

COLLECTIVE BARGAINING AGREEMENT

Between

CUSICK SCHOOL DISTRICT NO. 59

and the

CUSICK EDUCATION ASSOCIATION

September 1, 2023 - August 31, 2026

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PREAMBLE

It is hereby agreed that the Cusick Education Association, Eastern Washington UniServ Council, Washington Education Association, and the National Education Association, hereinafter called the "Association," and Cusick School District No. 59 of the state of Washington, hereinafter called the "District," shall be bound by the following terms of this contract commencing at midnight following the date of ratification except those stipulated as retroactive.

This contract shall be considered ratified when signed by the appropriate District and Association representatives.

ARTICLE I - ADMINISTRATION

Section 1 - Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative for all professional certificated personnel, hereinafter referred to as "employee," whether under contract, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the District. The term "employee(s)" throughout this document is operationally defined as a certificated person represented by the Association. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the Superintendent, any other administrator who teaches less than three (3) periods a day and who is involved in evaluating employees and substitutes serving for less than twenty (20) consecutive days, or thirty (30) accumulative days in the previous school year.

Section 2 - Status of Agreement

- A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual written consent of the parties.
- B. This Agreement shall supersede any rules, regulations, or policies, resolutions, or practice of the District which shall be contrary to or inconsistent with its terms.
- C. Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with this Agreement shall remain in full force.

Section 3 - Conformity to Law

The terms of this Agreement shall be superseded by all federal and state laws and local ordinances incompatible with such terms. If any portion of this Agreement is held invalid by a tribunal of competent jurisdiction, that portion shall be stricken without effect to the remainder.

Section 4 - Distribution of Agreement

Following ratification signing of this Agreement, the Association shall design and prepare proof copies of the Agreement at Association expense. The cost of the printing of the Agreement shall be borne equally by the District and the Association. The Association shall distribute to all employees copies of this Agreement. Copies shall be provided to the District and the Association. All employees new to the District shall be provided a copy of the Agreement by the Association upon issuance of their personal service contract and such Agreement shall be available for review to all applicants for teaching positions.

Section 5 - Contract Compliance

All individual employee contracts between the Board and the individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. All individual employee contracts shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed between the Association and the District. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling. Individual employee contract used by the District shall include:

- A. Continuing Contract
- B. Provisional Contract
- C. Replacement Contract

ARTICLE II - BUSINESS

Section 1 - Dues, Deductions, and Representation Fees

- A. Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the president of the Association and shall transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office.
- B. The deductions authorized above shall be in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees hired after September 30 will pay the same dues as continuing members for the months remaining in the membership year. The District agrees to remit promptly directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employment of the District. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association.
- C. The Association agrees to reimburse any employees from whose pay Association dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate received the excessive amount.

1. Membership Deductions:

Within ten (10) days of their commencement of employment, employees may sign and deliver to the District an Assignment of Wages Form which is attached hereto and incorporated in this Agreement (see Appendix D). Such form shall authorize deduction of membership dues and assessments of the Association and Eastern Washington UniServ Council (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Superintendent and the Association, signed by the employee, and received between August 1 and August 31 preceding the designated school year for which revocation is to take effect.

2. Hold Harmless:

The Association will indemnify, defend and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of Association dues, representation fees or charitable

organization charges. The Association agrees to refund to the District any amounts paid in error on account of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

Section 2 - Association Rights

- A. The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business subject to scheduling on the school facilities calendar.
- B. The Association shall have the right to use District facilities and equipment. The Association shall be responsible for any damage or loss of such equipment while being used by the Association and shall reimburse the District for any supplies used.
- C. The Association shall have the right to post notices of activities and matters of Association concern on the bulletin boards to be provided in each faculty lounge of each building in the District.
- D. The Association shall have the right to use the employee mailboxes for communication purposes.
- E. The District agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District including but not limited to annual financial reports, budgets, and audits, register of certified personnel, agendas and minutes of all Board meetings, treasurer's reports, census and membership dates, names and addresses of all employees, salaries paid thereto and educational background, and such other information as will assist the Association to adequately represent the employees. School board minutes shall be posted to the website within one day of receiving official approval by the Cusick School Board of Directors. Copies of the school policies and procedures will be available to all employees in notebooks in the district office and in electronic format on the school website.
- F. The District shall consult with the Association on any new or modified levy programs, construction programs, or major revisions of educational policy prior to their adoption.
- G. The District shall place on the agenda of each regular Board meeting as an early item for consideration under "New Business" any matters brought to its attention by the Association so long as those matters are made known to the Superintendent's office by noon on the Wednesday prior to said meeting.
- H. The District will ensure same sex locker room adult supervision will be present for middle school and high school PE classes for every class period.

- I. The District will provide the school board agenda and accompanying documents for each school board meeting on a shared document or electronic format available to all teaching staff.

Section 3 - No Strike

The Association agrees during the life of this Agreement not to enter into or encourage any strike, honoring of picket lines, sit down, or slow down.

Section 4 - Management Rights

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

- A. The Board, under the powers vested by the state of Washington, maintains the right to direct the activities of the District, to hire, promote, place on probation, discharge, and nonrenew the contract of an employee for sufficient cause.
- B. The Board shall maintain the right to make reasonable rules and regulations to continue an efficient and educationally sound operation.
- C. The Board shall determine financial policy; accounting procedures; determination of safety and health measures; enforcement of rules and regulations; the direction of work forces in the system; the creation, modification or elimination of any position; establishment and revision of school calendars; and the establishment or elimination of curricular and extracurricular programs or positions.
- D. The exercise of the foregoing rights shall be limited only by the specific and expressed terms and provisions of this Agreement and the Constitution and laws of the state of Washington.

Section 5 - District/Citizen's Advisory Committees

- A. The Association shall have the right to representation on District sanctioned committees within and/or pertaining to the District, including but not limited to study committees, citizen's advisory committees, and curriculum committees to the extent that the work of such committee relates to the working terms and conditions of employment of the employee. The Association shall be excluded from representation where prohibited by law.
- B. The Association shall have the opportunity and option to appoint members to participate on any such committee as defined herein above.
- C. If the results of such a committee's work are presented in writing, then a copy of the written report shall be provided to the Association. The Association shall receive written explanation of Board action on all committee reports upon request.

- D. The Association may waive its rights to appoint employees to any sanctioned committees when the Association deems that it would be in the best interest of the District and the Association.

Section 6 - Quarterly Admin/CEA Meetings

Labor management meetings will be conducted quarterly at mutually agreed upon dates and times.

ARTICLE III – PERSONNEL

Section 1 - Layoff and Recall

- A. The term "layoff" as used herein refers to action by the District reducing the number of employees in the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for sufficient cause.
- B. Teachers with valid contracts will not be laid off during any school year. In the event of layoff, the District shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which layoff would occur.
- C. Teachers shall not be laid off pursuant to a necessary reduction in personnel unless all available revenues of the District projected for the forthcoming fiscal year will not provide for a balanced budget as defined as expenditures not exceeding income.
- D. In the event that the District anticipates a layoff of employees, the District will notify the Association at least thirty (30) calendar days before May 15 and shall provide the Association with a detailed report on the financial affairs of the District demonstrating that the projected revenues will not provide for a balanced budget and provide evidence of its efforts. If it is later determined that there is sufficient funding, member(s) will be recalled.
- E. Highest priority will be given to maintaining existing curriculum and staff to support that curriculum. High priority will then be given to maintaining current pupil/employee ratios in the classroom. The Association may make recommendations to the Board of Directors about possible reductions in expenditures.
- F. Categories and Departments
 - 1. Seniority. Layoff shall be by seniority only.
 - a) Seniority is defined as length of service within the District as of the employee's first working day: provided that any employee employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for working experience from any public school district(s) in the state of Washington. Less than full year work shall be computed as the actual number of days employed by a district(s) as a full-time employee or long-term substitute as defined by state law. A temporary employee hired to replace an employee on leave shall be afforded seniority from the date of hire to replace such employee.
 - b) By November 1 of each school year, the District will post and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority. Each employee is responsible for verifying his/her seniority ranking and reporting in writing any dispute about ranking to the District and Association. Any employee failing to

protest ranking within 15 days of posting is presumed to have concurred with the posted ranking.

- c) Any disputes over rankings not resolved by February 1 shall be submitted to expedited arbitration after which a finalized, corrected seniority list shall be posted in each building and copy provided the Association. Service and academic credits accrued after initial posting of the list shall not be applicable until the ensuing year.
- d) No personnel outside the bargaining unit shall be included in the seniority list.
- e) Employees to be laid off shall be those ranked lowest on the layoff list.

