certificated experience in Washington State.
    - b) If a tie exists in paragraph a. above, the employee with the greatest seniority in North River School District shall be recommended for retention. Determination of seniority in this paragraph is defined as in paragraph a. above.
    - c) If there is still a tie, the employee retained shall be the one with the greatest number of college/university credits beyond the B.A. as completed by the District in accordance with placement on the salary schedule.

8. RETENTION CATEGORIES- In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be recommended for retention.
- a) An employee retained shall be the most senior employee available in the category or specialty.
  - b) The District shall have the right to assign and transfer employees during the implementation of this procedure to positions for which they qualify.
  - c) The list proposed for retention and lay off shall be delivered to the Association and all employees by May 15<sup>th</sup> of the year that this procedure is being implemented.
9. EMPLOYMENT POOL
- a) All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible employment for a period of two (2) years. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties for which they are qualified. If more than one such employee is qualified for an open position, the criteria as set forth above shall be applied to determine who shall be offered such position.
  - b) It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent of his/her current mailing address.
  - c) When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the school district to such individual will be sent by certified mail to the address last given by the employee or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept the position. Teachers notified by certified mail to last known address shall accept or reject the recall within five (5) working days of notification and be available for work within ten (10) working days of recall. If the first offer is rejected, the teacher will be held on the recall offered a second assignment if he/she is the most senior qualified employee. Following the notification procedure as listed above, if the teacher rejects the second assignment, he/she shall be dropped from the list and loses all rights for re-employment.
  - d) The District will utilize employment pool personnel as substitutes on a first priority basis.
  - e) An employee on authorized leave at the time a reduction in force is implemented will be reinstated upon return from leave if he/she would not have been affected by the lay off and will be laid off upon return from leave if he/she would have been affected by the layoff. An employee who has been laid off may, upon written application, be placed on leave for up to one (1) year while on lay off. Such employee shall be placed in the employment pool during the period of the leave.

## PERSONNEL

### RESOLUTION OF STAFF COMPLAINTS

The following procedure has been established for resolving a grievance filed by a member of the staff:

## ARTICLE IX JUST CAUSE

An individual's employment condition or status shall not be adversely affected by the Employer or its representative without sufficient and just cause. All information forming the basis for any action to be taken by the Employer or its representative(s) against an employee shall be made available in writing to the employee.

## ARTICLE XI GRIEVANCE

### Section 1 Definition

A grievance is an alleged misinterpretation of misapplication of, or violation of terms and/or provisions of this Agreement. A grievant shall mean an individual, a group of individuals and/or the Association. Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter informally with any appropriate member of the administration.

In the best interest of the school and children, and also for working relationships of staff, all employees and supervisors are urged to conduct problem solving, informal and formal, in a professional manner.

When informal discussion does not resolve an employee(s) problem(s) to his/her satisfaction, the formal grievance procedure is designed to afford him/her the opportunity to receive an impartial review by higher-level management and to establish the facts and circumstances of the situation.

### Section 2 Procedures for Processing Grievances

Level 1: The Association acknowledges that it is usually most desirable for an employee and his/her immediate involved supervisor to resolve problems through free and informal communications at the lowest level of the grievance process. The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within 45 working days after the occurrence of the grievance.

The statement of grievance shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated and the remedy (specified relief) requested. The Superintendent, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The Superintendent's response shall include the reasons upon which the decision was based and within five (5) working days of receiving the grievance, a copy of the grievance, his/her decision and all supportive evidence shall concurrently be sent to the grievant(s), Association representative and the Superintendent. A grievance presented during non-school time will be responded to within five (5) district working days, if both parties are available, but not later than five (5) working days after school has resumed.

Level 2: If the aggrieved is convinced that the formal grievance has not been satisfied at Level 1, he/she may appeal for review by the Board of Directors. Such appeal shall be submitted within three (3) working day of receipt of the Level 1 decision. The appeal shall be accompanied by all supporting evidence upon which the Level 1 decision was made. The Chairman of the Board shall call a special executive session of the Board to hear the grievance appeal within ten (10) days of receipt of the appeal. Within five (5) days of the hearing of appeal with the Board, the Board shall render a written decision to the aggrieved.

