

COLLECTIVE BARGAINING AGREEMENT 2024-2025



COLLEGE PLACE PUBLIC SCHOOLS
College Place School District
No. 250

&



Walla Walla Valley
Educational Association

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For evaluation process please see the [TPEP Evaluation document](#)

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COLLEGE PLACE SCHOOL DISTRICT NO. 250
AND
WALLA WALLA VALLEY EDUCATION ASSOCIATION**

THIS AGREEMENT is made and entered into by and between the College Place School District No. 250 Board of Directors hereinafter referred to as the “Board” and Walla Walla Valley Education Association hereinafter referred to as the “Association.”

WITNESSETH:

It is the purpose of this Agreement to achieve and maintain harmonious labor-management relations between the Board and Association in order to effectuate the provisions of [RCW 41.59](#). The parties hereto have reached certain understandings which they desire to confirm in this Agreement; now, therefore, it is agreed as follows:

ARTICLE I – ADMINISTRATION

SECTION 1: RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated members employed by the Board under Contract or on leave excluding: the Chief Administrative Officers of the Board such as the Superintendent of the District, Deputy Superintendent, Executive Assistant to the Superintendent, Assistant Superintendent, Business Manager, Personnel Officer, Principal, Vice-Principal, Assistant Principals, Special Programs Director, and classified employees.

The term “teacher”, “member”, or “employee”, when used hereinafter in the Agreement, shall refer to all contracted members represented by the Association in the bargaining unit as defined above including long-term substitutes and leave replacements. Long-term substitutes and leave replacement employees are defined in Article III, Section 16. Provisional employees are defined in [RCW 28A.405.220](#) and all provisions of this law shall be applicable.

The only rights that substitute teachers, as defined in Article III, Section 16: Leave Replacement Employees and Long-term Substitutes, Part B: Long-term Substitutes, have in relation to this agreement is the payment for services rendered. All other substitutes will be paid at the rate currently approved by the College Place School District Board of Directors.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine; and words denoting numbers shall include both the singular and the plural.

SECTION 2: STATUS OF AGREEMENT

Throughout this Agreement, certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this agreement.

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms (to the extent of conflict only). Existing rules, regulations, policies, resolutions or practices of the District not in conflict with this Agreement may remain in full force at the Board's discretion.

Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from individual salaries and/or employee benefits in effect prior to the effective date of this Agreement.

SECTION 3: CONFORMITY TO LAW

This Agreement shall be governed and construed to the Constitution and laws of the State of Washington. If any provisions of the Agreement or any application of this Agreement to any teacher or groups of teachers covered hereby should be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions of the Agreement shall continue in full force and effect.

If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonable possible.

SECTION 4: DISTRIBUTION OF AGREEMENT

Following ratification and signing of this Agreement, the District shall upload a copy of this agreement to the District's website. All certificated employees new to the District shall be provided a copy of the Agreement by the District upon issuance of their individual contract, and such Agreement shall be available for review to all applicants for certificated employee positions. Digital copies of the agreement shall be made available online on the District's website within fourteen (14) days of ratification by both the Association and the District. The cost of printing and distributing the Agreement shall be borne equally by both the District and the Association. Additional copies requested by the Association shall be paid for at the cost per copy by the Association.

SECTION 5: CONTRACT ADMINISTRATION

The Board and the Association recognize the importance of good communication for the effective administration of this Agreement.

SECTION 6: HIRING PRACTICES

The Board shall, in all instances, employ teachers who are properly credentialed in accordance with applicable state laws, Washington Administrative Code, and by such other requirements as specified by the Office of the State Superintendent of Public Education.

Classified personnel shall not be assigned to perform work in the instructional setting which will replace a currently employed certificated employee in his assignment or employment.

ARTICLE II – BUSINESS

SECTION 1: PAYROLL DEDUCTIONS

The Association and its affiliates have the exclusive right of automatic payroll deduction of membership dues, assessments, and fees for certificated employees who voluntarily join the Association. The Association agrees to reimburse any teacher from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excess amount.

All bargaining unit members may voluntarily join the Association, however no bargaining unit member shall be required to do so. Employees opting to join the Association will sign a membership form (Appendix B) authorizing deduction of membership dues and other assessments required for membership. The District, upon receipt of authorization from an employee, will deduct from the employee's salary each pay period the dues amount set by the Association and provided to the District Payroll Office. Deductions for employees submitting authorization after the commencement of the school year shall commence in the first possible pay period following such authorization. The district will transmit all dues deduction funds to the account or entity specified by the Association on a monthly basis. Authorizations in effect prior to July 1, 2018 and authorizations provided by employees hired after that date will be on a continuing basis from year to year, unless withdrawn in writing to the Washington Education Association through the established process:

All Membership "drop" requests must be processed through the WEA office before payroll may cease deduction of dues. Members who wish to cease membership dues and drop their membership must make inquiries to the WEA directly.

WEA Member Drop Contact Info:

Phone: 253-765-7190

Email: nonmemberinfo@washingtonea.org

The District shall not discontinue dues collection for any employee until receiving confirmation of completion of the aforementioned process through WEA.

The rules and regulations are as follows:

- A. The Association shall submit the automatic payroll authorization to the district payroll officer for processing. A table of prorated annual dues, assessments, and fees shall be supplied to the District Office by the Association to determine monthly dues deductions.
- B. The automatic payroll authorization form shall clearly state that it is understood by the employee signing the authorization that continuation of dues deduction until the end of the dues period on August 31 of each year is a binding condition for automatic payroll deduction.

- C. Members of the Association may sign a separate voluntary membership form and dues deduction authorization for WEA-PAC and NEA-PAC. The District will deduct these dues in the same manner described above.
- D. The Association agrees to defend and hold the District harmless in the event any employee should bring legal action against the District for compliance with the dues deduction provisions contained in this agreement. The Association, at its expense, will provide such defense. The District shall cover any expense incurred should it choose to employ additional legal counsel.

Other Deductions:

The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for approval insurance plans as noted in Article III, Section 12, tax-sheltered annuities, United Way, or any other plans or programs approved by the Board.

SECTION 2: ASSOCIATION RIGHTS

- A. The Board shall furnish at a reasonable fee to the WWVEA, upon request, already available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, roster of certificated employees, tentative budgetary requirements and allocations, agendas, and minutes of the Board meetings, and enrollment data which may be necessary for the WWVEA to process any grievance or complaint.
- B. Any representation of the WWVEA who is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings shall suffer no loss in pay.
- C. The WWVEA may use school facilities and equipment by arrangement at reasonable times, when equipment is not otherwise in use. The WWVEA shall pay for the reasonable cost and maintenance of all material and supplies incident to such use.
- D. The WWVEA may use District mail service for communication to certificated employees when mail service is in operation.
- E. The WWVEA may use District buildings for meetings to transact official business. Arrangements for such meetings shall be made through the administration. The WWVEA shall pay any reasonable costs incurred for such use when special arrangements are necessary for such a meeting.
- F. The WWVEA shall have the right to post notices and matters of WWVEA concern on a bulletin board in each faculty lounge of each building of the District.
- G. Association Leave
Leave for the work of the Association will be granted as needed by the Association, in carrying out its responsibilities as bargaining representative under [RCW 41.59](#). Leave for this purpose shall be granted to the Association members upon request of the Association President. The District shall secure a substitute when necessary, and the cost of the substitute shall be paid by the Association.

SECTION 3: CALENDAR

Record and Report Days:

Three ½-days for records and reports will be on the District's calendar.

No deviations from the published calendar of the College Place School District shall be made except by mutual consent of the District and the Association.

Tentative agreement of the first day of school for the succeeding year shall be reached by May 1st of each school year. This time limit may be extended by mutual consent.

ARTICLE III – PERSONNEL

SECTION 1: SENIORITY

Definition

The term "seniority" as used herein shall be defined as WA State certificated school FTE (full-time equivalent) teaching experience.

When calculating the FTE for purposes of determining seniority, the completed previous school year (inclusive of summer school if applicable) will be included in the total.

It shall be the duty of the Superintendent to develop and distribute, by October 15, a seniority list showing each employee's seniority. Any errors or challenges of the employee's position on the list must be made in writing and presented to the office of the Superintendent by November 1. If such additional information changes the position of any employee on the list, a revised list shall be distributed by December 1. In the event the District anticipates a reduction in force may be put into place, the District will meet with the Association to confer about the list and Section 2: Reduction and Recall (the District will produce an updated list on March 15 that includes seniority up through March 15 of the current year).