G. Layoff Procedure. The following procedure will be implemented:

- 1. Staff requirements and projected student enrollment for all schools in the District will be listed by building.
- 2. Staff selected to fill requirements will be made from the seniority list in descending order from most seniority to least seniority; regardless of percentage of FTE, provided that where working assignments require special certification by state regulation such assignments will be filled with employees currently holding such special certificates;
- 3. Full and part-time employees shall be listed together on a single seniority list in descending order. The district shall not be obligated to offer a part-time employee increased percentage of FTE, nor shall a full-time employee be obligated to take a part-time position. However, the district shall offer remaining work to qualified part-time employees before posting for external applications.
- 4. The District shall allow up to three paid days of accumulated leave for each employee laid off upon notice of layoff for use in seeking reemployment elsewhere.

H. In the event that more than one (1) individual employee has the same seniority ranking, all employees so affected will be ranked in accordance with the number of education credits beyond the BA degree from greatest to least. Education credits shall be noted on the seniority-ranking list.

I. In the event that more than one (1) individual employee has the same number of credits after applying the above provisions, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

J. All retained employees face possible reassignment to fill essential teaching vacancies. The annual evaluations of employees so affected shall bear the notification, if applicable, that the assignment upon which they are being evaluated is an emergency assignment outside of their major area.

K. Recall Procedures:

1. After program cuts have determined how many positions would be eliminated, employees laid off under this provision shall be included in a recall pool. Reassignment from this pool to existing vacancies shall be made on the basis of qualification. Where qualifications are the same, then seniority shall be the deciding factor in reassignment. Employees who were 1.0 FTE at the time of the layoff shall be offered recall to part-time positions before part time employees with equal or lesser seniority. No new employees shall be hired to fill existing or new teaching positions until the pool has been exhausted.
2. The District shall give written notice of recall from layoff by sending a certified letter with return receipt requested to said employee at his/her last known address. A copy shall be sent to the Association. It shall be the responsibility of each employee to notify the District of any change in address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee. Employees so notified shall respond within seven (7) business days of the date of posting or the District shall be free to notify the next person on the list. Employees who fail to accept a position when so offered will be removed from the list. Failure to report to work when offered a recall will constitute a fail to accept.
3. If no specific substitute has been requested, a position of substitute employee shall be offered to employees on recall in rotating alphabetical order before any other person is offered such a position.
4. Employees shall retain recall and substitute rights on the basis of one year for each year of employment with the District up to three (3) years maximum. For part-time employees, a minimum of one year is guaranteed.

L. Due Process:

This Agreement shall not deprive any employee of due process afforded by law.

Section 2 - Just Cause

- A. No employee shall be disciplined without just and sufficient cause. Such discipline shall be administered privately.
- B. A policy of progressive discipline shall be followed which normally begins with a verbal warning, progresses to a written reprimand, then to suspension with pay and when required

by the circumstances, including discharge or nonrenewal as final actions. The normal progression may be bypassed if the circumstances so warrant.

- C. Just cause shall be extended to all employees in the bargaining unit regardless of employment status or assignment.
- D. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision of the Agreement prior to the action being taken.
- E. All information forming the basis for any discipline shall be made available in writing to the employee, and, upon approval or request of the employee, to the Association.
- F. An employee who has been disciplined and thereafter goes for one (1) year without further discipline shall have the notice of discipline removed from the personnel file and destroyed in accordance with laws regarding retention of such records.
- G. Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee within ten (10) working days may not be used as the basis for or in support of any disciplinary action against the employee.

Section 3 – Nondiscrimination

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, private and personal life, age, sex, marital status or the presence of any handicap except as required in accordance with this Agreement, as otherwise provided by law, and provided that such handicap shall not significantly affect his/her duties as an employee.

Section 4 - Academic Freedom

- A. Employees shall be responsible for following established curriculum; however, the method of presentation shall be determined by the teacher. The employee, while utilizing the basic materials furnished by the District, shall be authorized to supplement the basic program so as to enrich the educational opportunities provided for the students.
- B. The parties recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that employees alone cannot be held accountable for aspects of the academic achievement of the pupil in the classroom.

- C. As a component of academic freedom, employees shall be responsible for decisions consistent with Board policy regarding the methods and materials used for the instruction of the students.
- D. No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen to or record the procedures in any class without mutual consent of the employer and employee.

Section 5 - Personnel Files

The District shall maintain the employee personnel file at a central administration location.

- A. Employees shall at a reasonable time and location have the right to inspect all contents of their complete personnel file. Upon request, a copy at District expense, of any document contained therein shall be afforded the employee. Multiple copies shall be afforded the employee at the employee's expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.
- B. It is recognized that the evaluator may need to maintain an anecdotal record and/or working file in order to aid the evaluator in the evaluation process. Such material shall not be kept beyond the completion of the evaluation and shall not be placed in the personnel file.
- C. At the employee's written request, anyone may be present at this review.
- D. Each employee's personnel file shall contain the following minimum items of information:
 - 1. All employee evaluation reports
 - 2. Copies of annual contracts
 - 3. Background check
 - 4. A valid teaching certificate, and
 - 5. Transcript of academic records
- E. All employees shall submit all information required for their personnel file including supporting documents by October 1. Pay will not be adjusted after October 1. Failure to do so may result in their paychecks being withheld until such information is received or appropriately requested from the appropriate source. Failure to provide a valid teaching certificate at any time may result in an employee's immediate removal from a teaching position. Such information shall be submitted on the forms provided by the District in accordance with the attached instructions. Such forms must be completed in their entirety neatly and legible.
- F. Any material not shown to an employee within ten (10) days after receipt or composition by the district shall not be allowed as evidence in any grievance or in any disciplinary action against said employee.

- G. No evaluation, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed in their personnel file without the employee's knowledge. An employee may attach his/her own comments for inclusion in the personnel file.
- H. Only those detrimental statements originating from a professional source shall be included in an employee's personnel file. Professional source shall be defined as medical, legal or educational. The Board as a body shall be considered an educational professional source.
- I. Upon request by the employee, the Superintendent or his/her official designee shall sign to verify contents.
- J. A written credit record/verification of courses taken shall be submitted no later than September 15, with formal transcript submitted by October 1 to count for September payroll per WAC 392-121-021 and 392-121-220.

Section 6 - Employee Evaluation – Purpose

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in WAC 392-191A-050:

- A. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
- B. To identify, in consultation with classroom teachers, areas in which their professional performance is distinguished, proficient, basic, or unsatisfactory, and areas in which the classroom teacher needs to improve their performance.
- C. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

Section 7 - Qualifications Of Evaluators

- A. The term “Evaluator” shall mean the building administrator of the employee being evaluated. Such administrator shall be made known to the employee as their evaluator within ten (10) working days of the beginning of the school year.
- B. The District will comply with . RCW 28A.405.120.

Section 8 - Definitions

- A. “**Artifacts**” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.

- B. **“Evidence”** shall mean any artifact used as part of the evaluation.
- C. **“Classroom Teacher”** shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teacher” does not refer to other bargaining unit members who do not meet this definition.
- D. **“Component”** shall mean the sub-section of each criterion.
- E. **“Instructional Framework”** means one of the approved instructional frameworks adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100. The parties have selected the Marzano instructional framework.
- F. **“Evaluation”** shall mean the ongoing process of identifying, gathering, and using information to improve professional performance, and assess total job effectiveness.
- G. **“Evaluation Criteria”** shall mean the minimum eight (8) evaluation criteria for classroom teachers specified in WAC 392-191-006.
- H. **“Evaluation Report”** shall mean that document which becomes a part of the employee’s personnel file.
- I. The term **“Not Satisfactory”** shall mean:
1. Provisional Teachers and Teachers with five (5) years or less teaching experience in the State of Washington: Receiving a summative score of one (1) is not satisfactory performance.
 2. Continuing Contract Teachers with more than five (5) years’ experience in the State of Washington: Receiving a summative score of Unsatisfactory (one) (1)) is not considered satisfactory performance. Receiving a summative score of Basic two (2), for two (2) years in a row or two (2) years within a consecutive three-year period, is not considered satisfactory performance.
- J. **“Observation”** shall mean the gathering of evidence made through classroom or worksite visits for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.
- K. **“Provisional Employee”** shall mean any employee in a teaching or other non-supervisory certificated position during their first three (3) years of employment.
1. Provisional employees are subject to nonrenewal of contract during the first three (3) years unless:

- a) The employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be a provisional employee in their first (1st) year of employment; or
- b) The classroom teacher has received an evaluation rating of Unsatisfactory – Level One (1) on the Four (4) level rating system established under RCW 28A.405.100 during their third (3rd) year of employment, in which case the teacher shall remain subject to nonrenewal of employment until they receive a Basic – Level Two (2) rating or higher; or
- c) The Superintendent decides to remove an employee from provisional status if the employee receives one (1) of the top two (2) evaluation ratings during the second year of employment by the District.

