

COLLECTIVE BARGAINING AGREEMENT 2019- 2020



COLLEGE PLACE PUBLIC SCHOOLS

College Place School District No. 250

&



Walla Walla Valley Educational Association

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

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

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

WITNESSETH:

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

ARTICLE – ADMINISTRATION

SECTION 1: RECOGNITION

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

The term “teacher” or “employee”, when used hereinafter in the Agreement, shall refer to all contracted employees represented by the Association in the bargaining unit as defined above including long-term substitutes and leave replacements. Long-term substitutes and leave replacement employees are defined in Article III, Section 17. Provisional employees are defined in [RCW 28A.405.220](#) and all provisions of this law shall be applicable.

The only rights that substitute teachers, as defined in Article III, Section 17: Leave Replacement Employees and Long-term Substitutes, Part B: Long-term Substitutes, have in relation to this agreement is the payment for services rendered. All other substitutes will be paid at the rate currently approved by the College Place School District Board of Directors.

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

SECTION 2: STATUS OF AGREEMENT

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

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

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

SECTION 3: CONFORMITY TO LAW

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

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

SECTION 4: DISTRIBUTION OF AGREEMENT

Following ratification and signing of this Agreement, the District shall upload a copy of this agreement to the District's website. All certificated employees new to the District shall be provided a copy of the Agreement by the District upon issuance of their individual contract, and such Agreement shall be available for review to all applicants for certificated employee positions. Copies of the Agreement shall be distributed to all District administrative personnel, members of the Board, the WWVEA negotiators and any teacher who requests a copy. The cost of printing and distributing the Agreement shall be borne equally by both the District and the Association. Additional copies requested by the Association shall be paid for at the cost per copy by the Association.

SECTION 5: CONTRACT ADMINISTRATION

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

SECTION 6: HIRING PRACTICES

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

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

ARTICLE II – BUSINESS

SECTION 1: PAYROLL DEDUCTIONS-

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

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

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

WEA Member Drop Contact Info:

Phone: 253-765-7190

Email: nonmemberinfo@washingtonea.org

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

The rules and regulations are as follows:

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

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

Other Deductions:

The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for approval insurance plans as noted in Article III, Section 13, tax-sheltered annuities, United Way, or any other plans or programs approved by the Board.

SECTION 2: ASSOCIATION RIGHTS

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

SECTION 3: CALENDAR

Record and Report Days:

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

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

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

ARTICLE III – PERSONNEL

SECTION 1: SENIORITY

Definition

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

When calculating the FTE for purposes of determining seniority the current year's FTE will be included in the total.

It is agreed that the current year FTE will be estimated based on the available data on the date the seniority is calculated.

It shall be the duty of the Superintendent to develop and distribute, by August 15, a seniority list showing each employee's seniority. Any errors or challenges of the employee's position on the list must be made in writing and presented to the office of the Superintendent by September 15. If such additional information changes the position of any employee on the list, a revised list shall be distributed by October 1.

In the event that the District anticipates a reduction in force may be put into place, the seniority list will be distributed to staff by March 15. Errors or challenges of an employee's position on the list must be made in writing and presented to the office of the Superintendent by April 1. A revised list, if necessary, will be published by May 1.

SECTION 2: REDUCTION AND RECALL

A. Definition

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

Prior to May 15, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following

school year. If it is determined that such financial resources are not reasonably assured for the following school year, then non-continuing certificated staff will be identified.

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

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

B. Determination of Vacant Positions

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

C. Certification

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

D. Appeals

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

E. Retention

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

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

F. Employment Pool

All certificated employees who are not recommended for retention in accordance with these procedures shall be placed in an employment pool for possible re-employment for a period of up to twenty-four (24) months from when they were placed on layoff status. Employment pool personnel shall be given the opportunity to fill any open positions for which they are qualified, as they occur. If more than

one such employee is qualified for an open position, the criteria shall be applied as stated in section E. After district hiring procedures have been followed – if a vacancy still exists, and if a qualified employee is still in the pool – they shall be given the position as a voluntary assignment.