SECTION 2: REDUCTION AND RECALL

A. Definition

The term "reduction" as used herein refers to action by the Board of Directors in reducing the number of certificated employees in the District due to economic conditions resulting from levy failures or a significant loss in actual local/state/federal revenues. No provision of this Agreement shall be construed as an abrogation of the rights of any certificated employee, pursuant to [RCW 28A.405.210](#) or [RCW 28A.405.300](#) or any of the District's responsibilities under the cited statutes.

Prior to May 15, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year. If it is determined that such financial resources are not reasonably assured for the following school year, then non-continuing certificated staff will be identified.

In the event of reduction, the District shall provide written notice of non-renewal to all affected certificated employees and the Association, on or before May 15, for reductions to be implemented at the end of the current school year.

Where revenues are categorical and depend on actual expenditures rather than a budgeted amount, every effort will be made to maintain these programs to the limit of their categorical support. (e.g., vocational education, federally supported programs, lunchroom, etc.).

B. Determination of Vacant Positions

The District shall determine as accurately as possible, the total number of certificated staff known, as of May 15, to be leaving the District for the reasons of retirement, family transfer, normal resignation, leaves, discharge, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following school year.

C. Certification

Possession of any valid Washington State Certificate which may be required for the position(s) under consideration shall be a prerequisite for retention.

D. Appeals

Any employee may file a written appeal with the Superintendent to request reconsideration or modification of seniority. The Employee must include in the appeal a full statement as to the facts on which the reconsideration or modification should be based. Documentation such as transcripts or employment validation must be supplied with the letter of appeal.

E. Retention

Certificated employees shall qualify for retention in available positions as they currently meet state and federal requirements. In the event that there are more qualified employees than available positions, those that have the greatest seniority shall be retained. If a seniority tie exists, the following order and method shall determine retention:

1. College Place Public Schools FTE teaching experience;
2. Total certificated experience;
3. Place numbered pieces of paper in a container and each employee within the tie situation will draw a number. The person(s) drawing the lowest number(s) will be retained for the position(s) in contention.

F. Employment Pool

All certificated employees who are not recommended for retention in accordance with these procedures shall be placed in an employment pool for possible re-employment for a period of up to twelve (12) months from when they were placed on layoff status. Employment pool personnel shall be given the opportunity to fill any open positions for which they are qualified, as they occur. If more than one such employee is qualified for an open position, the criteria shall be applied as stated in section E. After district hiring procedures have been followed – if a

vacancy still exists, and if a qualified employee is still in the pool – they shall be given the position as a voluntary assignment.

There shall be no challenge to the unemployment compensation of any bargaining unit member on layoff status who declines substitute employment, except those individuals who have already been accepting substitute employment.

By March 1 of each year, the District shall send by certified mail to each employee in the pool, a form to be signed by the employee to indicate his intent. If such notification is not received, the name of any certificated employee shall be dropped from the employment pool. It shall be the responsibility of each certificated employee placed in the employment pool to notify the Superintendent in writing, by April 1, if such employee wishes to remain in the employment pool. Employees in the employment pool have the responsibility to maintain a current mailing address with the Payroll Officer.

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual shall be by certified mail with return receipt or by personal delivery. Such individual shall have seven (7) calendar days from receipt of the letter to accept the position. Between August 1st and October 1st: if all avenues to reach an employee within seven (7) days fails – the employee is unable to be reached – the position will be considered “declined.” If an individual fails to accept such position offered, such individual shall be dropped from the employment pool.

Teachers who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting or rejecting any part-time teaching position that may exist without jeopardizing such person’s recall status for any full-time position which may become available.

Teachers who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time teacher with less status on the seniority list, as described in Section 1, shall be recalled to any part-time teaching position unless such position is declined by all teachers (full- and part-time) with greater status on the seniority list.

When a certificated employee is recalled, such person shall be granted the salary schedule status which was held at the time of reduction. In addition, if during the period of reduction, a laid-off certificated employee increased his educational training and/or teaching experience; then, upon recall, said certificated employee shall have the additional training and teaching experience entered on the employee’s service record, and such additional training and teaching experience shall be used to calculate employee’s position on the salary schedule.

While in the employment pool, a certificated employee may, at said employee’s option, be continued in any fringe benefit program in the District provided said

certificated employee reimburses the cost of the program to the District in advance by the first of each month.

Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

G. New Employees

No certificated employee will be hired by the Board from outside the bargaining unit until all employees on layoff status shall have been determined to not be qualified for the position or qualified persons in the pool have rejected the offered position.

SECTION 3: EMPLOYEE RIGHTS

A. Employees shall be entitled to full rights of citizenship.

There shall not be, under the provision of applicable state or federal law any discrimination against any employee on the basis of race, creed, color, national origin, sex, age, marital status, of the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

Employees of the District who are represented by the Association shall have the right to freely organize, join, and support the Association and its activities.

B. Rights to Due Process

No employee shall be reprimanded, disciplined, or reduced in rank or compensation without just cause. An employee shall be entitled to have present a representative of the Association during any formal disciplinary action.

C. Safety

The parties shall abide by the applicable safety standards set forth in the Washington Industrial Safety and Health Act.

D. Digital Files

While it is understood that employees are held to the standard outline in the District's "K-20 Acceptable Use Guidelines" no staff member shall be subject to a search or review of their digital files by the District, including but not limited to internet, email, Google drive, unless the files are related to the subject of an investigation or public records request.

SECTION 4: ACADEMIC FREEDOM

Academic freedom shall be guaranteed to all employees, and no special limitation shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility, community standards, and District-approved curriculum. These responsibilities include a

commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.

Employees who create work on their own time, own the right to that work.

SECTION 5: GRIEVANCE PROCEDURE

A. Definitions

“**Grievance**” shall mean a written statement by the Association that a controversy, dispute, or disagreement of any kind or character exists which arises out of or in any way involves the interpretation or application of the express term or terms of this Agreement.

“**Days**” shall mean working days, except during the summer months when “days” shall mean days of the week, excluding weekends and holidays.

“**Grievant**” shall mean an individual, group of individuals, or the Association.

B. Procedures

Notes:

- a. Grievances filed in the name of the Association may initiate at 2 of this grievance procedure as set forth below.
- b. All certificated employees shall have the right of Association representation at each step of this grievance procedure.
- c. Individuals under continuing contract who have been non-renewed or terminated may elect to use either the grievance procedure, including arbitration, or the statutory hearing provisions, but not both.
- d. Upon mutual written agreement the timelines may be extended at any step in the process.

Within thirty (30) days following the time when the grievant knows or could reasonably have known of the act or condition which is the basis of the grievance, the grievant may file a written grievance with his/her principal or immediate supervisor, with a copy to the Superintendent.

Step 1. The immediate supervisor shall meet within seven (7) days following receipt of the grievance and attempt a mutually satisfactory resolution of the grievance. The supervisor shall render a decision within seven (7) days after the meeting.

If no satisfactory agreement is reached, the grievant may, within five (5) days of that meeting, appeal to 2.

Step 2. The superintendent or his/her designee shall meet with the grievant within seven (7) days following receipt of the appeal. The superintendent or his/her designee shall render a decision within seven (7) days after the meeting.

If no satisfactory agreement is reached, the grievant may, within five (5) days of that meeting, appeal to 3.

Step 3. The Board, or team of the Board, shall meet within seven (7) days following the receipt of the appeal. The Board, or team of the Board, shall render a decision within seven (7) days after the meeting.

The parties shall not present any issues to the Board which has not been included within the grievance as presented to the Superintendent or his/her designee in 2.

If no satisfactory agreement is reached, the grievant may, within five (5) days of that meeting, appeal to 4.

Step 4. The parties shall not present any issues to the arbitrator which has not been included within the grievance as presented to the Superintendent or his/her designee in 2.

All proceedings during the arbitration shall be conducted in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have no power or authority to rule on any issue not specifically before him. The arbitrator shall not have any authority to decide any subject not specifically set forth in the express terms of this Agreement. To the extent any arbitrator's decision exceeds the limitations of his authority, it shall be null and void. The expenses of the arbitrator and administrative fees shall be shared equally by the parties. Parties shall be responsible for costs of their own representation.

SECTION 6: EMPLOYEE EVALUATION PROCEDURE

For evaluation process please see the [TPEP Evaluation Contract](#) document. This document will replace all language in the contract for evaluation and has been agreed upon by the District and the Association.

