

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**FREEMAN EDUCATION  
ASSOCIATION**

**and**

**FREEMAN SCHOOL DISTRICT NO.  
358**

**September 1, 2025 through August 31,  
2028**



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## **PREAMBLE**

In order to effectuate the provisions of RCW 41.59, the Educational Employment Relations Act, to;

- set forth prescribed rights of the educational employees of the School District,
- encourage and increase effective and harmonious working relationships between the Freeman Board of Directors (hereinafter referred to as the "Board"), and its educational employees represented by the Freeman Education Association, an affiliate of the Washington Education Association and the National Education Association (hereinafter referred to as the "Association"), and
- enable the professional employees more fully to participate in and contribute to the development of policies dealing with wages, hours, and terms and conditions of employment so that the cause of education may best be served in the Freeman School District.

## **ARTICLE I – ADMINISTRATION**

### **Section 1 – Definitions**

- A. The term "District" shall mean the Freeman District Number 358, Spokane County, Washington State; or its agents.
- B. The term "Board" shall mean the Board of Directors of the Freeman School District.
- C. The term "Association" or "FEA" shall mean the Freeman Education Association, which is affiliated with the Washington Education Association, the National Education Association and the WEA-Eastern Washington UniServ Council.
- D. The term "Parties" shall mean the District and the Association
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "Employee" or "Employees" shall mean any member of the bargaining unit as set out in this Agreement. Unless the context in which they are used clearly requires otherwise, words used in the contract denoting gender shall include both the masculine and feminine.
- G. The term "day" shall mean employee work day as described in Article IX, Section 14 - Length of Work Day, unless specified otherwise in this Agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "contract" shall mean the individual employee's contract issued to and signed by each employee.
- K. The term "supplemental contract" shall mean that contract issued and signed for special and supplemental assignments and shall be in accordance with current statutory provisions.
- L. The term "seniority" shall mean years of certificated experience in the State of Washington unless otherwise specified in this agreement.
- M. The term "RCW" shall mean the Revised Code of Washington.



- N. The term “WAC” shall mean the Washington Administrative Code.
- O. The term “SPI” shall mean the Washington State Superintendent of Public Instruction or his/her office.
- P. The term “PERC” shall mean the Washington State Public Employee Relations Commission.

## **Section 2 – Recognition**

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated employees employed by the Board whether under contract, on leave, or to be employed by the Board including long-term and short-term substitutes. Excluded from the bargaining unit are athletic extracurricular employees of the District, nurses, the chief administrative officers of the Board, such as, the superintendent of the District, principals and other exempt employees.

A long-term substitute employee is one who works more than twenty (20) consecutive days in one assignment in the current school year. On the twenty-first (21<sup>st</sup>) consecutive day of work the employee will be considered a member of the bargaining unit and shall be appropriately placed on the salary schedule.

Short-term substitutes are temporary employees in various assignments within the District. Short-term substitute employees who work more than a total of thirty (30) days in the current school year will be recognized as part of the bargaining unit.

## **Section 3 – Status of Agreement**

- A. 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, policies, resolutions, and practices of the District. Payroll deduction for organization dues and the right to participate as an organization officially representing employees in grievance processing shall be an exclusive right of the Association.
- B. 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 consent of the parties. If ratification does not occur by August 31, the current agreement will remain in effect until a new agreement is ratified.
- C. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with the terms of this contract.

- D. The District agrees not to make any changes in wages, length of day, and terms and conditions of employment as defined in RCW 41.59 without bargaining with the Association.

#### **Section 4 – Conformity to Law**

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall 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 or applications of the Agreement shall continue in full force.

#### **Section 5 – Distribution of Agreement**

- A. When agreement is reached, it shall then be made, in writing, and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Three (3) copies shall be signed for the purpose of record: one (1) retained by the Board, one (1) by the Association, and one (1) by the superintendent. The Agreement shall constitute revision of school policies. Provisions of the Agreement shall be reflected in the individual contract or statement of conditions of services as submitted to employees.
- B. Following ratification signing of this Agreement, the Association shall design, prepare the copy and have this Agreement printed. The cost of the printing and distribution of the Agreement shall be shared equally by the District and the Association. The District shall distribute to all employees copies of this Agreement.
- C. Any new employee who does not receive a copy of this Agreement from the Board or someone acting for the Board, shall not be placed on probation, suspended, discharged, non-renewed, or otherwise adversely affected in contract status because of failure to comply with the provision of which there was no actual knowledge at the time of the alleged infraction.

## **ARTICLE II – BUSINESS**

### **Section 1 – Dues Deduction and Representation Fees**

- A. On or before September 15 of each school year, the Association shall give written notice to the Administration of the dollar amount of dues and assessments of the Association including the National Education Association, the Washington Education Association and the WEA Eastern UniServ Council, to be deducted in the coming school year under payroll deduction. The total for these deductions shall not be subject to change during the school year.
- B. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September. Employees who commence employment after September 1 or terminate employment before August 31 shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the employee is employed.
- C. The Association agrees to reimburse any employee from whose pay dues or 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 actually receive the excessive amount.
- D. Membership Deductions. Within ten (10) days of their commencement of employment, employees may sign and deliver to the Administration an Assignment of Wages form which is attached hereto and incorporated in this Agreement, which form shall authorize deduction of membership dues and assessments of the Association (including the National Education Association, the Washington Education Association and the WEA Eastern UniServ Council). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Association signed by the employee. At the beginning of the school year, the Association agrees to provide the Administration with the names of those employees who have joined the Association and paid its dues and assessments by means other than through payroll deduction.
- E. Representation Fees. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that non-members shall be neither required nor allowed to make a political WEA PAC or NEA FCPE deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

This provision safeguards the right of non-association employees based on bona fide religious tenets or teaching of a church or religious body of which such an employee is a member. Such an employee shall pay an amount of money equivalent to regular dues and fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the bargaining representative. The employee shall furnish written proof that such payment has been made. Objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

Per the Supreme Court Janus decision in 2018, employees part of a union but electing not to pay dues cannot be forced to pay a representation fee.