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

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

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

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

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

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

While in the employment pool, a certificated employee may, at said employee's option, be continued in any fringe benefit program in the District provided said certificated employee reimburses the cost of the program to the District in advance by the first of each month.

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

G. New Employees

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

SECTION 3: EMPLOYEE RIGHTS

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

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

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

B. Rights to Due Process

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

C. Safety

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

SECTION 4: ACADEMIC FREEDOM

Academic freedom shall be guaranteed to all employees, and no special limitation shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility, community standards, and District-approved curriculum. These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.

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

SECTION 5: GRIEVANCE PROCEDURE

A. Definitions

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

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

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

B. Procedures

Notes:

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

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

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

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

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

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

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

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

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

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

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

SECTION 6: CERTIFICATED EMPLOYEE EVALUATION PROCEDURE

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

SECTION 7: PERSONNEL FILES

Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel files kept within the District. Anyone, at the employee's request, may be present in this review. Any derogatory material received by the District shall be brought to the attention of the employee within ten (10) days after receipt or composition. A certificated employee shall have the right to attach his own written comments relating to materials in the file.

Derogatory materials shall be deleted from an individual's personnel file after two (2) years.

SECTION 8: STAFF PROTECTION

- A. The District shall protect certificated employees acting within the scope of their employment by purchasing liability insurance in the amount of at least five million dollars (\$5,000,000) per occurrence, and the District shall include the certificated employees as named insured under the liability insurance and errors and omissions policy of the school district.

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

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

SECTION 9: ASSIGNMENT, TRANSFER AND VACANCIES

A. Definition of Terms

1. A vacancy is a position which has been permanently vacated or one which has been newly created.
2. An assignment shall mean the placement of an individual in a particular grade level, subject area, or District program.
3. An involuntary transfer is an administratively initiated change in assignment in the same or different building.
4. Seniority is defined in Article III, Section 1.

5. A voluntary transfer request is one initiated by the employee for a change in assignment in the same or different building. This written request can be made to the Building Principal or Superintendent.
- B. To assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades, and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualifications in specialty areas. The District will make every effort to notify certificated employees in writing of any changes in their programs and schedules for the ensuing school year, including teaching assignments.
 - C. In determination of assignments and transfers, the convenience and work of the teacher shall be considered to the extent that these considerations do not conflict with the educational program. Certificated employees will be assigned on the basis of their qualifications, the needs of the District and their expressed desires. When it is not possible to meet all these conditions, personnel shall be assigned first in accordance with the needs of the District, and second, in accordance to the expressed preferences of the employee.

A transferred staff member will be required to use, in combination, two (2) sub days / sixteen (16) hours of paid District work for instructional purposes.
 - D. All certificated vacancies and new certificated positions shall be posted. After three (3) business days during the school year, or five (5) business days during the summer, certificated employees (including those in the employment pool) interested in reassignment and/or transfer shall be given consideration by being offered an interview. For internal candidates, the Principal (or hiring administrator) may make a hiring decision on his/her own. The District will assign personnel based first in accordance with the needs of the district, and second, in accordance to the expressed preferences of the employee. After the interview process, any unsuccessful employees will be notified as soon as possible. If an internal candidate is not selected, the District may interview external candidates.
 - E. Involuntary Transfer – To assure compliance with state and federal requirements and to assure the best quality educational program in the District, it becomes necessary on occasion to make transfers on an involuntary basis. Prior to selection of any member for an involuntary transfer, the Superintendent shall notify the certificated staff and the WWVEA of the potential for an involuntary transfer. The process of determining who shall be in a grade level is:
 1. The District will first try to make such a transfer on a voluntary basis provided that the member requesting transfer is qualified.
 2. The following language is only applicable to K-5 grade levels.

If there are two or more qualified employees within an effected area, that would not cause a negative impact to the educational program if transferred, then the individual with the least seniority will be subject to involuntary transfer.

An employee may only be involuntarily transferred two times within a five year period.

3. Certificated employees who are to be transferred to another assignment shall be notified as far in advance of the transfer as possible.
4. A transfer shall be made only after the certificated employee has been notified of the reasons for the transfer and a meeting with the building principal or Superintendent has been held.
5. If a physical movement of a classroom is required, to a different building, sixteen (16) hours of paid district work will be allotted (timesheet).