SECTION 7: PERSONNEL FILES

Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel files kept within the District. Anyone, at the employee's request, may be present in this review. Any disciplinary material created by the District shall be brought to the attention of the employee prior to placement in the personnel file. A certificated employee shall have the right to attach his/her own written comments relating to materials in the file. Employees may also submit materials to the personnel file.

Disciplinary materials shall be deleted from an individual's personnel file after two (2) years, if requested by the employee. In accordance with [RCW 28A.400.301](#), no information related to a substantiated verbal or physical or sexual misconduct may be removed from any employee file.

Any information that is removed, which could be the basis for legal action against the District, shall be retained with the District's legal counsel.

SECTION 8: STAFF PROTECTION

- A. The District shall protect certificated employees acting within the scope of their employment by purchasing liability insurance in the amount of at least five million dollars (\$5,000,000) per occurrence, and the District shall include the certificated employees as named insured under the liability insurance and errors and omissions policy of the school district.
- B. Legal counsel shall be provided, through insurance, to any certificated employee against whom a lawsuit is initiated, provided such certificated employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the District.
- C. A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify an Administrator. The Administrator shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken in cooperation with the employee to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.
- D. The District will provide coverage to cover the cost of the loss of property sustained in the course of employment provided that a certificated employee exercised reasonable safeguards in maintaining security of his personal belongings. A deductible of seventy-five dollars (\$75) will be paid by the employee. Personal property used as classroom instructional aids shall be approved and registered with the building principal on a written form, prior to coverage under this section.
- E. Whenever a certificated employee is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, the certificated employee, during such a period of disability, may utilize his/her sick leave to compensate for the difference in the amount of State Worker's Compensation and his/her regular salary to the limits of his/her accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to his/her salary.
- F. In the event that a certificated employee has been physically disabled because of an assault on his/her person in the course of his/her employment that is not due to willful negligence, the Board will grant the injured certificated employee leave of absence with contract pay for a period up to and not to exceed one (1) year, less the amount of any workmen's compensation award made for disability due to said injury.

In the event of vandalism to the private auto of a certificated employee while parked on school property and while the employee is engaged in school activities, the District will follow its insurance company's practices.

SECTION 9: ASSIGNMENT, TRANSFER, VACANCIES, AND MOVING

A. Definition of Terms

1. Vacancy: A position that has been permanently vacated or one which has been newly created.
2. Assignment: Placement of an individual in a particular grade level, subject area, or District program.
3. Reassignment: A change in assignment within a building.
 - i. Voluntary Reassignment: Initiated by the employee.
 - ii. Involuntary Reassignment: Initiated by the administration due to building, program, or district needs.
4. Transfer: A change to another building.
 - i. Voluntary Transfer: Initiated by the employee.
 - ii. Involuntary Transfer: Initiated by the administration due to building, program, or district needs.
5. Seniority: Defined in Article III, Section 1.

B. Purpose

1. To ensure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades, and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualifications in specialty areas. The District will make every effort to notify certificated employees in writing of any changes in their programs and schedules for the ensuing school year, including teaching assignments.
2. In determining assignments and transfers the convenience and work of the teacher shall be considered to the extent that these considerations do not conflict with the educational program. Certificated employees will be assigned based on their qualifications, the needs of the District and their expressed desires. When it is not possible to meet all these conditions, personnel shall be assigned first in accordance with the needs of the District, and second, in accordance to the expressed preferences of the employee.

C. Vacancy Process

1. Determining Vacancy Availability
 - i. The District shall determine if the vacancy will be available to applicants in-building only or to applicants in-building and in-district based on its staffing allocation model.
2. In-Building Only Vacancy
 - i. Principal (or hiring administrator) shall notify the staff of the opening via email.
 - ii. Interested staff must notify the Principal of their interest for a voluntary reassignment by the end of the next business day via email or written response.

- iii. The Principal(or hiring administrator) shall meet with any interested candidates and discuss the position. The Principal may form an interview team if they feel it is necessary.
 - iv. The Principal (or hiring administrator) may make a hiring decision on their own. The District will assign personnel first in accordance with the needs of the District, and second, in accordance with the expressed preferences of the employee. If the voluntary reassignment is approved, it shall follow the provisions outlined in the contract.
 - v. Unsuccessful candidates will be notified via email for the reason of their non-selection prior to the next phase of the hire process.
 - vi. If no candidate is selected, the Principal (or hiring administrator) shall involuntarily reassign a teacher into the position follow the contract provisions.
3. Building Vacancy
- i. Step 1: Building Posting
 - 1. Principal (or hiring administrator)shall notify the staff of the opening via email.
 - 2. Interested staff must notify the Principal of their interest for a voluntary reassignment by the end of the next business day via email or written response.
 - 3. The Principal(or hiring administrator) shall meet with any interested candidates and discuss the position. The Principal may form an interview team if they feel it is necessary.
 - 4. The Principal (or hiring administrator) may make a hiring decision on their own. The District will assign personnel first in accordance with the needs of the District, and second, in accordance with the expressed preferences of the employee. If the voluntary reassignment is approved, it shall follow the provisions outlined in the contract.
 - 5. Unsuccessful candidates will be notified via email for the reason of their non-selection prior to the next phase of the hire process.
 - 6. If no candidate is selected, the Principal (or hiring administrator) shall post an In-District Vacancy.
 - ii. Step 2: District Posting
 - 1. The Principal (or hiring administrator) and Human Resources shall post the position using the electronic application system for in-building and in-district certificated personnel.

2. Applicants shall have two (2) business days during the school year, or three (3) business days during the summer, to apply for the vacancy using the electronic application system.
 3. The Principal(or hiring administrator) shall meet with any interested candidates and discuss the position. The Principal may form an interview team if they feel it is necessary.
 4. If neither in-building voluntary reassignment or in-district voluntary transfer applicants are selected, the Principal (or hiring administrator) may involuntarily transfer a teacher into the position following the contract provisions.
 5. Unsuccessful candidates will be notified via email for the reason of their non-selection prior to the next phase of the hire process.
 6. If no involuntary transfer is completed, the position shall be posted for external candidates using the electronic application system.
- iii. Step 3: External Posting
1. The position shall be posted for external candidates using the electronic application system.
 2. If no external candidate is selected, the Principal (or hiring administrator) may utilize the involuntary reassignment or transfer process.
4. Partial FTE/Secondary FTE Reassignment
- i. As a part of the master schedule process, Principals will allow staff to express interest for different assignments. Certificated employees will be assigned based on their qualifications, the needs of the District, and their expressed desires. When it is not possible to meet all of these conditions, personnel shall be assigned first in accordance with the needs of the District, and second, in accordance with the expressed preferences of the employee.
 - ii. Secondary campuses may reassign partial assignments of sections less than 1.0 FTE based on student enrollment, course selection, or programmatic needs without following the above process.
- D. Provisions for Reassignment and Transfer
1. Voluntary and Involuntary Reassignment
 - i. Certificated employees who are voluntarily or involuntarily reassigned into a new position shall be given:
 1. Twenty-four (24) hours of paid district work for instructional purposes paid at per diem (timesheet), and

2. Eight (8) hours of paid district work paid at per diem (timesheet) if the reassignment requires movement within the building.
- ii. The following language is only applicable to K-5 grade levels:
 1. If there are two or more qualified employees within an affected area, that would not cause a negative impact on the education program if reassigned, then the individual with the least seniority will be subject to involuntary reassignment.
 2. An employee may only be involuntarily reassigned two times within a five-year period.
2. In-District Voluntary Transfer
 - i. Certificated employees who are approved for transfer shall be notified as far in advance as possible.
 - ii. Certificated employees who voluntarily transfer into a new position shall be given:
 1. Twenty-four (24) hours of paid district work for instructional purposes paid at per diem (timesheet), and
 2. Sixteen (16) hours of paid district work paid at per diem (timesheet) if the transfer requires movement between buildings.
3. In-District Involuntary Transfer
 - i. To ensure compliance with state and federal requirements and to ensure the best quality education program in the District, it sometimes becomes necessary to make transfers on an involuntary basis. Prior to selecting any member for an involuntary transfer, the Superintendent shall notify the certificated staff and WWVEA of the potential for an involuntary transfer. The process of determining who shall be transferred is:
 1. Certificated employees who are to be transferred shall be notified as far in advance as possible via email.
 2. A transfer shall be made only after the certificated employee has been notified of the reasons for the transfer and a meeting with the building Principal or Superintendent has been held.
 3. Certificated employees who are involuntarily transferred into a new position shall be given:
 - a. Twenty-four (24) hours of paid district work for instructional purposes paid at per diem (timesheet), and

- b. Sixteen (16) hours of paid district work paid if the transfer requires movement between buildings at per diem (timesheet).