## **Section 2 – Association Rights**

- A. The Association shall have the right to use District buildings for meetings and to transact Association business at such times that will not interfere with the normal operation of the business of the District.
- B. The Association shall have the right to use District facilities and equipment, including copy equipment, calculating machines, computers and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use as scheduled by the building administrator.
- C. The Association shall have the right to use the District mail service and employee mail boxes, e-mail and telephones (local calls only) for communication purposes.
- D. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.
- E. The District agrees to make available to the Association upon reasonable request all information which is public record.
- F. The Board shall inform the Association of any new or modified fiscal, budgetary or levy programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operation, levy or building bond issue without informing the Association.
- G. The Board shall place on the agenda of each regular Board meeting as one of the first items of 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 forty-eight (48) hours prior to said regular meeting.

### **Section 3 – Changes in Certified/Certificated Positions**

The Freeman Education Association will be consulted via dialogue between the superintendent, FEA president, and head negotiator prior to any change in the District that affects adjusting a certified position into a classified position.

### **Section 4 – Management Rights**

The District has the exclusive right and responsibility to manage, direct, and transact all matters of the District, except as limited by this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

This provision is not intended to negate the mutual reopener provision of this Agreement.

## **ARTICLE III – EMPLOYEE RIGHTS**

### **Section 1 – Right to Due Process**

No certificated employee shall be reprimanded, disciplined, or reduced in rank or compensation without just cause (see Appendix G - Just Cause/Seven Key Tests).

### **Section 2 – Personnel File**

- A. Certificated employees or former certificated employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District, as well as employment references leaving the District, except where applicable confidential status of contents applies. Anyone, at the certificated employee's request, may be present in this review.
- B. Upon request, a copy of any documents contained herein shall be afforded the employee at his/her expense. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District, except as may be required for maintaining copies of classroom observations necessary to implement the evaluating instrument.
- C. Each certificated employee's personnel file shall contain the following minimum items of information: all certificated employee's evaluation reports, copies of annual contracts, and transcripts of academic records.
- D. Any disciplinary material not shared with a certificated employee within five (5) days after receipt in the Personnel Department shall not be allowed as evidence in any grievance or in any disciplinary action.
- E. No evaluation, correspondence, or other material making disciplinary reference to any employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.
- F. Upon request by the certificated employee, the Superintendent or his/her designee shall sign to verify contents.
- G. No personnel file or part thereof may be sent to any other place or to any other person without the written permission of the one person to whom the file refers.

### **Section 3 - Nondiscrimination**

- A. Pursuant to the Washington Educational Employment Relations Act, (RCW 41.59), hereinafter referred to as the Act, the Board hereby agrees that every teacher as herein defined shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Washington, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The District recognizes the citizenship rights provided by the Constitution of the United States and the United States Code and the rights provided to teachers in the Revised Code of Washington Chapter 28A and other applicable laws and regulations.
- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, gender, sexual orientation, political affiliation, marital status, discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless such disability prevents the employee from performing the duties of this position.

### **Section 4 – Harassment**

- A. The Freeman School District is a harassment free work zone.
- B. The District prohibits sexual harassment of students, employees and others involved in School District Activities (Board Policy # 3207). The District promotes mutual respect, civility and orderly conduct among District employees, parents and the public. Every effort will be made to maintain a reasonable, safe, harassment free workplace for students and staff.

### **Section 5– Academic Freedom**

- A. In accordance with Washington State and/or National standards, academic freedom shall be guaranteed to employees, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility.



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

### **Section 6 – Staff Protection**

- A. The Board agrees to hold certificated 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 certificated employee within or without the school building, 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 Board.
- B. When an employee is injured on the job and is unable to perform his or her duties as a result of an on-the-job injury or occupational disease and certified off work by a doctor, the employee may elect to use leave as follows:
  - a. Choose unpaid leave, thus receiving only his or her entitled temporary total disability (TTD) benefits, or
  - b. Elect to use a full day of accumulated leave (sick, annual or other similar benefit) in addition to their entitled TTD benefits, or
  - c. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.

### **Section 7 – Electronic Monitoring**

No mechanical or electronic device in any classroom or be brought in on a temporary basis, by means of which a person shall be able to listen to or record the procedures in any class without prior permission of the employee. Gymnasiums, the weight room and any outdoor classroom area where video monitoring is installed for security will not be used for observation or evaluation purposes.

### **Section 8 – Student Discipline**

- A. 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.
- B. 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 prudent 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 and state laws or regulations.

- C. Instances where student behavior warrants suspension or expulsion from school, such student shall be afforded an opportunity for a hearing and due process in accordance with federal and state laws and adopted Board policies. Such disruptions or distractions shall be carefully documented specifying dates of occurrence and specific acts. Before re-admittance to class, there shall be communication between the student, parent or guardian, principal and the employee specifying the future behavior expectations of the student.
- D. *Short-Term Suspension (one class or activity period)*. Refer to current Student Discipline Handbook.

School principals will meet with the employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.

### **Section 9 – Employee Facilities**

- A. Each building shall have the following facilities and equipment for the exclusive use of employees in that building:
  - 1. Adequate storage space in each classroom to safely store instructional materials and supplies.
  - 2. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  - 3. A furnished faculty lounge separate from any work area and equipped with a telephone.
  - 4. A serviceable desk and chair and a filing cabinet of adequate size in each classroom.
  - 5. A communication system between classrooms and the main office.
  - 6. Well-lit and clean restrooms, and separate from student restrooms.
  - 7. An adequate part of the parking lot at each school will be reserved for employee parking.

## **ARTICLE IV – ASSIGNMENT, TRANSFER, AND VACANCY**

### **Section 1 – Definitions**

Assignment:	An individual's current job placement
Reassignment:	A change in assignment within a building either by request or because of building/program needs
Position:	A state of employment with specific job duties and responsibilities which requires a certificated employee
Transfer:	A change from an employee's current assignment to another assignment within the District
Voluntary:	A transfer mutually agreed upon between the employee and the District based on a vacancy/posting or mutually agreed upon reassignment.
Involuntary:	A transfer not mutually agreed upon between the employee and the District
Vacancy:	A newly created or established position that is declared open and publicized to the staff by the District following building reassignments and in district transfer of employees.