If a physical movement of a classroom is required within a building eight (8) hours of paid district work will be allotted (timesheet).

An involuntarily transferred staff member will be required to use, in combination, two (2) sub days / sixteen (16) hours of paid district work for instructional purposes.

SECTION 10: CONTRACT, WORKDAY, AND PAYMENT

Individual Employee's Contract

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

Copies of Contract

A contract shall be given to the employees each year for signature. One (1) copy of the fully executed contract is to be placed in the employee's personnel file and one (1) copy returned to the employee.

Release from Contract

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

Length of Workday

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

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

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

Grades K-5

Preparation time shall be during the regular student instruction day when specialists such as music, P.E., library, etc., are instructing the teacher's class or other duty-free time. Preparation time shall not be less than 160 minutes per week. (This provision shall be contingent on levy approval for the following year).

Grades 6-8

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

Grades 9-12

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

Additional Certified Coverage

Teachers who are asked by the administration to perform administrative duties on an emergency basis for one or more days shall be compensated at the rate of an additional thirty dollars (\$30.00) per day.

Teachers shall not be regularly assigned to cover the absences of other teachers. In situations of bona fide emergencies, teachers may be assigned such duties when time does not permit the securing of a regular substitute or a substitute is not available. Teachers who are asked by the administration to substitute for a teacher on an emergency basis during their prep time, for one or more days shall be compensated at the rate of thirty dollars (\$30.00) per hour for each hour of such duty performed.

Employee Work Year

The work year covered by this Agreement shall consist of the number of days identified in [RCW 28A.150.220](#) for continuing employees, as long as the state funds them.

New employees to the District will be granted one (1) additional day to [RCW 28A.150.220](#).

Contracted work days include:

- 1 State Professional Learning Day [RCW 28A.150.415\(1\)\(a\)](#)
- 1 State Professional Learning Day [RCW 28A.150.415\(1\)\(b\)](#)
 - This day is 6 hours paid at the per diem rate (For the 2019-2020 school year this was placed at the end of the school year. Deciding where this day will be placed will be revisited during calendar creation.)
- 2 Parent/Student/Teacher Conference Days- Fall and Spring
- 4 District Days- 3 days before the start of school and 1 day after the last student day of the school year.

Payment

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

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

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

Classroom Budget and/or Professional Development Funds

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

Certificated Special Education Teaching staff shall have an additional \$100 in their general supply budget to be used for classroom supplies and curriculum.

Special Education Days

Full Time (1.0 FTE) Special Education Teachers will receive:

- Two (2) per diem responsibility days (these days will be calculated into the employee's regular pay and dispersed over 12 months)
- Six (6) substitute days*

*Emotional and Behavioral Disorders program teacher(s) can access 6 substitute days OR 3 days of additional time at their current per diem rate (accounted for on a time sheet) OR a combination thereof (1 per diem day = 2 substitute days).

Special Education teachers who are responsible for WA AIM (Washington Access to Instruction & Measurement) shall be granted four (4) hours paid at the employee's per diem rate (these hours will be calculated into the employee's regular pay and dispersed over 12 months).

Speech and Language Pathologists and School Psychologists are granted two (2) per diem responsibility days (these days will be calculated into the employee's regular pay and dispersed over 12 months).

The district will pay applicable American Speech and Hearing Association (ASHA) membership and certification dues and Washington State license dues up to \$500.00 for

member(s) who bill Medicaid. This is an annual district requirement, not a State requirement which generates Medicaid dollars for the district.

Special Education Staff with less than the 1.0 FTE status will receive the above prorated.