2. Provisional employees shall be observed for thirty (30) minutes in the first ninety (90) calendar days. In the third year of provisional status, employees shall be observed for a minimum of ninety (90) minutes during the evaluation year.

- L. **“Informal Observation”** shall mean a documented observation that is not required to be pre-scheduled.
- M. **“Rubrics”** shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
- N. **“Scoring Band”** shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

Level 1	Unsatisfactory =	8 – 14
Level 2	Basic =	15 – 21
Level 3	Proficient =	22 – 28
Level 4	Distinguished =	29 – 32

Component scores within a criterion will be averaged and rounded to reach a final criterion score.

- O. **“Student Growth”** shall mean the growth in subject-matter knowledge, understanding, and/or skill between two points in time, in context of meeting standards/course requirements.
- P. **“Student Growth Data”** shall mean data that is relevant multiple measures used to demonstrate growth that can include classroom -based, school based, school district based, and state-based tools. Measures used to demonstrate growth must be appropriate, relevant and may include both formative and summative measures.

- Q. **“Summative Performance Ratings”** shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient, and Level 4 = Distinguished.

Section 9 - Training on Evaluation Process

Training on the evaluation process and tools to be used will be made available to all instructional staff within the first 60 days of the school year.

Section 10 - Evaluation Process

- A. Notification: Within the first ten (10) days of each school year, or, in the case of new employees hired after the beginning of the school year, within ten (10) days of hire, the teacher will be notified whether the teacher will be evaluated using a comprehensive or focused evaluation form. Where appropriate, evaluators may use group meetings for this purpose.
- B. Self-Assessment: All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year’s comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No classroom teacher will be required to complete or share the Self-Assessment form with their evaluator.

Section 11 - Comprehensive Evaluation Option

A comprehensive evaluation will be required for all teachers who are provisional employees or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every six (6) years.

A. Professional Goals – Comprehensive Evaluation

Teachers on a comprehensive evaluation will develop professional goals and timelines, will monitor their progress, and will make adaptations as needed. The plan will be guided by the self-assessment of the prior year’s comprehensive evaluation and must include two (2) instructional goals. The evaluator and employee shall mutually agree on the employee’s professional growth and development plan and goals for the year.

B. Pre-Observation Conference – Formal Observation

A pre-observation conference shall be held prior to a formal observation or series of observations. The purpose of the pre-observation conference is to discuss the employee’s goals establish a date for the formal observation(s), and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

C. Formal Observations

1. The first of at least two (2) pre-arranged formal observations for each employee shall be conducted within the first ninety (90) calendar days for provisional employees or by February 1 for non-provisional employees on comprehensive evaluation. The total annual observation time cannot be less than sixty (60) minutes.
2. Employees in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time for the school year of no less than ninety (90) minutes.
3. If mutually agreed upon, the second thirty (30) minutes of required observation may be broken into smaller time increments. Only one (1) pre- observation conference will be required for that series of observations.
4. The evaluator will provide a written electronic copy summary and provide a copy to the employee within three (3) days following the completion of said summary.
5. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference and be used to determine the final evaluation score.
6. The final formal observation shall occur prior to May 1.

D. Post-Observation Conference – Formal Observation

1. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.
2. A post-observation conference shall be held following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one post-observation conference will be required for that series of observations.
3. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher may attach written comments to the observation notes.

E. Informal Observations

1. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

2. Informal observations do not have to be in the classroom. PLC meetings may be used for Informal Observations.
3. If the evidence is to be used in the evaluation process, the teacher will be notified in writing within seven days.

F. Final Summative Evaluation Conference – Comprehensive Evaluation

1. Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score.
2. Any student growth evidence must be submitted to the evaluator prior to the final evaluation. Any other evidence must be submitted to the evaluator by May 1, unless the evaluator and teacher mutually agree to a later date.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
4. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

G. Comprehensive Evaluation Summative Score

1. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher's criterion scores are established using at least 50% of the components, with at least one elemental score for that component, from each criterion and 100% of the student growth components. The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follows:

Unsatisfactory =	8 – 14
Basic =	15 – 21
Proficient =	22 – 28
Distinguished =	29 – 32

2. Component scores within a criterion will be averaged and rounded to reach a final criterion score.

H. Student Growth Impact Rating

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these

components and the employee is given a score of low, average, or high based on the scores below.

2. Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher's student growth impact rating.
3. The following scoring band will be used to determine the student growth impact rating.

5 – 12	13 – 17	18 – 20
Low	Average	High

I. Impact of Low Student Growth Score

1. A student growth score of "1" in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating.
2. A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.
3. Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

J. Student Growth Inquiry

1. Within two (2) months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps:
 - a) The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided. If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.
 - b) If after the above two (2) examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development plan to address student growth areas, a copy of which will be given to the teacher. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement, and

progress, and/or best practices related to student growth data collection and interpretation.

Section 12 - Focused Evaluation Process

- A. In the years when a summative comprehensive evaluation is not required, classroom teachers who received a comprehensive summative score of Proficient or higher the previous year are required to complete a focused evaluation.
- B. Non-provisional teachers must complete a comprehensive evaluation once every six (6) years.
- C. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference and must be approved by the evaluator. The criterion may be an area of expertise to be further developed or a criterion that would benefit from additional attention. If the teacher selects criterion 3, 6, or 8, the student growth rubrics within those criteria, shall be scored. If criterion 1, 2, 4, 5, or 7 is chosen, the teacher must complete the student growth components in criterion 3 or 6 as per WAC 392-191A-120.
- D. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
- E. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen criterion, a level Four (4) Distinguished score may be awarded by the evaluator.
- F. A classroom teacher may apply focused evaluation professional growth activities toward Professional Teacher certificate renewal as required by the Professional Educator Standards Board (PESB).
- G. Observation:
 - 1. Classroom teachers will be observed for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties.
 - 2. The total observation time for the school year will be no less than sixty (60) minutes for classroom teachers on the focused evaluation option.
 - 3. One (1) of the required observations will be a formal observation, including a pre- and post-conference. The second required observation may be an informal observation.

H. Final Summative Evaluation Conference – Focused Evaluation

1. Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score.
2. Any student growth evidence must be submitted to the evaluator prior to the final evaluation. Any other evidence must be submitted to the evaluator by May 1, unless the evaluator and teacher mutually agree to a later date.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
4. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

Section 13 - Non-classroom Teachers

Non-classroom teachers shall be evaluated using the long-form and short-form evaluation reports in compliance with state law.

Section 14 - Support for Instructional Staff Who score Unsatisfactory or Basic on their Annual Performance Evaluation

- A. Prior to the start of school, the Association will be notified if a continuing contract teacher with five (5) or more years of teaching, is judged below Proficient (3).
- B. When a teacher's summative score falls below Proficient, at least one of following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:
 1. The teacher shall be granted up to five (5) days of district funded release time to collaborate and observe colleagues' instruction who have a history of proficient or distinguished evaluations.
 2. A mentor will be assigned by the employee's supervisor.
 3. The teacher shall be granted an additional/alternative certificated employee evaluator.
 4. When possible, the teacher will be assigned to only one (1) work location, i.e., one classroom.

5. The teacher and the evaluator shall attempt to develop a mutually agreeable structured support plan designed to improve the employee's effectiveness in the deficient area(s).
 6. Additional supports may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
 7. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1st First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

Section 15 - Probationary Procedure

The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of performance relating to the instructional program. If it becomes necessary to place an employee on probation, such action shall be in accordance with the Evaluation Procedure as contained in this Agreement. Provided, however, that this probationary procedure is not required for the nonrenewal of a provisional employee. Such probationary process is to be implemented and completed within this time frame. In carrying out the probation procedure, the following steps shall be followed:

Step 1

The principal and employee together shall work in an attempt to resolve matters relating to performance before probation is recommended. A pre-probation remediation plan shall be developed between the employee and principal. The employee shall have an opportunity to have an Association representative in attendance when the plan is developed.

Step 2

If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20. The recommendation for probation must be in writing and a copy of that recommendation shall be sent to the employee. The recommendation for probation will include the following:

1. A detailed description of the recognized problem in terms of instructional deficiency.

2. A precise set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.
3. A suggested prescription for remediation which spells out courses of action and time expectations to assist the employee involved to reach an acceptable level of performance.
4. A prescription for assistance by the principal or immediate supervisor which spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level.

Step 3

The Superintendent or his/her designee shall review the principal's or immediate supervisor's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.

Step 4

The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, the actual letter of probation from the Superintendent to the employee must include all the provisions of Step 2 of this probationary process, as well as being consistent with this or other provisions of the Agreement and state statutory requirements. The principal or immediate supervisor shall be responsible for supervising the probation. The principal or immediate supervisor may ask for assistance from the Superintendent or his/her designee to supply additional resources during the probation.