### **Section 2 – Assignment**

- A. By March 1, employees may request a change in assignment for the following school year by submitting a written request to their immediate supervisor. Any employee requesting a new assignment will be notified as close as possible to June 1 of their assignment for next year.
- B. The District may change any certificated employee assignment by notifying them as soon as possible of any changes in their teaching assignment for the following year. Decisions regarding a change of assignment will not be made in an arbitrary or capricious manner.

### **Section 3 – Vacancies**

- A. All vacancies and new positions shall clearly set forth the qualifications for the position and the procedure for applying. Vacancies shall be posted in-district for a minimum of 5 days to staff through email. In a situation where time is a factor, FEA and Administration can mutually agree to suspend the 5 day in-district posting requirement.

- B. The district shall consider voluntary transfer requests on file as well as transfer requests received in response to a specific posting. In-district employees with continuing status shall apply by issuing a letter of interest to the superintendent by the official closing date. District may request additional transcripts or information if needed to be qualified for the position.
- C. Employees with continuing contracts, seeking additional FTE, or current employees on a one-year contract, may apply for posted vacancies.
- D. If there is more than one qualified applicant for transfer, applicants shall be interviewed by a committee of the building administrator, additional certified staff, along with any other support personnel that may be working with the position. If no consensus is reached, then the job will be given to the employee who meets the following criteria in the given order.
  - 1. Possession of required certification, endorsements or specialized instructional skills
  - 2. The greatest seniority as a certificated employee in the District
  - 3. The greatest seniority as a certified employee in Washington State
- E. No assignment to fill vacancy shall be made until the closing date, unless mutually agreed upon by FEA and Administration.
- F. If no in-district candidate is placed in the position, the announcement will then be posted out of the district.

#### **Section 4 – Involuntary Transfer**

- A. Decisions regarding transfers from one building to another will not be made in an arbitrary or capricious manner. All involuntary transfers will be determined by reverse district seniority of qualified and experienced staff, provided that such transfer does not leave a subject area or grade level without a qualified and previously experienced teacher.
- B. Those affected by the involuntary transfer will be notified as soon as the need for the transfer is established. The District will offer to counsel with the affected employee regarding the rationale for the transfer.
- C. No K-6 classroom teacher shall be reassigned to a new grade level more than two (2) consecutive years unless the teacher applies for the reassignment as noted in Article IV, Section 3, paragraph A.

### **Section 5 - Volunteer in Lieu of Involuntary Transfer**

- A. No staff vacancy or new position shall be filled by means of an involuntary transfer if there is a volunteer available who meets the following qualifications and criteria:
  - 1. Certified/endorsed for the teaching position
  - 2. Experience in or academic preparation for the teaching position
- B. A volunteer does not retain the same right to return as a person being involuntarily transferred.

### **Section 6 – Mandatory Room Change**

Any certified employee who is forced to make a mandatory room change shall be granted one day of per diem pay.

### **Section 7 – Job Share**

- A. Position sharing is a procedure whereby two employees other than substitutes share a position. Employees desiring to share a position must submit in writing such request to the superintendent, or designee, no later than April 15 of each school year. The District shall determine, in a timely manner, whether it is in the District's best interest or not to honor the request. It is the intent of the parties to conscientiously work toward solving problems of position sharing. Reasons for denial will be given upon request.
- B. Prior to entry into the position share, employee and supervisors will develop, in writing, an agreement on such issues as prep time, conferencing, reporting responsibilities, early release days, attendance at required meetings (including staff meetings), coverage of class during one employee's absence and arrangements which shall insure intra-team communication necessary to support the total program.
- C. If the position sharing dissolves because one of the employees, moves to a full-time position, resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into a position.
- D. Each job share will have established and agreed upon (by the supervisor and both employees) work schedules for both employees. This schedule will include days, time of day, etc. and can be re-evaluated at semester, but any changes will require agreement by all parties. The schedules will be followed in accordance with district procedures and policies.

- E. The two employees will work with the building principal/program supervisor to establish the working relationship between the parties involved within the following parameters:
1. Only two employees may share a position.
  2. Each employee will be issued a standard contract with a salary proportionately based on his/her salary schedule position for the amount of time to be shared (i.e., half-time = half salary).
  3. Each employee will receive his/her proportional fringe benefit amount.
  4. The employee may substitute for each other at the normal substitute pay rate, or by changing the work-hour pattern with the principal/supervisor's approval.
  5. Seniority will accrue according to the length of the employee's contract (i.e., half-time = one-half year seniority).
  6. Employees will advance on the salary schedule the same as any other part-time employee.
  7. Entering into a position-sharing relationship does not waive any legal rights under Washington Code or contract rights under this Agreement.

Requests to move back into a full-time job will be made under the Assignment and Transfer procedure contained in this Agreement.

### **Section 8 - Career and Technical Education (CTE)**

The District shall pay for a teacher to gain an Initial Career and Technical Education certification if the teacher is not currently certified and is asked to teach a CTE course. Costs covered by the District could include:

- Training/Professional Development fees
- Application fees
- Substitute costs (only if a required part of the certification process must take place during a school day and requires the teacher to be out of the classroom)

Once an initial certificate is earned in their designated area, the teacher is responsible for all costs associated keeping their certification current such as renewal fees and clock hour fees.