SECTION 11: SALARY SCHEDULE

2019-2020 Salary Schedule

<u>Years of Service</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90 or PHD</u>
0	44,851	46,062	47,317	48,575	52,612	53,771	57,809	60,411
1	45,455	46,683	47,954	49,267	53,346	54,370	58,448	61,032
2	46,030	47,270	48,555	49,969	54,036	54,972	59,038	61,651
3	46,623	47,875	49,172	50,633	54,691	55,543	59,598	62,275
4	47,204	48,510	49,790	51,326	55,410	56,141	60,223	62,920
5	47,804	49,117	50,436	52,030	56,098	56,749	60,818	63,565
6	48,421	49,706	51,070	52,744	56,792	57,371	61,420	64,182
7	49,507	50,809	52,191	53,956	58,064	58,538	62,644	65,486
8	51,093	52,469	53,884	55,793	59,958	60,374	64,538	67,482
9		54,185	55,672	57,650	61,912	62,229	66,493	69,537
10			57,774	59,907	64,247	64,511	68,852	72,012
11				61,926	66,360	66,531	70,965	74,190
12				63,882	68,531	68,630	73,135	76,458
13					70,755	70,802	75,360	78,780
14					72,990	73,039	77,740	81,191
15					75,270	75,318	80,166	83,725
16 or more					77,703	78,288	83,294	87,069

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

Placement Criteria

- A. Placement on the schedule will be made by the Superintendent on the basis of:
1. Quarter hour credits earned in accredited institutions. Credits earned after the BA Degree but before the MA Degree in excess of forty-five (45) credits may be counted after the Master's Degree.
 2. Years of acceptable service as per state regulations.
 3. Degrees.
 4. Credits earned by the certificated instructional staff after September 1, 1995 shall be counted only if the content of the course:
 - a. is consistent with the school district's strategic plan for improving student learning;
 - b. is consistent with a school-based plan for improving student learning developed under Section 520(2) of this act for the school in which the individual is assigned;
 - c. pertains to the individual's current assignment or expected assignment for the following school year;
 - d. is necessary for obtaining endorsement as prescribed by the State Board of Education;
 - e. is specifically required for obtaining advanced levels of certification; or

- f. is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment, as a certificated instructional staff.
- B. Once credits earned by certificated instructional staff have been determined to meet one or more of the criteria A of this subsection, the credits shall be counted even if the individual transfers to other school districts.
- C. Approved clock hours will be counted on the salary schedule as per state rules and regulations; 10 clock hours equal 1 credit.

A request for upward revision of contract and documentation of credits earned must be submitted prior to September 15.

Note:

Pursuant to agreement June 2019 the following occurs:

2019-2020
 2% for cells 0-15
 3% for cells 16+

2020-2021
 3% for all cells*

2021-2022
 3% for all cells*

*Or IPD, whichever is greater

SECTION 12: INSURANCE BENEFITS

The District shall contribute the state allocated amount per employee towards premium programs that are mutually agreed upon by the District and the Association. Said contribution shall apply to each full-time employee, and a prorated amount of the same for all regular part-time employees based on a full-time equivalency. In addition, the District shall contribute the actual cost of the HCA retiree. Participation in the Dental Plan and Vision Plan shall be 100% and this premium amount shall be deducted, from the state allocation, prior to employee selection of other available plans.

Premium payments shall cover a full twelve-month period commencing October 1 and ending September 30. Annual enrollment for employee's group insurance plans shall normally be during the first thirty (30) days of the school year.

Premium payments shall be proportional to the number of days and/or hours the employee works in relation to the total days and/or hours in the contract work year. Any employee terminating employment shall be entitled to continue receiving the District insurance contribution on a pro-rata based on the number of days worked to the number of days contracted.

SECTION 13: LEAVES

A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, or other disability. Each teacher's portion of unused sick leave allowance shall accumulate to 180 days.
2. At the end of each year, the District will provide each teacher with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.
3. After three (3) consecutive days of absence, the District may require a physician's statement.
4. A teacher who is unable to perform duties because of personal illness, maternity or other disability, may, upon request, be granted a leave of absence for the remainder of the school year without pay at the exhaustion of sick leave.

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

B. Sick Leave Buy Back

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

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

C. Sick Leave Sharing

Bargaining unit members who have accumulated more than 176 hours of sick leave may donate accumulated sick leave to other employees in College Place School District bargaining unit. The employee may not donate more than six (6) days of leave during any school year. (RCW 41.04.665)

The bargaining unit member receiving the donated days must have exhausted all available leave before using the donated days, and the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature which has caused, or is likely to cause, the employee to:

1. go on unpaid leave without pay; or
2. terminate employment.