4. Moving

- i. If a staff member is required to move classrooms by the Principal for any reason not outlined above, the following procedure will be followed:
 - 1. Certificated staff will be notified of the need for movement and the reason as far in advance as possible.
 - 2. Eight (8) hours of paid district work time shall be allotted paid at per diem (timesheet)

SECTION 10: CONTRACT, WORKDAY, AND PAYMENT

Individual Employee's Contract

The District shall provide each employee a contract in conformity with Washington State Law and the terms of this Agreement.

Copies of Contract

A contract will be issued to the employee through the District electronic system each year for electronic signature. One (1) copy of the fully executed contract will be placed in the employee's personnel file.

Release from Contract

Employees under contract may be released by the School Board, on the teacher's written request, up to and including June 30.

Length of Workday

All certificated teachers may be assigned appropriate starting and dismissal times. The total length of the workday shall be seven and three-quarter ($7\frac{3}{4}$) hours, which shall include a continuous thirty (30) minute duty-free lunch period. Necessary all-staff meetings may extend the work day by fifteen (15) minutes. Individual exceptions to the seven and three quarter ($7\frac{3}{4}$) hour day may be granted for good cause and by prior approval of the administrator. Employees shall be considered in their schedules, by their principals, for a brief relief period both morning and afternoon and provisions for preparation time.

In situations which necessitate the shortening of the school day (i.e. inclement weather and/or hazardous road conditions, etc.) all employees will be expected to report to work as soon as possible. It shall be the responsibility of each employee to contact his/her immediate supervisor as early as possible if the employee will be late for the employee scheduled start of school.

On Fridays and all days before holidays, teachers will be allowed to leave the school building fifteen (15) minutes before established employee dismissal time.

Staff Meetings

The Principal shall notify the staff ahead of time when an all-staff meeting will be held. A maximum of two (2) required all-staff meetings shall be held each month extending the regular workday by fifteen (15) minutes.

Additional all-staff meetings may be called in emergency situations as determined by the principal.

Preschool

Preschool teacher's preparation time shall be during the regular work day. Preparation time shall not be less than 160 minutes per week. Preschool teachers shall have preparation time that is comparable to K-5 teachers through collaboration and discussion with administration. An exception to this condition will be schedules which have been altered for school activities. (This provision shall be contingent on levy approval for the following year).

Transitional Kindergarten

Transitional Kindergarten teacher's preparation time shall be during the regular work day. Preparation time shall not be less than 160 minutes per week. Transitional Kindergarten teachers shall have preparation time that is comparable to K-5 teachers through collaboration and discussion with administration. An exception to this condition will be schedules which have been altered for school activities. (This provision shall be contingent on levy approval for the following year).

Grades K-5

Preparation time shall be during the regular student instruction day when specialists such as music, P.E., library, etc., are instructing the teacher's class or other duty-free time. Preparation time shall not be less than 160 minutes per week. In addition, there will be fifteen (15) minutes post-dismissal to be used for preparation and planning. An exception to this condition will be schedules which have been altered for school activities. Another exception to this will be two (2) days per month when necessary all-staff meetings may occur. (This provision shall be contingent on levy approval for the following year and remain for the duration of the current contract).

Grades 6-8

All Full-time equivalent grades 6-8 teachers shall be granted one (1) class period a day for the purpose of preparation and evaluation. An exception to this condition will be schedules which have been altered for school activities. (This provision shall be contingent on levy approval for the following year.)

Grades 9-12

All Full-time equivalent grades 9-12 teachers shall be granted weekly prep equal to the amount of one period a day for the purpose of preparation and evaluation. An exception to this condition will be schedules which have been altered for school activities. (This provision shall be contingent on levy approval for the following year.)

Additional Certified Coverage

Teachers who are asked by the administration to perform administrative duties on an emergency basis for one or more days shall be provided a substitute (if necessary) and be paid \$100 per day.

Teachers shall not be regularly assigned to cover the absences of other teachers. In situations of bona fide emergencies, teachers may be assigned such duties when time does not permit the securing of a regular substitute or a substitute is not available. Teachers who are asked by the administration to substitute for a teacher on an emergency basis during their prep time, for one or more days shall be compensated at the rate of thirty-five dollars (\$35.00) per hour for each hour of such duty performed.

Employee Work Year

The work year covered by this Agreement shall consist of the number of days identified in [RCW 28A.150.220](#) for continuing employees, as long as the state funds them. New employees to the District will be granted one (1) additional day to [RCW 28A.150.220](#).

Contracted work days include:

- 1 State Professional Learning Day [RCW 28A.150.415\(1\)\(a\)](#)
 - As determined by the calendar committee.
- 2 Parent/Student/Teacher Conference Days- Fall and Spring
- 3 District Days- 3 days before the start of school
- 1 day of 8 (eight) professional learning hours (could be non-consecutive) from January 1-June 1 annually
 - Intended for collaboration and professional learning (outside regular contracted work time) as pre-approved by the building principal
 - Staff shall submit the required “[8 Hours Due in June CPPS Attestation of Professional Learning Hours](#)” (follow the link to the attestation in Talent Ed) form by the last day of school. Paid at per diem rate
 - Contingent upon levy approval for the following year

*Days listed above are included in the salary schedule

Additional Incentive:

- 6 (six) professional learning hours from September 1-December 1 annually
 - Intended for collaboration and professional learning (outside regular contracted work time) as pre-approved by the building principal
 - Staff shall submit the required “[6 Hours due in December CPPS Attestation of Professional Learning Hours](#)” (follow the link to the attestation in Talent Ed) form by December 9th. Paid at per diem rate
 - *Continues as long as RCW 28A.150.415(1)(b) funding persists*
- \$400.00 Professional Learning/Supplies Allocation (additional \$100 for Certificated Special Education Teaching staff supplies)
 - Professional learning funds intended for collaboration and professional learning (outside regular contracted work time) as pre-approved by the building principal.

- Certificated Special Education Teaching staff shall have an additional \$100 in their general supply budget to be used for classroom supplies and curriculum
- Additional stipend paid in the September payroll annually to be used for teacher-directed learning tied to district or building goals.
- Staff shall submit the required [“\\$400 due in June CPPS Attestation of Professional Learning/Supplies Allocation”](#) (follow the link to the attestation in Talent Ed) form by the last day of school.
- *Continues as long as RCW 28A.150.415(1)(c) funding persists- this applies only to the \$400 allocation.*

Commented [WM1]: Will change to Talent Ed Records link

Intent: The Association traded an increase in dollars (from \$100 to \$200) here and caseload language for Special Education staff for agreeing to not bring any openers to the 2024-2025 school year.

*Hours listed in the Additional Incentive section above are not part of the regular salary schedule.

Payment

The District will automatically adjust the work-year, salaries, and insurance benefits allocation to conform to State appropriations during each year of this contract.

Regular certificated employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.

In the event of a mistake in payment resulting in underpayment or overpayment, the District and employee involved shall mutually determine an arrangement for correction.

Classroom Budget and/or Professional Development Funds

Certificated Staff shall receive in their September paycheck a \$300 stipend to be used at the teacher’s discretion for classroom budget and/or professional development.

WaKIDS

Teachers who assess students utilizing the state-required WaKIDS Assessment shall be provided the appropriate technology for use with the assessment and the district shall provide all teachers one (1) sub day for the purpose of data collection and/or entry. In addition, each teacher shall be allocated four (4) hours for the purpose of data entry prior to the November 15 deadline to be paid at the “District Work” rate.

Kindergarten Support

The District shall provide one (1) hour of instructional support of paraeducator time for each kindergarten (not including transitional kindergarten) classroom upon approval by the principal of an annual instructional support plan outlining the responsibilities of the paraeducator to support student growth. If paraeducator is unavailable due to absence or building need, support will not be available that day.

WA AIM

Special Education Teachers who complete the WA-AIM (Washington Access to Instruction and Measurement) during the school year will be paid an additional 2 hours per student (at their current per diem rate) for each student that completes the assessment. When teachers submit time sheets for WA-AIM compensation, they must

note the first initial and last name of the student for whom they are submitting the additional time. Example: If I complete WA AIM for three students, I would receive an additional 6 paid hours at my per diem rate.