Step 5

If by May 1 and after all the steps and processes of the probationary period have been followed, the employee does not demonstrate the acceptable level of performance as originally stated in the probationary recommendation, then the District may proceed according to the provisions of RCW 28A.405.

Conversely, if by May 1 and after all steps and processes of the probationary period have been followed, the employee does demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee shall be given a favorable evaluation for inclusion in the employee's District personnel file. This evaluation shall include a recommendation for renewal of contract, and no mention of the previous probationary status shall be entered in the employee's District personnel file. In either case, the District shall notify the employee in writing no later than May 15 of the status of his/her contract renewal.

Section 16 - General Requirements

- A. Work Site Limit: All evaluation observations must be conducted with the knowledge of the employee at the employee's normal work site.

- B. Signatures: The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation and/or evaluation, not that he/she necessarily agrees with its content.
- C. Copy and Response: A copy of each observation shall be given to the observed employee within five (5) working days of the observation. A copy of the evaluation shall be given to the employee by May 15th. Within ten (10) working days, the employee may submit written comments concerning the report which shall be attached to the report in the employee's file.
- D. Surprise Bar: Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

Section 17 - Use of Evaluation Results

- A. Evaluation Results shall be used:
 - 1. To acknowledge, recognize, and encourage excellence in professional performance.
 - 2. To document the level of performance by a teacher of his/her duties.
 - 3. To identify areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
 - 4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- B. Evaluation Results Shall not be:
 - 1. Shared or published with any teacher identifying information, with the exception that the Association will be provided such information upon request to assist the teacher and/or enforce the terms of the Agreement.
 - 2. Shared or published without notification and consent of the individual and the Association.
 - 3. Used to determine any type of base or additional compensation
 - 4. Used as a form of progressive discipline.

Section 18 - Staff Protection

The District agrees to hold employees harmless and defend from any financial loss, including reasonable attorneys' fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee within or without the school building, provided such employee, at the time of the act or omission complained of, was acting as required by the terms of his/her employment or under the direction of the District.

- A. Threats to Employees: Any employee who is threatened with bodily harm by an individual or group while carrying out his/her assigned duties will immediately notify his/her building principal.
- B. The District agrees to provide liability insurance coverage for employees acting within their scope of duties and under the direction of District policy and complying with RCW 28A.400.360 and 370.
- C. Personal Injury: Employees who are injured on the job are covered by Workers Compensation if they meet the criteria under state law. All claims will be handled through the Workers Compensation Cooperative, and will be processed by ESD 101.
- D. Personal Property Insurance:
 - 1. The District shall include the personal property of employees in the District's insurance program that covers damage to personal property used by the employee and judged necessary for fulfillment of the employee's assigned duties.
 - 2. To be eligible for coverage and reimbursement and prior to bringing said articles to school, the employee must first have written approval from the principal as well as register and value the property with the principal. Reimbursements shall be subject to settlement with the District's insurance carrier as well as the limits of the insurance coverage. The loss of money is not covered under this agreement.

Section 19 - Hiring Practices

The District has established an Affirmative Action Hiring Program in accordance with guidelines established by the Washington State Human Rights Commission and a copy shall be available to all employees on request.

Section 20 - Assignment, Transfer, Vacancies, and Promotions

Definitions:

- A. Assignment: The District's placement of an employee in any position within the bargaining unit at the start of each school year, or upon hiring of a new employee.
- B. Transfer: A change from an employee's current assignment to a different assignment during the school year.
 - 1. Voluntary: A transfer initiated by the employer with the consent of the employee and agreed by the District.
 - 2. Involuntary – A transfer initiated by the District.

- C. Vacancy: A vacancy exists when the following occurs: When an employee retires, resigns, is non-renewed, internally transferred, as well as when a position opens that does not currently exist. Vacancies shall not include courses that are taught on a rotational basis. This does not apply to positions that will no longer be continued.

Vacancies

- A. To assure that employees are given prime consideration in filling any vacancies, newly created positions, or promotional opportunities which occur at any time within the District, the following procedures shall be used.
1. All vacancies, shall be posted to bargaining unit employees on District bulletin boards in each school building for five (5) working days and a written notice shall be distributed to each employee at the same time as it is posted through either District e-mail, mailboxes, or during the summer, mailing a notice to the last known address of such in-district personnel. Exceptions may occur in emergencies when the waiting period would interfere with the orderly continuance of school programs.
 2. Said notice of vacancy, new position, or promotional opportunity shall clearly set forth the qualifications for the position and the procedures for applying.
 3. All vacancies shall be filled on the basis of qualifications for the position, relevant experience, past performance, and the best interests and needs of the district. The District retains final discretion and authority over decisions to fill any vacancy. If two (2) or more employees are equally qualified, preference will be given to the employee with the greater district seniority.
 4. The District shall fill vacancies, new positions, or promotional opportunities with present employees before out-of-District hiring occurs, providing the present employee applying is suitably qualified.

Selection Teams

In the process of hiring new employees and/or administrators, the District will continue the practice of having certificated non-administrative employees to assist with the selection process. A mutually agreed upon CEA member between the CEA President and District administration shall be placed on the hiring committee for all certificated and instructional para-educator openings

Voluntary Transfers

The assignment and transfer of an employee directly affects his/her satisfaction and effectiveness. Assignment and transfer should match the employee's qualifications in the areas of training, experience and personal preference.

- A. To assure that pupils are taught by employees working within their areas of competence, employees 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 except as otherwise noted in this Agreement. Employees, however, may volunteer to teach in special situations in areas for which they are not certificated. No action shall be taken against an employee for not volunteering when requested (see Section 1, Layoff and Recall).

- B. Employees shall be notified in writing prior to the close of school of any contemplated changes in their programs and schedules for the ensuing school year, including teaching assignments and any special assignments. In the event unforeseen circumstances require changes in assignments after the close of school, the District shall immediately notify the affected employee.
- C. In the determination of assignments and transfers, the convenience and work of the employee, training, experience and employee preference shall be considered to the extent that these considerations do not conflict with the educational program.
 - 1. Employees who desire a transfer or reassignment for the following year shall complete a request form by February 15, which shall be kept on file by the District for one (1) year and shall be considered by the superintendent in making assignments/reassignments and transfers in the following year.
 - 2. Qualified in-District applicants shall be interviewed before any attempt is made to advertise the opening outside the District. If filling such an opening with in-District personnel creates an opening for which other in-District personnel have applied, the Superintendent and the Association President shall meet to work out a process which will ensure that a "musical chairs" situation does not occur.
 - 3. If so requested in writing and as soon as possible but prior to the beginning of the school year, the Superintendent or his/her designee shall notify in writing each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request. The Superintendent has final discretion and authority over all assignment, reassignment, and transfer decisions, consistent with this Agreement.

Involuntary Transfers

- A. Qualified voluntary transfers will be sought before any employees are involuntarily transferred.
- B. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable.
- C. Employees who have been involuntarily transferred to a majority assignment in which they have not previously taught or in which they do not possess at least an undergraduate minor or its equivalent issued within the last five years, will not be evaluated "unsatisfactory" in

the areas of "Knowledge of Subject Matter or Professional Preparation and Scholarship" during the first year of their involuntary transfer.

- D. Involuntarily-transferred employees will be provided with the following special considerations:
 - 1. Custodial assistance as reasonably needed to facilitate the move.
 - 2. At least five (5) working days advance notice shall be given prior to the move unless an emergency exists, such as balancing class loads at the beginning of the year/semester. If less than five (5) working days' notice is provided, a substitute teacher will be hired for three (3) days to work with the teacher. The involuntarily-transferred teacher will direct the use of the substitute.

Section 21 - Individual Contracts

- A. The District shall provide each employee a contract for regular assignments in conformity with Washington State Law, State Board of Education regulations and this Agreement. Individual contracts for employees of the District issued while negotiations are in progress or prior to execution by ratification of a successor contract by the Board and Association and corrected individual contracts shall have riders attached specifying that corrected individual contracts shall be issued within ten (10) days after ratification.
- B. Two (2) copies of the contract shall be given to the employee each year for signature. One (1) copy is retained by the employee at the time of signing. After obtaining all official signatures, a second copy will be returned to the employee.
- C. Teachers renewed from provisional or non-continuing contracts shall be given continuing contracts.
- D. Teachers on less than a full provisional contract year who are renewed shall receive continuing contracts after successfully completing the equivalent of a one or two provisional contract years, as required under applicable Washington State statute.

Section 22 - Teaching Hours

- A. All employees shall arrive 30 minutes prior to the start of school and remain on site 30 minutes after school is dismissed. Adjustments of time on either end of the workday may be made with prior administration approval. All employees shall have a continuous duty-free lunch.
- B. In regard to delayed opening and/or early dismissal days for emergencies, the workday of employees shall begin thirty (30) minutes before the scheduled student starting time on each day and will end thirty (30) minutes after the scheduled student dismissal time on each day; however, on dismissal days for emergencies, the workday of employees will end thirty (30) minutes after the student dismissal time.