Requests for the initiation of a sick leave sharing program must be accompanied by a doctor's statement indicating that a valid medical condition exists which precludes the employee from returning to work. If the medical condition does not exist with the employee, then it must also be established that the family would greatly benefit from the personal attention of the employee. No employee shall receive an amount of donated leave which totals more than the length of their annual basic employment contract. Furthermore, no employee may request a transfer of an amount of leave that would result in his or her sick leave account going below 176 hours. Donated, but unused, leave days shall revert back to the employee who donated the leave days. An employee receiving donated sick leave days shall receive the same benefits and pay as if he or she had been working. Leave shall be deducted from the donor on a one hour-for-one hour use by the recipient.

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

D. Maternity/Paternity Leave

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

E. Adoption Leave

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

F. Family and Medical Leave Act (FMLA)

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

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

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

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

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

H. Bereavement Leave

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

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

I. Business Leave

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

J. Leave of Absence

1. Application shall be in writing to the Superintendent by March 1 of the school year prior to the year for which said leave is desired. The request will specify the

reasons for which leave is requested. A certificated employee requesting leave shall be notified in writing no later than April 30 of the District's decision regarding the request for leave.

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

SECTION 14: NON-CLASSROOM DUTIES

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

SECTION 15: TEACHER FACILITIES

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

Air Quality Process

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

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

Notes

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

SECTION 16: LEAVE REPLACEMENT EMPLOYEES AND LONG-TERM SUBSTITUTES

A. Leave Replacement Employees

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

B. Long-Term Substitutes

Long-term substitutes are those who have been employed twenty-one (21) consecutive days or more in the same position or those who have been employed thirty-one (31) days or more during the current school year. Beginning on the twenty-first (21st) consecutive day of employment in the same position or beginning on the thirty-first (31st) day of employment in different positions during the current school year, long-term substitutes shall receive one and one half (1 ½) times the normal substitute daily rate of pay.

ARTICLE IV – INSTRUCTION

SECTION 1: TEACHER WORK LOAD

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

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

Class loads shall be based on the following:

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

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

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

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

The overload language above does not apply to specialist areas such as computer, federal programs, counseling, special education, remediation, bilingual, etc.

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

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

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

SECTION 2: CLASSROOM VISITATION

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

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal or his designee has conferred with the employee, if possible.

- B. Whenever possible, the employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
- C. This provision does not apply to administrators and Board of Directors members.

SECTION 3: STUDENT DISCIPLINE

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently, regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws.

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

SECTION 4: STAFF DEVELOPMENT

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

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

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

Teachers working on Pro Teach will receive an additional \$100 annually, for up to three (3) years, to be applied towards this program. Appropriate documentation will be needed for reimbursement.

SECTION 5: PRINCIPAL ADVISORY TEAM

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

- A. Certificated employees shall be selected by their peers at each building to serve a one (1) year term on the Principal Advisory Team.
 - a. Davis shall have up to four (4) certificated employee representatives and no less than three (3).

- b. John Sager Middle School and College Place High School shall have three (3) certificated employee representatives.
- B. It shall be the responsibility of each teacher to become familiar with current building matters and to plan in advance accordingly.
- C. The building principals shall attend their respective advisory team meeting.
- D. Each building advisory team may meet separately or have joint meetings between building advisory teams as the need arises. Each principal advisory team shall develop their own operating procedures.
- E. Matters which are appropriate for each principal advisory team to consider, but not limited to, are the following:
 - 1. student discipline (Policy [3241](#) & [3241P](#))
 - 2. building budget
 - 3. curriculum materials and supplies
 - 4. school events/parental participation
 - 5. in-service programs
 - 6. faculty meetings
 - 7. calendar of events
 - 8. school policies
 - 9. school-based threat assessment ([2SHB-1216](#))

Each Principal Advisory Team is encouraged to meet on a monthly basis throughout the school year. Meeting times shall be held outside the normal employee workday. Employees shall be paid \$30 per hour. The team members are each allotted up to 18 hours of meeting time per school year.