In addition to the two (2) hours per student granted above, Special Education teachers who are responsible for WA AIM (Washington Access to Instruction & Measurement) shall be granted four (4) hours paid at the employee's per diem rate when a timesheet is completed.

All WA AIM hours throughout the school year shall be documented on one (1) timesheet, due by June 1st.

Special Education

The following are guidelines for special education programs throughout the district. The Building Principal and/or Director of Special Programs will work collaboratively with the employees regarding work assignments and IEP caseloads, however, the Principal and/or Director maintains the final authority.

In recognition of the additional responsibilities of special education classroom teachers deemed necessary by both federal and state law, additional days will be granted for IEP development and monitoring according to the following formula:

- 2.5 per diem responsibility days (2.5 x 8 hrs.) = 20 hours of release time
- 6 substitute days* for onsite work related to special education services.

*All Special Education teachers can access 6 substitute days OR 3 days of additional time at their current per diem rate (accounted for on a timesheet) OR a combination thereof (1 per diem day = 2 substitute days).

Staffing of special education programs will be based on individual student needs, taking into consideration the following: severity of student needs and the types of support services needed; implementation of a full continuum of service delivery models; and compliance with special education legal requirements.

Caseloads for Special Education Staff:

	Program	Caseload Maximum	Cases	Compensation
ELEMENTARY	Preschool	1:20	21+	\$75 per month per student
	SPARK	1:14	15+	\$50 per month per student
	Resource	1:25	26+	\$50 per month per student
	Life Skills	1:14	15+	\$75 per month per student
SECONDARY	Life Skills	1:15	16+	\$75 per month per student
	Behavior	1:18	19+	\$50 per month per student

	Resource	1:30	31+	\$50 per month per student
	ABLE	1:15	16+	\$75 per month per student

The District and Association agree that in a situation where positions/programs listed above blend or overlap, the two parties will meet and determine an agreeable caseload number.

Count Dates for Special Education Staff:

A caseload snapshot will be taken on October 1 and March 1 to make the caseload determination. Per diem days will be prorated after each counting period. The October 1 count will be retroactive to the beginning of the year through February and the March 1 count will determine the pay for March through June.

If caseload maximum above is met, Special Education staff will print off a caseload report from IEP Online on October 1 and March 1. It will then be the individual staff member's responsibility to review the caseload count with the principal, obtain both parties' signatures and submit it to the Special Services Director for approval. The Special Services Director will then submit the caseload count to the Payroll Office for payment by the 10th of the current month for payment in the following month. No caseload count pay will be awarded after 60 days from the count date. Staff who are out of the classroom 10 consecutive days in any given month will no longer receive caseload count pay for that month.

School Psychologists:

The Director of Special Education will work collaboratively with the school psychologist group regarding work assignments and caseload; however, the Director maintains final authority.

Caseloads for school psychologists are:

- Elementary – 1:120
- Secondary – 1:150
 - If caseload exceeds 120 for elementary or 150 for secondary, the District and Association agree to work together to determine what additional compensation or staffing is needed.
- School Psychologists are granted 15 total days paid at per diem and calculated into the employee's regular pay and dispersed over 12 months. Five entry/exit days and the other 10 days to include outside of the contracted day meetings, evaluations, reevaluations, etc.

Speech and Language Pathologists:

The Director of Special Education will work collaboratively with the school SLP group regarding work assignments and caseload; however, the Director maintains final authority.

Caseloads for School Speech and Language Pathologists:

- 70 students for SLP or 120 for SLP + SLPA

- If caseload exceeds 70/120, the District and Association agree to work together to determine what additional compensation or staffing is needed.
- Speech and Language Pathologists are granted eight (8) total days paid at per diem and calculated into the employee's regular pay and dispersed over 12 months. Three (3) are entry/exit days and the other five (5) days are to include outside of contracted day meetings, etc.
- The district will pay applicable American Speech and Hearing Association (ASHA) membership and certification dues and Washington State license certification dues up to \$500.00. This is an annual district requirement, not a State requirement which generates Medicaid dollars for the district.

All Special Education classroom teachers as well as Special Education ESA Staff with less than 1.0 FTE status will receive the above prorated.

Career and Technical Education (CTE) Teachers

Full time CTE teachers will receive:

- Three (3) per diem responsibility days (these will be paid at per diem and dispersed over twelve (12) months).

*Utilizing and contingent upon ongoing Perkins V grant funding.

**CTE Staff with less than 1.0 FTE status will receive the above on a prorated basis.

J-Term

During years when a "J-Term" is utilized, upon approval by the principal, teachers may receive a maximum of six (6) hours for the planning and implementation of new "J-Term" course offerings (accounted for on a time sheet at \$35 per hour).

Sager Middle School Teacher on Special Assignment (TOSA) Dean of Students

The District and Association agree to add fifteen (15) additional days to the "SMS—TOSA Dean of Students" position to be used for planning, preparation and for data entry required for state and local reporting. Additionally, it is hereby agreed that the pay for these additional fifteen (15) days will be paid at the employee's per diem rate.

SECTION 11: SALARY SCHEDULE

2024-2025

<u>Years</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>MA</u>	<u>MA+45</u>	<u>MA90 Ph.D.</u>
0	\$ 53,044	\$ 54,476	\$ 55,959	\$ 57,449	\$ 62,222	\$ 63,593	\$ 68,368	\$ 71,446
1	\$ 53,759	\$ 55,210	\$ 56,714	\$ 58,266	\$ 63,091	\$ 64,301	\$ 69,125	\$ 72,181
2	\$ 54,438	\$ 55,905	\$ 57,424	\$ 59,096	\$ 63,906	\$ 65,014	\$ 69,822	\$ 72,912
3	\$ 55,140	\$ 56,619	\$ 58,154	\$ 59,881	\$ 64,681	\$ 65,689	\$ 70,484	\$ 73,651
4	\$ 55,826	\$ 57,371	\$ 58,886	\$ 60,702	\$ 65,532	\$ 66,396	\$ 71,223	\$ 74,413
5	\$ 56,537	\$ 58,089	\$ 59,648	\$ 61,534	\$ 66,345	\$ 67,115	\$ 71,926	\$ 75,177
6	\$ 57,266	\$ 58,785	\$ 60,400	\$ 62,378	\$ 67,165	\$ 67,851	\$ 72,640	\$ 75,906
7	\$ 58,550	\$ 60,091	\$ 61,725	\$ 63,812	\$ 68,670	\$ 69,231	\$ 74,087	\$ 77,448
8	\$ 60,425	\$ 62,053	\$ 63,726	\$ 65,985	\$ 70,910	\$ 71,402	\$ 76,328	\$ 79,809
9		\$ 64,083	\$ 65,841	\$ 68,181	\$ 73,221	\$ 73,596	\$ 78,638	\$ 82,239
10			\$ 68,327	\$ 70,850	\$ 75,982	\$ 76,295	\$ 81,429	\$ 85,167
11				\$ 73,238	\$ 78,482	\$ 78,683	\$ 83,928	\$ 87,742
12				\$ 75,551	\$ 81,049	\$ 81,166	\$ 86,494	\$ 90,424
13					\$ 83,679	\$ 83,735	\$ 89,125	\$ 93,170
14					\$ 86,323	\$ 86,381	\$ 91,941	\$ 96,022
15					\$ 89,019	\$ 89,076	\$ 94,809	\$ 99,018
16 or more					\$ 91,896	\$ 92,589	\$ 98,509	\$ 102,973

Any credits in excess of 45 may be counted after the MA degree.

Placement Criteria

- A. Placement on the schedule will be made by the Superintendent on the basis of:
1. Quarter hour credits earned in accredited institutions. Credits earned after the BA Degree but before the MA Degree in excess of forty-five (45) credits may be counted after the Master's Degree.
 2. Years of acceptable service as per state regulations.

3. Degrees.
4. Credits earned by the certificated instructional staff after September 1, 1995 shall be counted only if the content of the course:
 - a. is consistent with the school district's strategic plan for improving student learning;
 - b. is consistent with a school-based plan for improving student learning developed under Section 520(2) of this act for the school in which the individual is assigned;
 - c. pertains to the individual's current assignment or expected assignment for the following school year;
 - d. is necessary for obtaining endorsement as prescribed by the State Board of Education;
 - e. is specifically required for obtaining advanced levels of certification; or
 - f. is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment, as a certificated instructional staff.
5. Career and Technical Education (CTE) Nondegreed Staff placement is outlined in Appendix D.