Section 23 - Salary Payment

- A. The District shall issue checks on the last working day of each month. The last weekday of the month of December will be considered the last working day of December. Upon employee request, the District shall arrange for direct deposit of the monthly paycheck to an employee-identified bank/institution.
- B. All remaining compensation owed to an employee who is leaving the District shall be paid in the first full month following separation.
- C. All employees shall be placed on the annual salary schedule in accordance with this Agreement (See Appendix A).
- D. Teachers' salaries will be increased by 6%, over and above the 2022-2023 salary schedule, for the 2023-2024 school year. Salaries will increase a minimum of 5% in the 2024-2025 school year. If the state provides designated additional teacher funding over and above the 5% for the 2024-2025 the district will increase funds on the salary schedule accordingly.

*The Salary Allocation Model will be negotiated prior to the third year of this contract for the 2025-2026 school year.

- E. The District shall accept all credits, clock hours, and inservice units approved by the Superintendent of Public Instruction for salary schedule placement and reimbursement. Only credits, clock hours, and in-service units reported by employees with appropriate documentation and completed district approval forms shall be considered in establishing the salary placement. Documentation must be received by October 1 to be used for placement.
- F. Longevity Pay
 - 1. Each employee with ten (10) years of service in the Cusick School District, as defined by the seniority list, shall receive a longevity stipend of two hundred fifty dollars (\$250).
 - 2. Each employee with fifteen (15) years of service in the Cusick School District, as defined by the seniority list, shall receive a longevity stipend of five hundred fifty dollars (\$500).
 - 3. Each employee with twenty (20) years of service in the Cusick School District, as defined by the seniority list, shall receive a longevity stipend of seven hundred fifty dollars (\$750).
 - 4. Each employee with twenty-five (25) years of service in the Cusick School District, as defined by the seniority list, shall receive a longevity stipend of one thousand two hundred fifty dollars (\$1,250).

*In the event the District's general fund Education Programs and Operations levy fails for a collective year, the longevity stipend will be suspended from implementation. The longevity stipend will be reinstated in the first school year of full collection.

G. Staff Stipend

Teachers shall receive a stipend of \$500.00 per yearlong class for a class they are assigned to teach that they have not previously taught. The stipend for a semester long class that they have not previously taught will be \$250.00. Teachers shall receive a stipend of \$500.00 for teaching a yearlong college credit class. The stipend amount for teaching a semester long college credit class will be \$250.00. The maximum amount for any teacher per year will not exceed \$1,000.00. This stipend excludes teachers who are newly hired, classes that result from teacher requests for internal transfers, classes that are offered on a rotating basis or have previously been taught and/or are an upgrade of curriculum within the same series. Teachers must submit an application from the district office to receive these funds. In the event of a disagreement about the awarding of these funds the Administration and the CEA president will meet to mutually settle the dispute.

H. Classroom Budget

1. \$700.00 per FTE teacher. Amount received shall correspond with the percentage of FTE an individual is contracted. The amount shall be included in the employee's November paycheck.

I. Early Notification Compensation

Certificated employees who notify the District by October 10th of their intent to permanently leave the District for the following year will receive an \$800.00 stipend. Certificated employees who notify the District by January 10th of their intent to permanently leave the District for the following year will receive a \$300.00 stipend.

In the event the Districts' enrichment levy fails for a collective year, the Early Notification Compensation stipend will be suspended from implementation. This stipend will be reinstated in the first school year of full levy collection.

- J. Teachers will have a maximum of 5 per diem days that will be paid outside the agreed upon salary allocation model for extra work performed by the employee. These days must be documented on a timesheet and turned in by the last working day in June.

*Per diem days may be removed under certain financial circumstances.

1. *In the event the District's general fund Education Programs and Operations levy fails, the per diem days will be suspended from implementation. The per diem days will be reinstated in the first school year of full collection.

2. If there is a financial crisis in the district other than a levy failure, negotiations between the District and the Union will take place, to reach an agreement regarding per diem days.

K. Additional Compensation:

1. Teachers, up to eight (8) additional hours, for specific agreed upon events. IE: Elementary Open House, Family Nights, etc. These eight (8) hours must be documented on a timesheet and turned in by the last working day in June. In the event a teacher is unable to attend these specific agreed upon events, appropriate leave must be taken.
2. Kindergarten/WA Kids: There will be an additional 3 per diem days that will be paid outside the agreed upon salary allocation model for extra work performed by the kindergarten teacher. This is for the extra work outside the workday associated with data entry and analysis for the WA-Kids assessment, or for any other kindergarten assessment that the state requires.
3. SPED/RTI: There will be an additional 3 per diem days that will be paid outside the agreed upon salary allocation model for extra work performed by the Special Education teachers and the RTI teachers. This is for the positions that require extra duties outside the workday associated with data entry, analysis, and reporting. These per diem days are for positions which have been mutually agreed upon through labor management meetings.

Section 24 - Certificated Transportation Reimbursement

When authorized to attend required professional conferences, perform assigned duties, or when otherwise authorized by the Superintendent, employees shall receive the following reimbursements unless otherwise agreed to between the employees and the administration:

- A. Travel- Travel reimbursement for use of a personal vehicle by employees shall be at the rate authorized by the Washington State Office of Financial Management. Said owner shall have proof of adequate insurance on file with the District office. Refer to District Policy 5341.
- B. Meals and Lodging - Employees shall be reimbursed at the same rate as administrative personnel when on District assignment.
- C. Registration - Registration fees, if any, shall be reimbursed by the District upon submission of receipts.

Section 25 - Insurance

- A. The District agrees to provide the amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this

Agreement. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits.

- B. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work.
- C. Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense.
- D. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- E. Employees are responsible for enrollment in SEBB. Enrollment shall be completed by the end of the open enrollment period for the selection of basic and optional benefits. Employees hired prior to or after the enrollment period, may elect insurance coverage from the plans available during the first thirty (30) days of employment.
- F. If a benefit plan is not chosen, the employee will be enrolled in the default medical, dental, vision, life and accidental death and dismemberment, and long-term disability insurance plans as a single subscriber. The employee will also be charged the tobacco use premium surcharge. Changes to insurance plans or enrollment of eligible dependents will be allowed in the next open enrollment period. The employee may add dependents to the default plan if there is a special open enrollment event that allows the change, such as a marriage, birth, or adoption.
- G. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31 of that year.

H. SEBB

1. PART ONE: DEFINITIONS and PROVIDERS

2. Definitions:

Insurance year: shall be defined as January 1 thru December 31.

School year: shall be defined as September 1 thru August 31.

Open Enrollment: shall be October 1 thru November 15 or as otherwise set by SEBB.

Eligibility: shall be defined as anyone covered by the Collective Bargaining Agreement who works a minimum of 630 hours in any given year. Eligibility shall further be defined according to plan year, school year and open enrollment period as defined elsewhere in the contract.

Default Plan: Employees who fail to enroll within fifteen (15) days of becoming eligible for benefits shall be enrolled in a default plan.

Section 26 - Leaves

The District realizes that employees may, of necessity, be absent from work from time to time. The District recognizes the following types of leaves:

A. Sick Leave

At the beginning of each school year, and upon the employee reporting to work and capable of performing his/her contractual obligations, each employee shall begin earning sick leave. A total of twelve (12) sick days per year shall be awarded on a monthly basis. Sick leave shall be front loaded during the first year of employment for all newly hired staff who enter the district with no accumulated sick leave. Employees employed less than a full term shall be entitled to a proportionate part of all sick leave allowance. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days. Upon leaving employment with Cusick School District for any reason, used but unearned sick leave shall be deducted at the per diem rate from final paycheck.

1. Uses:

- a) **Illness, Injury and Emergencies:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or emergency as per RCW 28A.400.300(c).
- b) **Family Illness:** The District shall grant sick leave to employees in the event of illness within the immediate family. For the purpose of this provision, immediate family shall mean spouse, parent, parent-in-law, child, grandchild, grandparent, or a person living in the same household as the employee.
- c) **Written statement:** A grant of sick leave in excess of five (5) days must be verified by a written statement from the employee's physician.
- d) The District will provide the opportunity for employees to utilize leave sharing as provided by RCW 28A.400.280 and the appropriate WAC.