Level 3 Grievance Mediation: If no satisfactory settlement is reached at level two, the grievance may be sent by mutual agreement to grievance mediation within seven (7) school days after receiving the disposition of the Board.

Level 4 Arbitration: If no satisfactory settlement is reached at Step 2, the Association, within 15 working days of the receipt of the Step 2 decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

The arbitrator shall hold a hearing within 20 working days of his appointment. Ten working days' notice shall be given to both Parties of the time and place of the hearing. The Arbitrator will issue his decision within 20 days from the date final written briefs have been submitted or, if revised by both parties, 20 days after the completion of the hearing. The Arbitrator's decision will be in writing and will set forth his findings. Of fact, reasoning and conclusions on the issues submitted to him. The decision of the arbitrator shall be final and binding upon the Employer, the Association, and the grievant(s).

### Section 3 Jurisdiction of Arbitrator

The Arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement, or award damages. The Arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law. The Arbitrator shall have no power or authority to rule on any of the following:

- a. The termination of services of or failure to re-employ any provisional employee.
- b. The termination of services or failure to re-employ any Employee to a position on the supplemental salary schedule.
- c. Any matter involving Employee evaluation, provided that Evaluation Procedure shall be subject to the Arbitrator's review.
- d. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect, or reduction in force.

### Section 4: Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties. Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the Association to lodge an appeal at the next step of this procedure. Any grievance not advanced by the grievant from one

step to the next within the time limits of that step shall be deemed resolved by the employee's answer at the previous step.

Costs: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the Party incurring them.

## ARTICLE XII EXTRA-CURRICULAR

### Section 1: Coaching

Certificated employees designated as head coaches for an approved sport shall be paid at the rate of ten percent (10%) of the base salary in effect at the time on the Negotiated Base Compensation Schedule (Exhibit A). The exception being varsity basketball coaches who will receive salaries commensurate to other varsity basketball coaches in the North River School District.

This payment amount is predicated on the standard season length for the sport. Pay shall be increased or decreased on a pro-rata basis for lengthened or shortened participation. The pro-rata increment shall be one week.

Assistant and Junior High coaches for these activities, when numbers require that such positions be approved, shall be paid at the rate of seven and one-half percent (7 ½ %) of the base salary in effect at the time.

### Section 2: Athletic Director

If the District participates in one sport, the Athletic Director shall be paid at the rate of 4% of the base salary then in effect. If the District participates in more than one sport, the Athletic Director shall be paid an additional 2% for each additional participating athletic team, up to a maximum rate of 10% of base salary.

### Section 3: ASB Advisor/Special Education Director

The ASB advisor shall receive a stipend equal to 10% of base salary.

### Section 4: OTHER EXTRA-CURRICULAR COMPENSATION

All extra-curricular activities not covered by the above paragraph will be paid at the base rate of \$1,000 per activity beginning from the onset of the activity. All activities must be approved by the Superintendent.

## ARTICLE XIII DURATION

The period of this contract shall be September 1, 2018 - August 31, 2022.

No further bargaining on any subject will take place beyond allowed re-openers. This Agreement constitutes the entire Agreement between the parties, concluding collective bargaining for its term, except for negotiations over a successor collective bargaining agreement. At least ninety (90) days before the expiration of this Agreement, the parties shall meet and negotiate at mutually agreeable times in an effort to mutually agree on the terms and conditions of a successor agreement.

Month Date, Year

Agreed and executed by:

*Irish R Nelson*

\_\_\_\_\_  
President  
North River Education Association  
(For the Association)

1/22/21  
Date

*[Signature]*

\_\_\_\_\_  
Superintendent  
North River School District

1/22/21  
Date

*[Signature]*

1/22/21  
Date

*[Signature]*

1/22/21  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date