## **ARTICLE V – LAYOFF AND RECALL**

### **Section 1 - Layoff and Recall Agreement**

- A. In the event that the Board determines that a reduction in staff is necessary, the Board shall then determine what programs and budget items need to be reduced. The Board's determination shall be after input from the Administration, the public and the Association. The Board's determination, in terms of program reduction, shall be final and shall not be subject to the grievance procedure of this contract.
- B. After the Board's decision has been made, the Administration shall determine the number of employees required for retention. The Administration shall then prepare a seniority listing of all employees, listing each employee's years of qualified teaching experience within the State of Washington.
- C. The Administration shall then assign employees. Based upon the employee's seniority, employees shall be retained according to the following qualifications. Where there is no available senior employee with valid certification and is highly qualified to fill an assignment, the next senior employee on the list with valid certification and highly qualified shall be assigned to the position.
- D. The term "layoff" as used herein refers to the action by the Board 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 cause.
- E. Employees with valid teaching contracts shall not be laid off during the terms of the contract. All layoffs shall become effective at the start of the following year. In the event of layoff, the Board shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which the layoff would occur.
- F. In the event that the Board anticipates a layoff of employees, the Board shall notify the Association by April 15 and shall provide the Association with a report on the financial affairs of the District.

### **Section 2 - Seniority**

- A. Layoff shall be by seniority. Seniority is defined as length of service within the State of Washington as of the employee's first working day. Any employee employed by the Board shall be granted full seniority credit for each year of documented teaching experience within the State of Washington. Partial seniority credit shall also be granted for any portion of teaching experience within the State of Washington in accordance with the guidelines used for placement on the district negotiated salary schedule.

- B. By November 1 of each school year, the Board shall publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority. It is the responsibility of each employee to verify their placement on the district negotiated salary schedule from this list by November 15.
- C. A finalized seniority list shall be published no later than March 1 of each year, which list shall include all corrections, deletions and additions of personnel for the school year. No changes shall be made for the second seniority list due to any educational credits obtained after November 1. Any corrections on the first list must be initiated by the employee. The Board may place employees on indeterminate leave any time after the final seniority list is published but no later than May 15.
- D. In the event of more than one individual employee having the same seniority ranking, all employees so affected shall be placed on the ranking list in accordance with the number of education credits recognized on the district negotiated salary schedule, from greatest to least.
- E. In the event of more than one individual employee having the same number of credits after applying the above procedure, all employees so affected shall then be ranked according to length of service within the Freeman School District, to determine position on the seniority list. In the event that a tie still exists, then the affected employees shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which allows affected employees and the Association to be in attendance.

### **Section 3 - Layoff Procedure and Definitions**

In the event it becomes necessary to lay off employees, the following procedure shall be implemented:

- A. "Indeterminate leave" means leave because of economic reasons resulting in a reduction of employees. Any employee placed on indeterminate leave shall retain all accrued benefits, and such other benefits as are regularly extended to any employee on a one-year leave of absence.
- B. "Qualifications" means state certification and required endorsement for the subject area and/or grade level to which he/she shall be assigned, academic preparation in subject area and/or grade level assigned, highly qualified as defined by No Child Left Behind (NCLB)/Every Student Succeeds Act (ESSA).



- C. Certificated employees teaching at the elementary level shall automatically qualify to teach any grade level within K-6, as long as they hold the valid certification and appropriate endorsement(s) for the State of Washington as determined by NCLB/ESSA.
- D. In order for a certificated employee to be qualified for a 7-12 position, the certificated employee must have:
  - 1. An endorsement in the subject area
  - 2. Be "highly qualified" as determined by NCLB/ESSA.
- E. Employees that are to be laid off shall be placed on indeterminate leave. Employees to be placed on indeterminate leave shall be those with the least service time which has been determined by the final seniority list ranking. The Board shall begin with those employees who have one year of service or less, then two years, etc., until the necessary quota has been met. Any request for indeterminate leave shall be granted. Employees shall not be "bumped" or reduced in seniority ranking by any non-bargaining unit personnel.
- F. All retained employees face possible reassignment to fill essential teaching vacancies. The annual evaluations of employees so affected shall bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of their major areas.

#### **Section 4 - Recall Procedure**

- A. After program cuts have determined how many positions would be eliminated, the people retained that were not assigned to a position would go into an employee pool. The procedure to be followed for reassignment from this pool to existing vacancies shall be made on the basis of seniority, or the inverse of the layoff procedure, i.e., "last one laid off, first one recalled." No new employees shall be hired to fill existing or new teaching assignments until the pool has been exhausted provided that the employees remaining in the pool are qualified or can become "highly qualified" for the position offered. Such qualifications must be earned within one semester following the date the position becomes available.
- B. In the event that a 1.0 FTE continuing contracted (non-provisional) employee/certificated employee is laid off through reduction in force (RIF) process and accepts a reassignment in a non-continuing or part-time position within the Freeman School District, the employee shall remain in the recall seniority pool for all positions for which they are qualified until 1.0 FTE status is reinstated.

- C. The Board shall give written notice of recall from layoff by sending a registered or certified letter 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 Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.

#### **Section 5 - Layoff Benefits**

- A. All positions of substitute employee shall be offered to employees on layoff to be determined by District needs. This pool is to have a duration of two (2) years. An employee has the right to decline the substitute position. If permanent employment is accepted with another K-12 district, the employee would automatically be dropped from the pool.
- B. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

## ARTICLE VI – EVALUATION

### **Section 1 - Evaluation and Procedures**

Employees shall be evaluated during each school year in accordance with the procedures and criteria set forth in this Article using the Marzano Framework.

### **Section 2 – Evaluation of Classroom Teachers**

A. *Teacher Evaluation – Purpose.* The parties agree that the following evaluation system for all classroom teachers 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:

1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
2. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic, or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance.
3. To assist classroom teachers with identified areas needing improvement, in making those improvements.

B. *Qualifications of Evaluators.* The term “Evaluator” shall mean the principal, assistant principal, special education director, or certificated administrator of the classroom teacher being evaluated. The evaluator shall be made known to the classroom teacher prior to the start of each school year. A classroom teacher who is assigned to two (2) or more schools shall be assigned a primary evaluator.

C. *Provisional Teachers.* Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless:

1. The teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or
2. The teacher has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3<sup>rd</sup>) year of employment, in which the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a level two (2) rating.