B. Once credits earned by certificated instructional staff have been determined to meet one or more of the criteria A of this subsection, the credits shall be counted even if the individual transfers to other school districts.

C. Approved clock hours will be counted on the salary schedule as per state rules and regulations; 10 clock hours equal 1 credit.

A request for upward revision of contract and documentation of credits earned must be submitted by 11:59pm September 14th. Certificated staff members with a posted hire date after August 15th will have thirty (30) days to provide the above documentation to meet the upward revision of contract with documentation of experience and/or credits earned.

Note:

Pursuant to agreement June 2022 the following occurs:

2024-2025

IPD for all cells

SECTION 12: INSURANCE BENEFITS

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.

SECTION 13: LEAVES

A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for

- absence caused by mental or physical illness, injury, or other disability. Each teacher's portion of unused sick leave allowance shall accumulate to 180 days.
2. At the end of each year, the District will provide each teacher with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.
 3. After three (3) consecutive days of absence, the District may require a physician's statement.
 4. A teacher who is unable to perform duties because of personal illness, maternity or other disability, may, upon request, be granted a leave of absence for the remainder of the school year without pay at the exhaustion of sick leave.

Application for leave shall be made in writing to the Superintendent indicating the beginning and ending dates of the period. A teacher returning from such leave shall be placed in the position last held or a similar position in the District. If, for any reason, the employee is unable to return to work on the date indicated in the letter of application, the employee shall be deemed to have waived re-employment rights unless the Board further extends the leave of absence for a good cause.

B. Sick Leave Buy Back

Employees may cash in unused sick leave above an accumulation of sixty (60) days from the previous year's accumulation, at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at the rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month. At the time of separation from school district employment due to retirement* or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of employee for each four (4) days accrued sick leave for illness or injury. ([RCW 28A.400.210](#))

*For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement System (WSTRS).

C. Sick Leave Sharing

Employees are granted the right to donate sick leave in order to come to the aid of another employee who is suffering from, or who has a relative or household member suffering from, any of the following circumstances which has caused, or is likely to cause, the unit member to take leave without pay or terminate his/her employment.

- a. An extraordinary or severe illness, injury, impairment, or physical or mental condition;
- b. Is a victim of domestic violence, sexual assault, or stalking;
- c. Needs time for the purpose of parental leave to bond with a newborn, adoptive, or foster child;

- d. Is sick or temporarily disabled because of pregnancy;
- e. Has been called to service in the uniformed services;
- f. Is a current member or veteran of uniformed services as defined under RCW 41.04.005, or the spouse of such person, needing time for service-related care,
- g. An employee volunteering needed skills that are accepted by a governmental agency or nonprofit organization engaged in humanitarian relief when a state of emergency has been declared.

An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to donate leave to another employee. Employees cannot donate sick leave days that would result in a sick leave balance going below twenty-two (22) days.

All forms of paid District leave available for use by the recipient must be used prior to using shared leave. Employee may apply for Washington State Paid Family Medical Leave, but this is not required to be used prior to requesting shared leave. For an employee who is temporarily disabled because of pregnancy, or is using parental leave, the employee can maintain up to forty (40) hours of sick leave.

No employee shall receive an amount of donated leave which totals more than the length of their annual basic employment contract.

Requests for the initiation of a sick leave sharing program must be accompanied by a doctor's statement indicating that a valid medical condition exists which precludes the employee from returning to work. If the medical condition does not exist with the employee, then it must also be established that the family would greatly benefit from the personal attention of the employee.

Donated, but unused, leave days shall revert back to the employee who donated the leave days.

An employee receiving donated sick leave days shall receive the same benefits and pay as if he or she had been working.

Leave shall be deducted from the donor on a one hour-for-one hour use by the recipient.

Contributions of sick leave shall be on a voluntary basis and the names of donors shall be kept confidential. The District will make employees aware of the need for donations but shall be precluded from individual solicitations. The names of individuals who do or do not make donations shall not be published.

D. Maternity/Paternity Leave

A teacher requesting maternity/paternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for maternity/paternity leave should include a statement as to the expected date of return to employment and, within thirty (30) days after the childbirth, shall inform the employer of the specific day when she or he will return to work. During this leave, the employee is entitled to use accumulated sick leave for the period of actual disability as specified in the physician's statement. This physician's statement shall be attached to the employee's notification of return to work. Failure to notify

the employer of intent to return or failure to return to work on date stated, shall constitute a waiver of re-employment unless the Board extends the leave.

E. Adoption Leave

When adopting a child, a teacher requesting adoption leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for adoption leave should include a statement as to the expected date of return to employment, and, within thirty (30) days after the acceptance of child into the home, shall inform the employer of the specific day when she or he will return to work. During this leave, the employee is entitled to use accumulated sick leave. Failure to notify the employer of intent to return, or failure to return to work on date stated, shall constitute a waiver of re-employment unless the Board extends the leave.

F. Family and Medical Leave Act (FMLA)

All district employees who qualify under the conditions of the Family and Medical Leave Act may take up to 12 weeks of leave during any 12 month period for the employee's own health needs or to care for certain family members.

All FMLA will be deducted from the employee's accumulated sick leave until all sick leave is exhausted. When the sick leave has been exhausted, then all remaining days of FMLA will be taken without pay.

While on paid FMLA, employees are entitled to maintenance of all group health plan coverage and in most cases may purchase coverage when on unpaid status. When the employee returns to work from FMLA, they will assume the duties of the same position or a position equivalent to the one the employee held when leave commenced. ([District Policy #5404](#))

G. Family Leave Act/Paid Family and Medical Leave (FLA/PFML)

The District will follow the state law concerning the Washington Paid Family Medical and Leave Act.

H. Bereavement Leave

Each teacher shall be allowed five (5) days per year with full pay for death in the immediate family for use within the school year when the death occurred. Immediate family is defined as stated herein. Such leave unused shall be non-accumulative. Immediate family is defined as the employee's: spouse, father, mother, parents of spouse, grandparents, grandparents of spouse, children, brother, sister, brothers-in-law, sisters-in-law, grandchildren, aunt, uncle, niece, nephew, or any relative residing in the employee's household. The employee shall indicate the name and relation of the family member when requesting the leave.

Any additional incidents requiring bereavement leave for immediate family could be considered by administration during the same school year. It would be understood that any unused leave time from other sources would first be utilized before any additional bereavement leave time would be considered.

I. Business Leave

Each teacher shall be allowed five (5) days* per year non-accumulative, deducted from sick leave allowance, for employee absence due to emergency, business, professional, household, or personal matters that cannot be attended to outside of working hours. Prior approval must be given by the administration with the exception of emergencies. The use of business leave will be allowed immediately preceding or following a school holiday, provided a substitute is available. In no instance shall more than two (2) teachers from John Sager Middle School, two (2) teachers from College Place High School, and four (4) teachers from Davis Elementary School be allowed business leave on the same day.

*For those in their 20th year, see section J, Personal Leave

J. Personal Leave

Beginning with the twentieth (20th) year of employment in College Place Public Schools, one (1) day of personal leave will be allotted annually and can be taken in lieu of one (1) business leave day. Personal leave does not come out of sick leave.

For employees choosing not to use the personal leave day, the school district will agree to reimburse the employee at fifty (50) % per diem for the unused day. Compensation will be included in the July paycheck. Personal leave days may not be accumulated. This leave is to be taken according to mutual arrangement and agreement between the employee and the immediate supervisor.

K. Leave of Absence

1. Application shall be in writing to the Superintendent by March 1 of the school year prior to the year for which said leave is desired. The request will specify the reasons for which leave is requested. A certificated employee requesting leave shall be notified in writing no later than April 30 of the District's decision regarding the request for leave.
2. As unpaid leave of absence of up to one year may be granted to certificated employees by the Board of Directors. Said leave may be renewed upon written request to the Board. No more than five (5) certificated employees shall be granted such leave during any one (1) school year.
3. A certificated employee who has been granted a leave of absence shall be re-employed in the same or similar position. Administration shall contact the employee in writing of the position change no later than March 1 of the year in which he/she is to return. The employee shall notify the Superintendent in writing of his/her intent to return no later than March 15. Failure of the employee to notify the District in writing of his/her intent to return shall be deemed a voluntary resignation. The District will maintain the seniority and salary schedule rights of a certificated employee during the period of leave.
4. A certificated employee granted leave under this provision shall be on leave without pay or other benefits.