2. **Conversion of Accumulated Annual Sick Leave as per RCW 28A.58.096, WAC 392-136-015, WAC 392-136-020:** Each January, each eligible current employee may elect to convert excess sick leave to monetary compensation as follows. To be eligible to convert excess sick leave days to monetary compensation, an employee shall:

- a) Have accumulated in excess of sixty (60) full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of 12 days per year) as of the end of the previous calendar year
 - b) Provide written notice to the employer during the month of January of the intent to convert excess sick leave days to monetary compensation. Payment shall be included in the February payroll. Required federal withholding and Social Security deductions will be made at this time.
 - c) Excess Sick Leave: The number of sick leave days which an eligible employee may convert shall be determined by:
 - 1. Taking the number of sick leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the District(s) of employment (a maximum of twelve days per year); and
 - 2. Subtracting there from the number of sick leave days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.
 - 3. Rate of Conversion: sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of 25 percent of an employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rate basis.
 - 4. All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance. An employee's sick leave absence will be charged as one (1) hour of sick leave for one hour of absence in 15-minute increments.
 - 5. Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in the state.
3. Conversion of Sick Leave Upon Retirement or Death: As per RCW. 28A.400.210, upon separation, retirement or death of an eligible employee, accumulated sick leave may be converted to monetary compensation or a VEBA medical plan in accordance with No. 4 above up to one hundred eighty (180) days. The Association shall notify the District of its intention to participate in such a plan by December 31 of each year. Compensation for converting accumulated sick leave shall be paid at the rate of 25 percent (25%) of the average daily rate of compensation at the time of retirement for each day of unused accumulated sick leave.

4. Family and Medical Leave: Any eligible employee is entitled to a total of twelve (12) work weeks of family and medical leave during any fiscal year (September 1 – August 31), as provided for in the Family and Medical Leave Act (FMLA). Employees should be aware that some uses of this leave could result in the employee exhausting all accrued sick leave.

B. Leave Of Absence Without Pay

An employee who is unable to perform his/her duties because of personal illness, maternity or other disability may, at the Board's discretion, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of leave of absence for such conditions shall be made in writing to the Superintendent. An employee who has been granted leave may return to duty after giving ten (10) days written notice to the Superintendent and with written permission of his/her personal physician.

C. Maternity Leave

1. Disabilities and illness caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, to be considered temporary disabilities. Accrued sick leave may be used for childbearing or related circumstances (e.g., miscarriage, abortion, or recovery there from).
2. If the period of disability because of childbirth or related circumstances extends beyond the employee's accrued sick leave, then she may take a leave of absence without pay or fringe benefits (unless as provided under the qualifying terms of the FMLA of 1993). When the above occurs, the employee should work out the condition of the leave of absence with the superintendent.
3. To be eligible for sick leave because of childbearing or related circumstances, a female employee shall give her employer two (2) weeks' notice, if possible, of her anticipated date of departure and intention to return. For purposes of this policy, a three (3) to four (4) week period of recovery after childbirth or related circumstances shall be considered reasonable in the absence of extenuating circumstances.
4. Female employees cannot categorically be denied the opportunity to work during the entire period of pregnancy, but may continue working as long as the individual and her physician concur in her ability to work, and the demands of the job are satisfied. Proof of the physician's concurrence should be submitted at regular intervals during the employee's pregnancy at the request of the employer.
5. Upon return from disability leave, if related to pregnancy, childbirth, or related circumstances, an employee shall return to her same job or a similar job with at least the same pay provided, however, that if the employee has been subject to a

layoff in advance with the provisions of this Agreement, she will be held to the provisions of RIF, Layoff and Recall of this Agreement.

6. All points listed above shall apply equally to married and unmarried female employees.

D. Bereavement Leave

1. Immediate Family: Bereavement leave of up to five (5) days per occurrence shall be granted to an employee for the death of a member in the immediate family. Immediate family for this purpose is defined as: spouse, parent, child, parent in-law, grandchild, grandparent, sibling, or those of the employee's spouse. This leave shall not be deducted from sick leave.
2. Personal Friend: Up to two (2) days per occurrence will be granted for bereavement for a person of close personal ties.

E. Jury Duty and Subpoena Leave

1. Leaves of absence with pay shall be granted for employees to attend jury duty. The employee shall notify the District when notification to serve on jury duty is received. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law.
2. In the event such jury duty causes severe problems within the District, the Superintendent shall be authorized to attempt to gain release for the employee from jury duty. Severe problems shall be considered to be cases with high probability of lasting over twenty (20) days or situations where more than two (2) employees are called to jury duty at any one time.

F. Attendance at Meetings and Conferences

Leaves of absence without deduction of pay and with reimbursement of certain approved expenses (see Section 14, Certificated Transportation Reimbursement) and fees, if any, shall be granted to attend professional meetings or visit other schools upon approval of the Superintendent. When necessary, the District shall provide substitute employees to perform the duties of employees who have been granted leave to attend professional meetings.

G. Association Leave

1. Up to 12 twelve days District-paid leave per school year shall be provided the Association for Association business, with the provision that no one Association member shall be on such leave for more than two (2) days in any given school week. Leave shall be granted upon Association request.

2. Application: Whenever possible, notification of the leave shall be submitted by the Association President in writing to the Superintendent five (5) days before the leave is to take effect.
3. Substitute Costs: Where absence of a person requires a substitute, the cost of the substitute shall be borne by the Association.

H. Personal Leave

1. Each employee shall have three (3) personal leave days with pay per year to be used for personal, business, household, or family matters which require absence during school hours.
2. Notification through the Superintendent's office for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies).
3. Personal leave cannot be used during the first 5 days of the school year or during the last 5 days of the school year, unless previously approved by the Superintendent. The Superintendent has the authority to deny specific personal leave days due to a shortage of substitute teachers or other reasons that would negatively impact the learning environment.
4. Personal leave may not be used for more than two (2) consecutive days or to extend a vacation. However, in situations where an employee feels they have an extenuating circumstance, the employee may submit a written request for the superintendent's/designee's consideration. All approvals/denials are final, are not precedent setting, and are not subject to the grievance process.

I. Personal Leave Cash Out

Certificated employees shall be entitled to three (3) personal leave days per year, which shall be with full pay. These days are frontloaded based on the employee's FTE at the start of each school year. When an employee's FTE decreases or increases during the school year, the FTE increase/decrease will be reflected in an adjustment to the number of days front loaded at the start of the year. Certificated employees may carry over one (1) unused personal leave day from year to year. One (1) day carried over, plus three (3) days from the current year will equal a maximum of four (4) days to be available in any one year. Personal leave days may be taken in half-day increments. A maximum of three (3) days may be cashed out at the employee's per diem rate on the negotiated salary schedule for the current year.

J. Washington Paid Family Medical Leave (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of

820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay the amount of the payroll premium, required by state law to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

K. Other Leaves - Sabbatical Leave

The District retains the right to approve up to one (1) year leave without pay for, but not exclusive of, the following: recuperation (restore to health), full-time advanced study, Peace Corps, or teaching in a foreign country. Upon approval, the time may be extended one (1) year.

Section 27 - Employee Work Year

- A. There shall be no deviation from or change in the negotiated employee work year except due to emergency conditions and then only after discussion between the Superintendent and the Association.
- B. Employee Work Year: The employee work year shall consist of:
 - 1. One hundred sixty nine (169) contracted days;
 - 2. Mandatory professional development days (MPDD) which are a mandatory extension of the salary schedule (paid at per diem rate).
 - a) Mandatory professional development days will not be a part of the teacher work year or contract. Contracts for subsequent years will reflect any changes in state mandated professional development days.

Section 28 - Employee Facilities

Each building shall have the following facilities and equipment for employees' use in that building:

- A. As much space as practical in each classroom to safely store instructional materials and supplies.
- B. A serviceable desk and chair shall be provided in each classroom.
- C. Duplicating equipment and/or photocopier and supplies shall be readily accessible to all employees when not otherwise in use.
- D. A four-drawer filing cabinet with lock shall be provided in each classroom.

Section 29 - Nonprofessional Duties

- A. Lunchroom and lunch recess duty will be the responsibility of classified and certificated personnel. When needed to handle emergency situations, employee supervision may be enacted.
- B. The supervision of buses in the morning will be the responsibility of classified and certificated personnel.
- C. Lunchtime hall duty and night bus duty will be covered by classified and certificated personnel.
- D. No CEA member will be required to chaperone the senior trip as part of their school duties.
- E. Teachers will not be required to perform non-instructional administrative duties without their consent such as overseeing, or doing administrative paperwork for Title, LAP, Highly Capable, 504, Special Education, Office of Civil Rights, Homeless requirements, etc.

ARTICLE IV - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 - Student Discipline

Student discipline shall be consistent with discipline rules under chapter 392-400 WAC and model discipline policy established under RCW 28A.345.090.

Section 2 - Orientation of Employees

- A. At the annual meeting of employees prior to the opening of school for students, the president of the Association or designee and Superintendent shall have time to address employees.
- B. In the development of the formal program provided by the District or the orientation of new employees, there shall be adequate opportunity for involvement by Association representatives.
- C. The procedure for scheduling and planning a field trip will be provided to staff in writing at the annual orientation meeting.