3. This shall include any teacher who is re-employed with the district after a break in service.

### **Section 3 – Evaluation Process**

- A. *Notification.* Prior to the start of the school year the classroom teacher will be notified of their evaluator and whether the teacher will be evaluated using the comprehensive or focused evaluation system.
- B. *Teacher Self-Assessment.* All teachers will complete a self-assessment on all eight (8) criteria for setting professional growth goals. Professional growth goals will be shared with the evaluator. The self-assessment will not be evaluative or placed in the teacher's personnel file.
- C. *Artifacts and Evidence.*
  1. The evaluator will collect evidence necessary to complete the evaluation through the process of formal observations. A teacher will not be expected to provide a binder/box of evidence to complete the evaluation.
  2. The teacher may need to provide additional evidence to aid in the assessment of the teacher's professional performance using the Marzano framework rubric, especially for those criteria not observed in the classroom. Additional evidence may be provided by the teacher throughout formal and informal observation processes prior to or during the final summative conference OR end of the school year if summative or student growth score is below three (3).
  3. Artifacts should not be created specifically for the evaluation process but should be "a natural harvest" of products generated in the course of the teacher's practice.
- D. *Documentation.*
  1. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file. A copy of the most current comprehensive evaluation will be kept in the teacher's personnel file.
  2. Upon separation of employment from the district, the employee's data collection account shall be closed and no longer maintained by the district.
  3. Evaluator records will be dumped/discarded with an administrator/evaluator change.
- E. *Professional Goals.* Teachers on a comprehensive evaluation will develop professional goals and timelines, will monitor their progress, and make adaptations as needed. The plan will be guided by the teacher's self-assessment and the three (3) student growth goals (within

Criteria 3, 6, and 8). The evaluator and teacher shall mutually agree on the professional growth goal for the year (non-evaluative).

- F. *Pre-Observation – Formal Observation.* A pre-observation conference, email communication, lesson plan exchanged, OR class description document will be completed prior to the first formal observation. The teacher and evaluator will mutually agree upon pre-observation format. The purpose of the pre-observation conference is to define and/or describe the teacher's goals OR establish possible dates for the first formal observation OR to discuss such matters as the professional activities to be observed, their content, objective, strategies OR possible observable evidence to meet the scoring criteria.

G. *Formal Observations.*

1. There will be a minimum of two formal observations per school year.
2. At least one pre-arranged formal observation shall be conducted within the first ninety (90) school days for provisional employees new to the district. The total annual observation time cannot be less than sixty (60) minutes.
3. As defined in RCW 28a.405.220, teachers in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total annual observation time of no less than ninety (90) minutes.
4. Observations will only take place on regular schedule school days, not preceding school breaks, unless agreed upon mutually by the teacher and evaluator.
5. Within three (3) working days after completion of the formal observation the evaluator shall provide the teacher with feedback of the observation. Documentation shall be made using the Marzano Framework.
6. The final evaluation shall be completed on or before May 15<sup>th</sup>.

- H. *Post-Observation Conference – Formal Observation.* The purpose of the post-observation conference is to review the evaluators and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance. A post-observation conference shall be held within seven (7) days following the completion of the evaluator's summary (or mutually agreed upon date). 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. The teacher can provide additional evidence and/or attach comments to the observation notes.

I. *Informal Observations.*

1. Informal observations do not have to be in the classroom. Department or collegial meetings, district professional development, and general district activities may be used for informal observations.
2. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and support of professional growth of teachers, which may be used at the teacher's request. Teachers may not be required to complete post-informal observation processes unless an issue arises. Evaluators may not be required to submit informal observation notes/feedback to a teacher unless an issue arises.

J. *Final Summative Evaluation Conference*

1. On or before May 15<sup>th</sup>, the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. If the evaluator judges the teacher to be below Proficient, the evaluator must articulate multiple points of evidence that deemed the score less than Proficient.
3. When a final summative score is below Proficient and the teacher believes certain teacher evidence was not considered and/or the criteria were not objectively scored, the teacher and evaluator shall mutually agree on one of the following:
  - an additional formal observation OR provide additional evidence prior to the end of the current school year.
  - Assignment of a new evaluator for the ensuing school year.
  - An additional observation by a different evaluator.
4. Nothing prohibits an evaluator from assigning a final summative evaluation score as Distinguished based on the Marzano framework rubric.
5. 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.
6. Upon completion of the summative evaluation by the evaluator, the teacher shall be able to access online the summative evaluation report within three (3) days.
7. The teacher and evaluator will sign a copy of the Final Summative Evaluation report to be placed in the personnel file. The teacher shall have the right to attach any comments to the evaluation report.

#### **Section 4 – Evaluation Options**

- A. *Comprehensive:* A comprehensive evaluation will be required for all teachers who are provisional teachers 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.
- B. *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 multiple components from each criterion and student growth components as per RCW 28a.405.100, WAC 392-191A-080, and WAC 392-191A-090.
  - 2. The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band as follows: Unsatisfactory, Basic, Proficient, Distinguished.
  - 3. Any item on the Evaluation Form that is marked with an "Unsatisfactory" must be preceded with a written statement and/or formal conference with the teacher to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.
- C. *Focused:* If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.
  - 1. The teacher and evaluator must agree on one (1) of the eight (8) state criterion for each year they are assessed using the Focused Evaluation. If the teacher selects one (1) criterion from 3, 6, or 8, the student growth rubrics within those criteria shall be scored. If one (1) criterion from 1, 2, 4, 5, or 7 are chosen, the teacher must complete the student growth components from criterion 3 or 6 as per WAC 392-191A-120.

#### **Section 5 – Student Growth**

Multiple assessments used to demonstrate student growth shall be appropriate, relevant, and initiated by the classroom teacher. Evaluation of student progress may include formative measures, summative measures, school-wide and district-wide assessments.

#### **Section 6 – Support for Basic and Unsatisfactory Performance**

- A. Prior to the start of school, the teacher and Association will be notified if a continuing contract teacher was scored below Proficient in their Summative Score during the previous year.