5. Exceptions may be granted by the Board

L. Leave Without Pay

The District allocates the leave listed above, but at times it may be necessary for an employee to request beyond the given allocations. Employees need to be aware of the implications of use of leave without pay:

1. LWOP must be requested through the supervisor and approved by the superintendent prior to the absence.
2. Approval of one or more LWOP does not set a precedent for future approval.
3. LWOP deducts from the employee's full time equivalent (FTE).
4. Failure to follow this process, or excessive requests of LWOP, may be grounds for disciplinary action.

SECTION 14: NON-CLASSROOM DUTIES

Employees shall not be required to use their own personal vehicles to drive students to or from activities. Each building principal shall establish an equitable system for handling non-classroom supervision of students.

SECTION 15: TEACHER FACILITIES

The District shall make provision in each school, at which certificated employees are assigned, for adequate storage and equipment and a system so that employees have access to their teaching assignment area and work area.

Air Quality Process

If a member has an air quality concern while at work they can:

1. Take it to their building P.A.T.
2. The building P.A.T. will evaluate the concern, see if it needs to be elevated to the Admin Team, and communicate their decision to the member within one month.
3. If it gets elevated, then the Admin Team will handle it at their next meeting and communicate the action to be taken to the member.

Notes

1. At any time a member can communicate their concern to their administrator and/or the Superintendent.
2. At any time a member can report it to their administrator and file a Workers' Compensation Claim. Forms are available online.

SECTION 16: LEAVE REPLACEMENT EMPLOYEES AND LONG-TERM SUBSTITUTES

A. Leave Replacement Employees

1. Leave replacement employees are hired by the district to fill a leave vacancy created when an employee of the district is on leave for all or part of the contracted teaching year.
2. Leave replacement employees shall receive the same benefits, accrue retirement credit, and in all other matters receive the same treatment, privileges, and benefits

as other employees of the bargaining unit. Such fringe benefits shall be proportionate to the time employed.

B. Long-Term Substitutes

Long-term substitutes are those who have been employed twenty (20) consecutive days or more in the same position during the current school year. Beginning on the twenty-first (21st) consecutive day of employment in the same position, long-term substitutes shall receive \$240 per day. Substitutes who cumulatively substitute thirty (30) full days in the same school year will begin being paid \$200.00 per day upon the thirty-first (31st) day and for each subsequent day.

ARTICLE IV – INSTRUCTION

SECTION 1: TEACHER WORK LOAD

The K-5 basic education regular classroom student/teacher class loads shall be based on the following levels and paid at a daily rate based on: BA+90 at zero years of experience / # student days per year / 26 FTE. The daily rate will be paid per enrolled student FTE over the limit listed below.

Building Secretaries will print off an enrollment report for each teacher the first student day of each month, except September when the report and count day will be the 2nd Monday of the month. The September count will be retroactive to the beginning of the year. October through June counts will be used for the entire month. It will then be the individual teacher's responsibility to review the overload enrollment count with the principal, obtain both parties' signatures and submit it to the Payroll Office for payment by the 10th of the current month for payment in the following month. No overload pay will be awarded after 60 days from the count date. Overload payments will be made on a monthly basis.

Class loads shall be based on the following:

Grades K-3 (includes PE, Band, Music, Library)	23 FTE students/teacher
Grades 4 & 5 (includes PE, Band, Music, Library)	26 FTE students/teacher
Middle School Grades 6-8 (choir & band only)	45 FTE students/teacher
Grades 6, 7, & 8 (includes PE & Library)	30 FTE students/teacher
Grades 9-12 (excluding PE, Choir, & Band)	32 FTE students/teacher
Grades 9-12 PE, Choir, & Band	35 FTE students/teacher

The 6th- 12th grade basic education student/teachers class loads shall be based on daily FTE student enrollment per class period. If an individual classroom exceeds the load limit for the grade, then the individual instructor will receive supplemental pay of \$2.75 per student hour (class period) for each student above the grade limit for that class period capped at the daily rate, as calculated above, per averaged enrolled student.

K-5th grade physical education, music, band, and library are paid \$1.50 per student per class period over the established class load limit.

6th - 12th grade PE, library, choir and band are paid at \$1.50 per student per class period over the established class load limit, capped at the daily rate, as calculated above, per averaged enrolled student.

The overload language above does not apply to specialist areas such as computer, federal programs, counseling, special education, remediation, bilingual, etc., except in cases where these programs provide required prep time for certificated teachers.

Staff who are out of the classroom 10 consecutive days will no longer receive overload pay starting the 11th day. Additionally, teachers will not be paid overload for students, as noted on the monthly enrollment submitted by the building Secretary, who are listed on their roster and do not attend their class.

At the end of the fifth (5th) day of a given school year, or in the event a teacher(s) believes his/her class load reflects an inequitable student distribution either because of the number or composition of students or the placement of disruptive students has created an unmanageable problem in the learning environment, the following procedures will apply:

- A. The building administrator shall meet with the affected certificated employee(s) and their building negotiator to cooperatively analyze the situation and develop alternative plan(s) of solution.
- B. The building administrator and affected employee(s), along with their building negotiator, will meet with the Superintendent to discuss the problem and alternative solutions.
- C. Recommendations arising from this conference shall be relayed to the School Board for authorization if such authorization is necessary.
- D. Superintendent and/or Board final determination of action to be taken shall be announced to the building administrator and affected employee(s) with five (5) school days of the Superintendent conference or Board meeting, whichever is appropriate.

SECTION 2: CLASSROOM VISITATION

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

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal or his designee has conferred with the employee, if possible.
- B. Whenever possible, the employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
- C. This provision does not apply to administrators and Board of Directors members.

SECTION 3: STUDENT DISCIPLINE

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be

enforced fairly and consistently, regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws.

The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District, and shall give immediate response to all employees' requests regarding discipline problems. Further, the authority of employees to use reasonable disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations and locally developed policies and procedures. Reference: [WAC 392-400-110](#), [RCW 28A.600.020](#), and Board Policies [3241](#) & [3241P](#).

SECTION 4: STAFF DEVELOPMENT

The Superintendent may grant requests by employees without loss of salary, to attend staff development as it pertains to the District's plans for improved student learning.

Requests to attend any such staff development shall be made in writing not less than two (2) weeks prior to the date of the meeting, to the Superintendent, with prior approval by the building administrator, with such request being accepted up to, and including, June 15th.

Travel and personal expenses shall be reimbursed to the individual on a pre-determined basis if prior budget approval has been given.

SECTION 5: PRINCIPAL ADVISORY TEAM

There shall be established Principal Advisory Team at each building for the purpose of providing employees participation in the educational decision-making process at the building level.

- A. Certificated employees shall be selected by their peers at each building to serve a one (1) year term on the Principal Advisory Team.
 - a. Davis shall have up to four (4) certificated employee representatives and no less than three (3).
 - b. John Sager Middle School and College Place High School shall have three (3) certificated employee representatives.
- B. It shall be the responsibility of each teacher to become familiar with current building matters and to plan in advance accordingly.
- C. The building principals shall attend their respective advisory team meeting.
- D. Each building advisory team may meet separately or have joint meetings between building advisory teams as the need arises. Each principal advisory team shall develop their own operating procedures.

E. Matters which are appropriate for each principal advisory team to consider, but not limited to, are the following:

1. student discipline (Policy [3241](#) & [3241P](#))
2. building budget
3. curriculum materials and supplies
4. school events/parental participation
5. in-service programs
6. faculty meetings
7. calendar of events
8. school policies
9. school-based threat assessment ([2SHB-1216](#))

Each Principal Advisory Team is encouraged to meet on a monthly basis throughout the school year. Meeting times shall be held outside the normal employee workday. Employees shall be paid \$35 per hour. The team members are each allotted up to 18 hours of meeting time per school year.

SECTION 6: DISTRICT WORK

When the District office requests District level work, the District will attempt to convey the full nature of the team's charge, the nature of the results expected, tentative timeline, and who is responsible for team's leadership.

Where categorical funds are available, participants may be compensated at \$35 per hour for administratively required work outside of the normal contract hours. Completed time sheets shall be submitted to the building secretary or designee. The building secretary or designee will apply a date notation at the time of receipt. Time sheets will be submitted not later than the 10th day of the month following the month in which the work was completed. Late submission will result in a 50% reduction.