SECTION 6: DISTRICT WORK

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

Where categorical funds are available, participants may be compensated at \$30 per hour for administratively required work outside of the normal contract hours. Completed time sheets shall be submitted to the building secretary or designee. The building secretary or designee will apply a date notation at the time of receipt. Time sheets will be submitted not later than the 10th day of the month following the month in which the work was completed. Late submission will result in a 50% reduction.

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

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

ARTICLE V – DURATION AND SIGNATORY PROVISION

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

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

1. For the purpose of bargaining language effective for the 2020-2021 contract year this document shall be reopened to negotiate insurance benefits, calendar and any two (2) sections.
2. For the purpose of bargaining language effective for the 2021-2022 contract year this document shall be reopened to negotiate insurance benefits, calendar and any two (2) sections.
3. For the purpose of bargaining language effective for the 2022-2023 contract year this document will be completely open.
4. However, upon mutual written consent of both parties, this Contract may be modified at any time. Any and all such modifications shall be in writing.

The District will automatically adjust salaries, insurance benefit allocation, and calendar to conform to State appropriations during each year of this Contract.

In Witness of, the parties below have entered into this agreement in good faith on the 23rd day of July, 2019.

For the Association:



Lead Negotiator

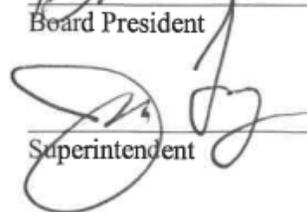


Association President

For the District:



Board President



Superintendent

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

GRIEVANCE FORM A

NOTICE OF GRIEVANCE

Grievant _____

Date of Formal Presentation _____

Level Filed 1 _____ 2 _____ 3 _____

Home Address _____

Telephone (Home) _____ (School) _____

School Name _____

Immediate Supervisor _____

Subject Area / Grade Level _____ Association Representative _____

STATEMENT OF GRIEVANCE

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

ACTION REQUESTED

Distribution of Form:

- Immediate Supervision
- Association
- Grievant
- Superintendent

Signature of Grievant

Signature of Association Representative

APPENDIX A1
COLLEGE PLACE SCHOOL DISTRICT NO. 250
and WALLA WALLA VALLEY EDUCATION ASSOCIATION

ADMINISTRATION DECISION / ASSOCIATION RESPONSE

Grievant _____

Date of Formal Presentation _____

School _____

Level of Response: 1___ 2___ 3___

Person Responding: _____ Title: _____

Response: _____

ADMINISTRATION DECISION / PROPOSED SETTLEMENT

Signature of Administrator

Date of Decision

GRIEVANT'S RESPONSE (optional)

STATEMENT OF APPEAL

I accept the Administrative decision above;
I refer the above decision to the next level
___ Level 2 ___ Level 3 ___ Level 4

DATE OF RESPONSE _____

Signature of Grievant

Distribution of Form:
Immediate Supervisor
Superintendent
Association
Grievant

APPENDIX B

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

Name _____

Address _____

City _____ State _____ Zip _____

To: College Place School District #250

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

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

Date

Signature

APPENDIX C

Clubs and Activities

Determination and Stipends

Determination

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

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

Clubs

Each club will meet the following requirements and guidelines:

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

Club Advisors	Stipend
MS ASB*	\$1200
HS FCCLA	\$2000
HS ASB*	\$2000
HS FBLA**	\$2000
HS FFA*	\$2000

*If currently in this role as of 4/4/18 you will remain on the step process. If you move into this role after 4/4/18 you will be placed on the schedule shown here.

**See MOU June 2019

Activities

Each Activity will meet the following requirements and guidelines:

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

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

Activity Advisors	Stipend
MS Choir Director	\$500
MS Band Director	\$500
HS Yearbook	\$1600
HS Play Director	\$1000
HS Choir Director	\$1000
HS Band Director (includes playing at a minimum of 6 sporting events)	\$2000

*If currently in this role as of 4/4/18 you will remain on the step process. If you move into this role after 4/4/18 you will be placed on the schedule shown here.