- B. When a teacher's summative score falls below Proficient, at least one of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional growth plan:
  - 1. The teacher may be granted release time to observe colleagues' instruction.
  - 2. A mentor will be assigned.
  - 3. Additional supports may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide required in-service training and mentors (RCW 28A.405.140).
- C. Failure to improve. If the teacher, upon completion of the professional growth plan has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or before May 15<sup>th</sup> of the first professional growth plan year of lack of improvement along with documentation.
- D. The teacher, Association, and District will develop a second-year plan to further assist the teacher in their professional growth process. The second-year plan will follow the same notification timeline as year one.
- E. Lack of necessary improvement after year 2 of the professional growth plan constitutes grounds for finding probable cause for non-renewal pursuant to RCW28A.405.210 or RCW 28A.405.300.



## ARTICLE VII – INSTRUCTION

### Section 1 – Class Size

A. *Classes Requiring Special Facilities:* In grades 9-12 every effort will be made to assure that classes involving special facilities (laboratory, computer and shop classes) meet state legal requirements and shall have no more students than facilities provided. The safety of the students will be paramount at all times.

B. *Workload:* The District agrees to the following pupil class load:

<u>Grades</u>	<u>Maximum</u>
K	22
1- 3	25
4-5	29
6 -12	30
Combination (1-3)	25
Combination (4-5)	28

C. *Combination Classes:*

1. Employee may be assigned combination class one year.
2. Employee may volunteer for combination.
3. Employee may not be assigned combination for more than one (1) consecutive year.
4. Combination must be sequential grades only.
5. Balance between the two grades will be as close to equal as possible.
6. Scheduling conflicts with specialists shall be minimized.
7. Building administration will work with grade level placement teams to consider the idiosyncrasies of a combination class when determining the class roster.

D. *Impacting Employee Above:* If the administration impacts any employee above the maximum, then the following shall apply:

1. When an employee is impacted over the maximum, after the fifth day of school and fifth day of second semester those impacted employees will receive \$3.00 per student per period up to a maximum of \$18.00 per day per student. Elementary specialists are included and paid out of this \$18.00 per day total.
2. In no case shall an employee be impacted by more than three (3) pupils over the agreed maximum.

3. Before impacting any employees with students which would exceed the agreed maximum, the building administrator shall make every effort to adjust class schedules so that no employee shall be impacted with students above the agreed maximum.
- E. Performing Arts, PE, and Fitness classes in grades 4-12 are designed to, and may, take larger numbers of students. Class sizes will be mutually agreed upon by the employee and building principal.

### **Section 2 – Preparation Time**

All certificated employees directly involved in classroom instruction in grades K-12 shall have the equivalent of one (1) class period of preparation time during each full instructional day, exclusive of the duty-free lunch period.

### **Section 3 – Teaching During Preparation Period**

Employees whom at the district's request agree to teach an additional section in lieu of their preparation period, or part-time employees, will have their contracts based on the number of periods they teach and shall be paid at their hourly rate. (Elementary employees – the portion of their teaching day). Example: a 7-12 employee, teaching one period of the six period schedule would receive .17 of their base contract.

### **Section 4 – Certificated Staff Coverage**

- A. Should a certificated staff member agree to cover for a certificated staff member that needs to leave the building, coverage pay for employees covering during prep periods (in excess of 30 minutes) will be paid \$40 per class period covered.
- B. A certificated staff member requiring more than one (1) class period OR the Elementary equivalent of coverage (not including teacher prep), the staff member will use sick leave in hourly, half (.5) or full day increments.
- C. Certificated staff coverage shall be documented using "Skyward coverage form" AND covering staff signatures shall be required to document and finalize such coverage.
- D. Certificated staff coverage due to extra-curricular OR co-curricular duties are not applicable to B in this section.

### **Section 5 – Study Table**

Certified staff members will be paid \$25/hr. of monitoring the study table/detention room (2hrs./day). The position of monitoring the study table/detention room will be open to all interested certificated staff members.

## **Section 6 – Administrative Designees**

If an employee is asked to serve as principal designee in the principal's absence, the administrative designee will receive an additional stipend of \$40 per day. This does not apply in the case of an administrative internship. Such payment request must be submitted to the payroll office on the appropriate form.

## **Section 7 – Staff Meetings**

- A. Employees may be required to report early or stay late as required for necessary Staff meetings twice a month. Staff members required to attend additional Staff meetings outside of the contracted workday will be given adequate advance notice.
- B. In addition, employees may be required to attend as many as five additional school enrichment activities (e.g. Welcome Back Night, Awards Night, Promotion/Graduation) during the school year, no more than three of which can be evening meetings.

## **Section 8 – Parent Conferences**

- A. Parent conference time shall be provided for the purpose of conducting required conferences with parents regarding student progress.
- B. To accommodate parent schedules employees may schedule conference appointments during planned District conference days, before or after school or in the evenings.
- C. With prior building principal permission, employees scheduling conferences outside of the normal school day to better accommodate parents will receive equal compensating time.
- D. Total conference time, regardless of conference format, will be consistent during the week for grades P-12.

## **Section 9 – Student Teachers**

Staff members have the right to accept or reject the placement of a student teacher in their classroom. They will be notified as soon as possible if the district plans to make such a placement.

## **Section 10 - Special Education**

- A. Any P-12 classroom employee having a student with an active IEP or other identified needs will receive support assistance including modification of curriculum, support inside and outside the classroom setting, and any applicable services deemed necessary by the regular and special education employees within the current available allocated special education resources. Every effort will be made to distribute IEP and high needs students equitably across each grade level.

- B. The District will provide two (2) additional training days each school year and two (2) case management days for the special education teachers outside of their contract hours. This compensation will be paid at per diem and will be limited to four (4) days over twelve (12) months.