Section 3 - Preparation Period and Staff Meetings

- A. All employees shall have a minimum of 150 minutes of preparation time per week within the student instructional day, exclusive of the duty-free lunch period.
 - 1. MS/HS PREP time shall be equal to one scheduled period
 - 2. Elementary –Elementary PREP time shall be equal to 240 minutes per week. When possible, blocks of continuous time will be scheduled.
- B. Administration will schedule and conduct two staff meetings each month for each building to facilitate communication with the staff.

Section 4 - Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following procedures shall be in effect and be enforced:

- A. All visitors to a school and/or classroom are to obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged by the principal after he/she has conferred with the employee.
- B. The District shall afford the employee the opportunity to confer with the classroom visitor before and/or after the visitation.

- C. In the event that the employee feels the classroom visitation is disruptive to the educational process, the employee shall notify the office with a request that the visit be concluded.

Section 5 - Staff Development and Training

It is recognized that an effective staff development program is necessary to provide continuing opportunities for the professional growth of employees. Therefore, the District may periodically survey employees to determine staff development needs. Such surveying, planning, and implementation may be with the assistance of the Association, agencies, college or universities.

- A. Staff development activities may cover, but not be limited to the following areas:
 - 1. Released time for classroom observation and visitation;
 - 2. Released time for staff development workshops and classes designed to meet student needs;
 - 3. In-service assistance in curriculum, discipline, and other related areas; and
 - 4. All released time shall be approved through the administration.
- B. The Association may recommend to the District topics for after school courses, workshops, conferences and programs designed to improve the quality of instruction.
- C. In the implementation of new curriculum or discipline procedures, the District may develop and implement an in-service training program for any employee(s) who will be responsible for the new curriculum or discipline procedures.
- D. Employees participating in District requested curriculum development and/or school improvement work will be paid by an hourly rate of twenty-five (\$25) dollars. Participation will be on a voluntary basis.
- E. Staff members may be required to observe safety training, including GAP training the district provides, but will not be required to pick up a bat, swing a bat, practice removing a firearm or simulated firearm from anyone or engage in hand to hand combat training. Nor will they be held liable by the district for choosing not to employ these strategies in a real life scenario.

Section 6 - In-service Days

In-service time will be provided on the basis of need and excess time above that required by the state. The staff and administration will meet sufficiently in advance to discuss and agree upon focus for in-service days.

Section 7 - Measurable Objectives

In an effort to establish and maintain the highest educational programs possible, measurable objectives shall be established K-12 by the Superintendent with recommendations submitted by the employees, to be approved by the Board.

Section 8 - Parent/Teacher Conference Planning Time

In the event that there are required parent/employee conferences, the District hereby agrees that each elementary employee will be provided with one-half (1/2) day release time prior to parent/employee conferences for the purpose of preparing for parent/employee conferences, providing the employee is on the school premises. No parent/teacher conference shall be required to be held beyond the employee's workday. Parent/Teacher conferences scheduled by the District and held beyond the regular workday will result in an equal amount of a scheduled early release time.

Section 9 - Class Size

The District and the Association jointly recognize that small class sizes are conducive to a better learning environment. In the event class size becomes detrimental in the opinion of the employee and the Superintendent, the District shall consider among others, the following alternatives within budget and space limitations:

- A. Alternatives
 - 1. Combination classes;
 - 2. Full-time aides; or
 - 3. Additional certificated staff.

- B. Methods to alleviate space limitation:
 - 1. Portable classrooms;
 - 2. Unused areas; or
 - 3. Expansion of existing facilities.

Section 10 - Substitutes

- A. Recognizing the value of continuity of programs, when an employee notifies the District of an intended absence, the employee may also identify a suggested substitute employee. The District shall offer first right of refusal to that substitute employee before offering it elsewhere if able to be contacted.

- B. Annually, the district will create a pool of substitutes. Employees may suggest up to two (2) potential substitutes whom they feel have performed satisfactorily. The District will make a good faith attempt to procure these suggested substitutes.

- C. Substitute Pay
 - 1. A substitute who works twenty (20) consecutive days in the same assignment shall be placed on the first step of the salary schedule on the twenty-first (21st) day in

the same assignment retroactive to the first day of the assignment. The substitute may be represented by the Association and shall not be covered by any other terms and conditions of the agreement except for the rate of pay.

2. A substitute who works more than thirty (30) days during the current school year and continues to be available as a substitute may be represented by the Association and shall not be covered by any other terms and conditions of the agreement except for the rate of pay.
3. The District will not change substitutes for the purpose of avoiding long-term substitute status.

D. Leave Replacement Substitute

1. A substitute replacing an employee on district approved leave of absence be appropriately offered a Leave Replacement contract from the date of hire and placed on the certificated salary schedule, will receive a prorated sick leave, and be eligible for prorated insurance benefits as provided in this Agreement.
2. A Leave Replacement substitute as a part of the bargaining unit has all rights and benefits in this Agreement except the following, Layoff and Recall, Assignment Transfers and Vacancies, (except they shall have notice and consideration, through an interview, for vacancies over outside applicants), other Leaves, and Employee Work Year.

Section 11 - Lesson Plans

Weekly lesson plans will be available at the request of the administration for administrative review by the beginning of the first school day of the week.

Section 12 - Mentor Employees

Mentor employees shall be selected by mutual agreement of the administration and the CEA. Mentor employee and beginning employee shall be given time during the workday to coordinate, conduct visitations and consult.

Section 13 - School Calendar

The Association shall have input into the development of the school calendar.

Section 14 - Dress Code

Our goal as a District is to provide a professional learning environment for the students and communities we represent and our appearance is a reflection of our level of professionalism. We respect and honor employees' judgement regarding the selection of attire that fits with their professional position. However, certain guidelines shall be established.

A. What is our standard of dress?

Cusick School District has a professional/professional casual dress standard. Professional/professional casual is a balance between a professional work environment and employee comfort and choice.

B. What does professional/professional casual look like?

Appropriate dress includes slacks or khakis/chinos, dress shirt or blouse, open-collar or polo shirt, tie as appropriate, sport coat, dress or skirt (at an appropriate length), blazer, knit shirt, shell, or sweater. Leggings may be worn under a dress, or long sweater. This list is not exhaustive, so employees should use their professional judgment.

C. What is not acceptable?

Clothing that works well for the beach, yardwork, exercise, sporting activities, etc. is not acceptable. Staff shall refrain from wearing sweatshirts, t-shirts (except on the last day of the student week and/or professional development days), sweat pants, and denim type shorts. Tops that expose shoulders, excluding sleeveless blouses, or midriff, tank tops or tops with spaghetti straps, see-through or low-cut clothing, and shirts with potentially offensive words or images shall not be worn at any time. Again, this list is not exhaustive, so employees should use their professional judgment.

D. What about casual days?

We allow, and even encourage a more relaxed atmosphere on the last student day of the week and/or during our on-site professional development days when casual attire, such as blue jeans may be worn. Jeans should be free of rips, tears, holes, etc. Even though the dress code is relaxed a bit on these days, the spirit of a professional learning environment is not. The District agrees to purchase each staff member a Cusick logo shirt at the start of school during each even year of the contract.

E. Does this standard apply to all staff?

These guidelines were created for all of our staff members. However, exceptions may be made for staff assigned to Physical Education, Shop and/or Ag courses.

*Spirit Week(s) and other school sponsored activities are excluded from these established guidelines.

**If you need assistance interpreting this guidance, please consult with District Administration to assure you are not wearing attire that may be inappropriate.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. A "grievant" shall mean an employee, a group of employees, the Association or the District filing a grievance.
- B. A "grievance" which may ultimately be resolved by arbitration shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving an interpretation or application of the terms of this Agreement.
- C. A "grievance" which may ultimately be resolved through but not beyond the School Board involving interpretation of a District rule, policy or practice or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety.
- D. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- E. "Days" shall mean weekday except holidays and winter and spring break, except as otherwise indicated. If the district does not meet its time limits, the grievant shall have the right to appeal to the next level. If the grievant does not meet the time limits, the grievance shall be deemed to have been withdrawn. Every reasonable effort shall be exerted to resolve grievances before the close of the school term or as soon as possible thereafter.

Section 2 - Rights to Representation

- A. Grievances must be brought within thirty (30) business days of the alleged act or knowledge of the act.
- B. The District shall recognize the right of the Association to have a grievance committee upon its selection by the Association. At least one (1) Association representative shall be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented.
- C. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association or the grievant may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step II; provided however, that the parties shall have fifteen (15) days on which to informally discuss the matter prior to written Step II filing. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association or grievant at Step II.
- D. The Association may process grievances through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. The Association on its own

may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the contract.

Section 3 - Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the grievance adjusted without the intervention of the Association, as long as the Association is provided an opportunity to be in attendance at all formal or written steps of this grievance procedure and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.
- B. A grievant may be represented at all stages of the grievance procedure by him/herself or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.