If desired, a participant may request the team leader to write a letter of participation for their personnel file.

Student Focus Team Meetings (SFT)

Each building will be allocated:

- one classroom teacher slot per grade level
- up to two one-hour Student Focus Team (SFT) meeting times per month
- Paid at the "District Work Rate"

High Needs Areas Agreements

The District may choose to enter into an agreement with a staff member, in order to support the staff member, when the District has identified an area of need and it is necessary for the staff member to acquire an endorsement or additional specialized training. The agreement will outline the disbursement/reimbursement of course costs. The District will notify the Association of the need for an agreement.

COLLECTIVE BARGAINING AGREEMENT
College Place Public Schools and Walla Walla Valley Education Association

ARTICLE V – DURATION AND SIGNATORY PROVISION

This Contract shall remain in full force and effect from September 1, or its signing date if after September 1, until September 1 of the subsequent contract, or its signing date if after September 1, as amended, ratified, and signed as follows:

Either party may, upon written notice no later than July 1st, give notice of its intent to negotiate a successor Contract to the other Party as indicated below:

1. For the purpose of bargaining language effective for the 2024-2025 contract year this document shall be reopened to negotiate insurance benefits, and calendar.
2. For the purpose of bargaining language effective for the 2025-2026 contract year this document will be completely open.
3. For the purpose of bargaining language effective for the 2026-2027 contract year this document shall be reopened to negotiate insurance benefits, calendar, and any two (2) sections.

However, upon mutual written consent of both parties, this Contract may be modified at any time. Any and all such modifications shall be in writing.

In Witness of, the parties below have entered into this agreement in good faith on the 27th day of June 2023.

For the Association:

For the District:

Lead Negotiator

Board President

Association President

Superintendent

APPENDIX A
COLLEGE PLACE SCHOOL DISTRICT NO. 250
and WALLA WALLA VALLEY EDUCATION ASSOCIATION

GRIEVANCE FORM A

NOTICE OF GRIEVANCE

Grievant _____

Date of Formal Presentation _____ Level Filed 1 _____ 2 _____ 3 _____

Home Address _____

Telephone (Home) _____ (School) _____

School Name _____

Immediate Supervisor _____

Subject Area / Grade Level _____ Association _____

Representative _____

STATEMENT OF GRIEVANCE

- A. Date Grievance Occurred:
- B. Policy(s), Rule(s), Regulation(s), and Section(s) of Agreement Related to Grievance:
- C. Person(s) Involved Other than Grievant:
- D. Statement of Dispute:

ACTION REQUESTED

Distribution of Form:

- Immediate Supervision
- Association
- Grievant
- Superintendent

Signature of Grievant

Signature of Association Representative

APPENDIX A1
COLLEGE PLACE SCHOOL DISTRICT NO. 250
and WALLA WALLA VALLEY EDUCATION ASSOCIATION
ADMINISTRATION DECISION / ASSOCIATION RESPONSE

Grievant _____

Date of Formal Presentation _____

School _____

Level of Response: 1___ 2___ 3___

Person Responding: _____ Title: _____

Response: _____

ADMINISTRATION DECISION / PROPOSED SETTLEMENT

Signature of Administrator

Date of Decision

GRIEVANT'S RESPONSE (optional)

STATEMENT OF APPEAL

I accept the Administrative decision above;

I refer the above decision to the next level

____ Level 2 ____ Level 3 ____ Level 4

DATE OF RESPONSE _____

Signature of Grievant

Distribution of Form:

Immediate Supervisor

Superintendent

Association

Grievant

APPENDIX B

**REPRESENTATION FEES CHECK-OFF AUTHORIZATION AND
ASSESSMENT**

Name_____

Address_____

City_____ State_____ Zip_____

To: College Place School District #250

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the charitable organization representation fees equivalent in amount to the membership dues and assessments as certified by the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to the District and the College Place Education Association between August 1 and August 31 of any calendar year, and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

Date

Signature

APPENDIX C

Clubs and Activities

Determination and Stipends

Determination

1. Staff member will notify Principal of intent to start a club/activity
2. Staff member will submit request to Association representative
3. Association representative will take the request to the team: building principal, Association appointed person, and district office staff member
4. Team will determine if criteria is met/not met
5. Team will notify the staff member of determination

The district reserves the right to cancel or terminate a club/activity if participation does not warrant continuation, there is a lack of a qualified advisor, insufficient funds, and/or the club/activity does not operate in accordance with written schedule and plan. The District also reserves the right to create new positions at any time.

Clubs

Each club will meet the following requirements and guidelines:

- A. Advisors will work with principals to develop a schedule and plan for a minimum 50 hours of time between student contact time and administrative duties (a minimum of 30 hours must be spent in direct contact with members of the club each year). If the advisor is an employee of the district, these 50 hours must be outside of their regular contract.
- B. Be approved by the building ASB including a constitution, by-laws, and budget documents.
- C. Must follow ASB fundraising/purchasing requirements.
- D. Must elect officers, have regular meetings, and take minutes.
- E. Must have a minimum of ten (10) students.

Club Advisors	Stipend
MS ASB	\$1300
MS FBLA	\$1300
HS FCCLA	\$2100
HS ASB Option A: Stipend for an individual who is teaching the Leadership Class and in the role of ASB Advisor. (no class advisor stipends)	Option A: \$2,100

Option B: Stipend for an individual who is in the role of ASB Advisor and there is no leadership class. (no class advisor stipends) Option C: Stipend for an individual who is in the role of ASB Advisor and there is no Leadership Class but there are Class Advisors. Class Advisor stipends are as follows: 9th Grade-\$250, 10th Grade-\$350, 11th Grade-\$400*, 12th Grade-\$400*. *Additional \$100 Stipend rate will go to whichever class hosts the Prom. Total stipend would then be \$500. Option D: Stipend for an individual who is in the role of ASB Advisor and there is a Leadership class but they are not the instructor. (no class advisor stipends)	Option B: \$4,000 Option C: \$2,500 Option D: \$2,500
HS FBLA	\$2100
HS FFA	\$2100

Activities

Each Activity will meet the following requirements and guidelines:

A. Advisors will work with principals to develop a schedule and plan for a minimum of 16 hours of time between student contact time and administrative duties (a minimum of 10 hours must be spent in direct contact with the members of the activity each year). If the advisor is an employee of the district, these 16 hours must be outside of their regular contract.

B. Must have a minimum of five (5) students.

Activity Advisors	Stipend
MS Choir Director	\$600
MS Band Director	\$600
HS Yearbook	\$1700
HS Play Director	\$1100
HS Choir Director	\$1100
HS Band Director (includes playing at a minimum of 6 sporting events)	\$2100

APPENDIX D



The District and the Association agree that we will use the 2018-2019 S-275 language regarding CTE Nondegreed staff for placement on the salary schedule.

Management Experience for placement on the salary schedule:

For nondegreed vocational/career and technical education instructors, up to a maximum of six years of management experience as defined in WAC 181-77-003 acquired after the instructor meets the minimum vocational/career and technical education certification requirements of three years (six thousand hours) established in WAC 181-77-041(1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. If a degree is obtained while employed in the state of Washington as a nondegreed vocational/career and technical education instructor, the eligible years of management experience pursuant to this subsection reported on Report S-275 prior to the awarding of the degree shall continue to be reported but shall not increase.

Nondegree credits for placement on the salary schedule:

Clock hours of occupational experience used in determining nondegree credits according to WAC 392-121-259(3)(a) are counted after three years (6,000 hours), not after the initial vocational (CTE) certificate is issued. Also, nondegree credits based on clock hours of occupational experience may be recognized for nondegreed instructors holding conditional vocational (CTE) certificates.

Nondegreed CTE certificated instructors can earn one credit for each 100 clock hours of occupational experience as defined in WAC 181-77-003(7), subject to the following conditions and limitations:

- Clock hours of occupational experience used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements of three years (six thousand hours) as established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.
- Nondegree credits based on occupational experience shall be limited to a maximum of twenty credits per calendar year.

- Nondegree credits based on occupational experience shall exclude experience determined pursuant to WAC 392-121-264 (1)(a) through (d).
- One credit for each ten clock hours of vocational/career and technical education educator training meeting the requirements of WAC 181-77-003 (2), (9), or (12). Clock hours of vocational/career and technical education educator training used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements as established in WAC 181-77-041 (1)(b) and (c), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. (4) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262. (5) Accumulate credits rounded to one decimal place.