### **Section 11 – Professional Responsibilities**

- A. Professional responsibilities are responsibilities that are performed outside the regular contracted day but are a part the educational process.
- B. They include, but are not limited to:
  - 1. Preparing for the opening of school.
  - 2. Enhancing classroom activities to reflect changing curriculum and assessment methodologies through the year.
  - 3. Accurate and timely completion of the District’s unique and required student reporting systems (i.e., report cards, test data, etc.)
  - 4. Activities designed to improve relations and communications with parents, including but not limited to, maintaining your teacher website, initiating contact with parents throughout the year to update them on student progress and other school related matters via e-mail, phone calls and/or letters home.
  - 5. Participating in building activities including but not limited to open houses and parent/teacher conferences.
  - 6. Providing supplemental support to students, including but not limited to homework assistance.
  - 7. Participating in staff collaborations, including but not limited to meetings with building and/or district staff, to improve student learning and building/district operations.
  - 8. Participating in staff development programs and conferences to improve skills in current assignment
  - 9. Curriculum implementation work to improve student learning
  - 10. District required training, including but not limited to Safe Schools Annual Training
  - 11. Building-based work to examine data to improve student learning
  - 12. Individual work to improve student learning
  - 13. Other tasks that benefit the students and/or the school programs

### **Section 12 – Non-instructional Duties**

- A. Non-instructional duties include, but are not limited to recess supervision, bus duty, and custodial duties.
- B. As needed, certificated staff may be assigned to supervision duty on a rotating basis.

## **ARTICLE VIII – LEAVES**

The Board realizes that employees will of necessity be absent from work from time to time. The Board recognizes the following types of leaves:

### **Section 1 – Scheduled Employee Absences**

In the scheduled absence of an employee for a half-day or more, a certificated substitute shall be hired.

A half-day is defined as half of the employee work day as described in Article IX, Section 14 - Length of Work Day rounded to the nearest period start or end.

### **Section 2 – Sick Leave**

- A. At the beginning of each school year, each employee 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, poor health, maternity, quarantine, medical appointments, disability or emergency. Sick leave shall accumulate to a maximum of 180 days. Sick leave shall be used in hourly (or class period), half (.5) and full day increments.
- B. All sick leave must be entered into Red Rover. Teacher coverage will be paid if and only if the sick leave is entered into Red Rover.
- C. At the end of each year, the District will provide each employee with an accounting of the accumulated sick leave and all transactions concerning their sick leave days within that time period.
- D. An employee who is unable to perform the duties because of personal illness, maternity or other disability shall, upon recommendation of a physician, be granted leave of absence without pay at the exhaustion of all available leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the superintendent. An employee who has been granted leave may return to service during the period of leave after giving ten (10) days written notice to the superintendent and with written permission of his/her personal physician.

### **Section 3 – Sick Leave Buy Back**

Pursuant to RCW 28A.400.210 and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of sixty (60) days 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 a rate equal to one day's monetary compensation of the employee for each four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

#### **Section 4 – Retirement Buy Back or Death Conversion**

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 the employee for each four (4) full days accrued sick leave for illness or injury.

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

#### **Section 5 – Sick Leave Bank**

- A. An employee may, of his/her own choice, donate portions of his/her accumulated sick leave to come to the aid of another named employee suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her employment. The determination of whether or not the illness, injury, or impairment is extraordinary and/or severe will be made by the superintendent and one or more Association representatives. The superintendent and/or Association representative may, if appropriate, require a health care provider statement confirming the extent and/or severity of the illness, injury, or impairment.
- B. A contributing employee must have an accrued sick leave balance of more than 176 hours (22 days) to assign his/her sick leave to another named employee as specified in (1) above.
- C. An employee cannot donate sick leave days that would result in his/her sick leave account going below 176 hours (22 days).
- D. Sick leave includes leave accrued pursuant to the RCWs with compensation for illness, injury and emergencies.
- E. An employee, as recipient of leave transferred under this section, shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using sick leave.
- F. In the event the donated sick leave is not fully utilized by the receiving employee, said employee must return the unused sick leave advanced to the respective donating employee.

- G. The value of the leave transferred shall be based upon the annual leave value of the person receiving the leave. The value of any leave transferred which remains unused shall be returned at its original value to the employee or employees who transferred the leave when the agency head finds that the leave is no longer needed or will not be needed at the future time in connection with the illness or injury for which the leave was transferred.
- H. To the extent administratively feasible, the value of unused leave which was transferred by more than one employee shall be returned on a pro-rata basis.

#### **Section 6 - Maternity Leave**

An employee requesting maternity leave following a doctor's verification of pregnancy shall give written notice to the District at least thirty (30) days prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment. Maternity leave shall be granted for a period not to exceed one year. Maternity leave shall be granted under Article VIII, Leaves, contained herein. In the event that all available leave has been exhausted, then the employee shall be granted a leave of absence without pay. An employee returning from maternity leave shall be placed in the position last held or in a similar position in the District.

#### **Section 7 – Parenting Leave**

Employees shall be allowed use of sick leave to attend to the birth of a child as provided for under the Family Medical Leave Act.

#### **Section 8 – Adoption Leave**

A certificated employee legally adopting a child shall notify the District in writing of the intent to adopt within ten (10) days of making application for adoption. The District will be notified as soon as possible of the expected date of commencement of leave and return to employment. Adoption leave shall be granted under the same criteria as Maternity Leave. In the event that all available leave has been exhausted, then the employee shall be granted a leave of absence without pay. An employee returning from adoption leave shall be placed in the position last held or in a similar position in the District.

#### **Section 9 - Jury Duty and Subpoena Leave**

- A. Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.
- B. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law as a Freeman School district employee.

## **Section 10 – Military Leave**

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

## **Section 11 – Attendance at Meetings and Conferences**

Leaves of absence without deduction of pay and with reimbursement of certain expenses may be granted to attend professional meetings or visit other schools upon written request to the superintendent or designee. When necessary, the District shall provide substitute certificated employees to perform the duties of certificated employees who have been granted leave to attend professional meetings.