Section 4 - Grievance Procedure

STEP I: Immediate Supervisor

An employee with a grievance shall attempt to solve it informally with his/her immediate supervisor. In the event it is not resolved informally the employee may invoke the formal grievance procedure. Grievances not resolved at the informal stage of Step I shall be reduced to writing with copies for the grievant and the Association. The grievance shall be submitted, on the form Appendix F attached, to the immediately involved supervisor. The supervisor shall arrange a meeting with the grievant within five (5) days of receipt of the written grievance form. Within five (5) days of that meeting the supervisor shall provide a written response to grievant provided that the written grievance is submitted in compliance with Section 2A.

STEP II: Superintendent

In the event that the grievant is not satisfied with the disposition of the grievance at Step I, the grievant shall within five (5) days inform the Superintendent in writing. The Superintendent shall arrange a meeting with the grievant within five (5) days of receipt of the grievance or appeal. Within five (5) days of that meeting the Superintendent shall render a written decision on the grievance or appeal.

STEP III: Arbitration

- A. If the grievant is not satisfied with the disposition of the grievance at Step II, the Association may within fifteen (15) days after a decision by the Superintendent in Step II, notify the Superintendent in writing that the Association intends to submit the grievance to arbitration. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator who shall in any event hear the merits of the case during the same hearing.

- B. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party in which case the parties will be bound by the rules and procedures of the American Arbitration Association.
- C. Neither party shall be permitted to insert in the arbitration proceeding any evidence which was not submitted to the other party by the completion of Step II.
- D. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power of authority to award punitive damages or make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- E. The costs for the services of the arbitrator, including per diem expense, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

Section 5 - Supplementary Conditions

- A. All grievances shall be presented during office hours (8:00 a.m. to 4:00 p.m.) weekdays except holidays.
- B. All time limits shall be considered maximum unless extended by mutual agreement in writing.
- C. "Days" shall mean weekday except holidays and Christmas break and spring break, except as otherwise indicated.
- D. No Reprisals - No reprisals of any kind will be taken by the District, the Association or the grievant against any person because of his/her participation in this grievance procedure.
- E. Released Time - Should the investigation or processing of any grievance for binding arbitration require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits as mutually agreed by both parties.
- F. Personnel Files - All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- G. Grievance Forms - A forms for filing grievances will be developed jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure (see Appendix F.)
- H. Grievances about employee evaluations shall be limited to procedural applications.

ARTICLE VI - DURATION

- A. Except as noted otherwise, this Agreement shall be effective as of September 1, 2023 and shall continue in effect until the August 31, 2026.
- B. This Agreement may be opened on or about May-2026 to bargain any CEA or District concerns.
- C. This Agreement shall be opened forty-five (45) days prior to the termination date or on a date set by mutual consent of the purpose of bargaining a successor agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- D. Upon adoption of this contract, it is agreed upon that salary allocation can be negotiated prior to year three (3) of this contract, during the 2024-2025 school year. No other items in this contract will be reopened for modifications, at any time, until the next bargaining session in May of 2026.
- E. The duration of this contract is agreed upon as long as the current Superintendent remains as Superintendent. Any change in this position will default back to a two year contract duration.


FOR THE ASSOCIATION:



Association President

9-14-23
Date

FOR THE DISTRICT:



Superintendent

9/14/23
Date

APPENDIX A - SALARY SCHEDULE 2024-2025

**2024-25 5% on top of 2023-24
Cusick School District #59
Certificated Salary Schedule**

*** Education Experience ***

Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA 90 OR PHD
0	\$ 53,703	\$ 55,153	\$ 56,656	\$ 58,162	\$ 62,995	\$ 64,385	\$ 69,218	\$ 72,334
1	\$ 54,425	\$ 55,896	\$ 57,418	\$ 58,990	\$ 63,873	\$ 65,100	\$ 69,984	\$ 73,078
2	\$ 55,114	\$ 56,599	\$ 58,137	\$ 59,831	\$ 64,700	\$ 65,821	\$ 70,690	\$ 73,819
3	\$ 55,824	\$ 57,323	\$ 58,877	\$ 60,625	\$ 65,485	\$ 66,504	\$ 71,361	\$ 74,566
4	\$ 56,520	\$ 58,085	\$ 59,649	\$ 61,457	\$ 66,345	\$ 67,220	\$ 72,109	\$ 75,337
5	\$ 57,239	\$ 58,811	\$ 60,391	\$ 62,299	\$ 67,170	\$ 67,948	\$ 72,820	\$ 76,112
6	\$ 57,978	\$ 59,516	\$ 61,149	\$ 63,153	\$ 68,000	\$ 68,694	\$ 73,541	\$ 76,848
7	\$ 59,276	\$ 60,838	\$ 62,492	\$ 64,605	\$ 69,524	\$ 70,091	\$ 75,008	\$ 78,410
8	\$ 61,177	\$ 62,823	\$ 64,517	\$ 66,805	\$ 71,790	\$ 72,289	\$ 77,276	\$ 80,800
9	\$ -	\$ 64,880	\$ 66,658	\$ 69,028	\$ 74,130	\$ 74,511	\$ 79,616	\$ 83,261
10	\$ -	\$ -	\$ 68,824	\$ 71,366	\$ 76,535	\$ 76,851	\$ 82,022	\$ 85,787
11	\$ -	\$ -	\$ -	\$ 73,772	\$ 79,054	\$ 79,256	\$ 84,540	\$ 88,381
12	\$ -	\$ -	\$ -	\$ 76,101	\$ 81,640	\$ 81,757	\$ 87,125	\$ 91,083
13	\$ -	\$ -	\$ -	\$ -	\$ 84,289	\$ 84,345	\$ 89,774	\$ 93,849
14	\$ -	\$ -	\$ -	\$ -	\$ 86,952	\$ 87,010	\$ 92,611	\$ 96,721
15	\$ -	\$ -	\$ -	\$ -	\$ 89,214	\$ 89,271	\$ 95,018	\$ 99,236
16	\$ -	\$ -	\$ -	\$ -	\$ 90,997	\$ 91,057	\$ 96,918	\$ 101,220

APPENDIX A-1 – SUPPLEMENTAL CONTRACTS

Supplemental Contracts are non-continuing, and offered at the discretion of the Cusick School District. RCW 28A.405.240. New and continuing supplemental contracts will be posted annually.

APPENDIX B - SHORT FORM EVALUATION

CUSICK SCHOOL DISTRICT #59

Teacher _____

Grade of Subject _____

Evaluator's Name _____

Date of Observation _____

_____ has demonstrated successful teacher performance and has met the statutory evaluation requirements for the current school year.

Teacher's Signature

Date: _____

Evaluator's Signature

Date: _____

**APPENDIX B-1 – PROFESSIONAL GROWTH OPTION (PGO)
PLANNING FORM
Cusick School District**

Employee _____

–

Building/Department _____

Evaluator _____

Goal Setting Conference Date _____

Mid-Year Conference Date _____

Year-End Conference Date _____

GOAL(S):

PLAN TO ACCOMPLISH GOAL(S):

PERSONS TO BE INVOLVED:

RESOURCES NEEDED:

TIMELINE:

PROGRESS MADE TOWARD GOAL:

**APPENDIX C - DUES CHECKOFF AUTHORIZATION AND
ASSIGNMENT**

CUSICK EDUCATION ASSOCIATION

Name _____

Address _____

City _____ State _____ ZIP _____

TO: Cusick School District

I, the undersigned, acknowledge that I am a member of the Cusick Education Association, an affiliate of the Washington Education Association and the National Education Association. I hereby authorize you as my employer to deduct from my salary and to pay to the Cusick Education Association membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

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 you and the Cusick 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 D - REPRESENTATION FEES CHECKOFF
AUTHORIZATION AND ASSESSMENT**

CUSICK EDUCATION ASSOCIATION

Name _____

Address _____

City _____ State _____ ZIP _____

TO: Cusick School District

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 you and the Cusick 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 E - GRIEVANCE REPORT FORM

CUSICK SCHOOL DISTRICT

Grievance No. _____

SUBMIT TO IMMEDIATE SUPERVISOR IN DUPLICATE

Distribution of Form

1. Superintendent
2. Immediate Supervisor
3. Association
4. Teacher

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date cause of grievance occurred _____

B. Statement of Grievance _____

Relief Sought _____

Signature Date

C. Disposition by immediate Supervisor _____

Signature Date

D. Position of grievant and/or Association _____

Signature Date

STEP II

A. Date received by Superintendent or designee _____

B. Disposition of Superintendent or designee _____

C. Position of grievant and/or Association _____

Signature Date

Signature Date

STEP III

A. Date submitted to arbitration _____

B. Disposition and award of arbitrator _____

Signature Date

NOTE: If additional space is needed in reporting any of the above information, attach an additional sheet to this form. Please make appropriate notation referring to attached page.

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