## **Section 12 – Personal Leave**

- A. At the beginning of each year the District will grant three (3) personal leave days with a two-day roll-over option. The employee can use these days for personal leave, or if not used by the end of the school year, will receive an amount equal to one day's substitute pay for each unused day, up to four (4) days in a school year. The employee may also choose to roll over two days of unused leave to the following school year. Each member will turn in roll over paperwork to the district office by the last day of school. Roll-over of annual leave will be in a full day increment.
- B. When an employee requests 1 – 4 days of personal leave, the request must be submitted into Red Rover and approved at least 5 school days prior to the leave.
- C. An employee may carry a maximum of five (5) personal days in one school year. Five personal days may be used consecutively if:
  - 1. The employee has communicated with their immediate supervisor at least 60 calendar days ahead of time.
  - 2. Every effort will be made to ensure that no more than two subs are "secured" for the five days.
  - 3. The days do not occur during conference week(s).
  - 4. The consecutive days are not connected to the beginning or end of the school year, Thanksgiving Break, winter break or spring break.
- D. The District discourages the use of personal leave days starting with the Thursday before Memorial Day and continuing through the end of the school year.
- E. Use of personal leave will be limited to a maximum of 10% of each building's certificated staff per day. Leave will be granted on a first-come, first-served basis.



### **Section 13 – Emergency Leave**

An emergency is when something occurs unexpectedly or cannot be handled by the employee through preplanning. Up to one (1) day's absence will be allowed per year. Emergency leave is noncumulative and is deductible from sick leave. The employee shall notify their building administrator (or other district administrator if unavailable) as promptly as possible. The superintendent may grant additional emergency leave when an unusual situation arises.

### **Section 14 – Bereavement Leave**

Up to five (5) days bereavement leave is allowed upon the death of an employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law. Leave shall also be allowed upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter or grandson. The superintendent may grant additional bereavement time when an unusual situation arises. Bereavement leave is nondeductible from sick leave and is noncumulative.

Every effort will be made by the District to provide staff coverage to attend a funeral in the event of the death of a Freeman colleague or student. Arrangements will be made with the building principal should the occasion arise. If arrangements can't be made to the satisfaction of both parties, then emergency leave will be available.

### **Section 15 – Leaves of Absence**

Leaves of absence up to one (1) year without pay may be granted employees for the purpose of study, travel, recuperation, teaching in another school district, working in a professionally related field, Association or Association-related business. Employees will apply for such leave no later than March 1 of the year preceding the anticipated year of leave unless circumstances prevent such notification. Employees on a Leave of Absence shall notify the district by March 1, of their intent to return to the district from their leave of absence.

Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District. Upon request by the employee, such leave may be renewed for up to one (1) additional year.

### **Section 16 – Association Leave**

Up to six (6) days of paid leave shall be available each school year to the Association for matters approved by the local FEA unit stemming from or related to the local bargaining relationship, contract administration and maintenance, investigation of grievances, preparation for and participation in grievance arbitration hearings, representation of the Freeman Education Association at the WEA Representative Assembly and attendance at workshops or other activities concerning labor relations and/or legislation related to wages, hours, terms and conditions of employment of educational employees.

The District agrees to provide an additional twenty (20) days for Association leave provided the Association pays for the substitute or the Association member pays for the substitute.

### **Section 17 – Family and Medical Leave Act (FMLA)**

Employees are eligible for FMLA if they have worked for the District for at least 12 months, have at least 1250 hours of service with the District in the twelve (12) month period before the FMLA leave starts. Each eligible employee may take up to twelve (12) work weeks of FMLA during any twelve (12) month period to attend to their own serious medical condition or the serious medical condition of a family member. Up to 26 work weeks may be taken to care for a covered military service member.

When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee. FMLA shall run concurrently with other leave benefits.

An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.

## ARTICLE IX – FISCAL

### **Section 1 – Contract Compliance**

All individual employee contracts between the Board and an individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement. The Board shall not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice.

### **Section 2 – Individual Contract**

- 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 issued prior to negotiation shall contain a rider stating the agreement between FEA and District.
- B. The length of an assigned teaching contract shall be 182 days in total. The daily rate of pay (per diem) will be based on the 182 day contract.

### **Section 3 – Academic Extracurricular and Special Assignments**

- A. There shall be a Supplementary Employee Contract for specified academic co-curricular and special assignments which shall not exceed one year and shall be in accordance with statutory provisions.
- B. Supplementary contracts will be offered by the District on or before May 15 if possible. The employer/employee is able to discontinue the contract through written notice before May 15 of the contract year.
- C. Payment for the academic co-curricular supplementary contracts are based on the following schedule:

High School Counselor	10 days
Elementary/Middle School Counselor	10 days
CTE Agriculture (FFA)	\$5450
CTE Business (FBLA)	\$6005
CTE Construction (SkillsUSA)	\$2005
High School Band*	\$6070
High School Annual	\$3455
High School Journalism	\$3455
High School Drama	\$1885
High School Choir	\$1885

Senior Class Advisor(s)	1 at \$3140 or 2 at \$1570 each
Junior Class Advisor(s)	1 at \$3140 or 2 at \$1570 each
High School ASB Advisor	\$3000
Honor Society	\$575
Elementary Music Concerts	\$105 per concert (maximum of 4 per year)

\*As part of the High School Band stipend, the pep band will be available to play for home regular season games and home playoff games except when those games occur during a school holiday (Thanksgiving, Winter Break, etc.).

#### **Section 4 – Salaries and Salary Compliance**

- A. The District and Association agree to negotiate the Freeman School District salary schedule (See Appendix A).
- B. In addition to other provisions, salaries may be reopened by the Association or by the District for negotiations in either of the following events:
  - 1. The legislature repeals the present salary limitation laws as applied to the District; or
  - 2. The present salary limitation laws are voided as applied to the District.
- C. New Employee Salaries. All employees beginning employment with the District will be placed on the leap document for salary payment purposes only. Only state recognized credits will be accepted.
- D. The District will raise all base salaries each year of the agreement by 2.7% of the state allocated Certificated Instruction Staff (CIS) amount spread evenly across all salary steps or IPD passthrough whichever is greater.

#### **Section 5 – Pay for Part-Time Employees**

FTE for part-time employees shall be calculated by dividing total minutes taught by the part-time employee by the total minutes taught by a full-time employee in that building. Example:

High school and Middle school: staff member teaches four (4) out of six (6) periods (238 minutes) divided by teaching time of full-time staff member of 297.50 minutes = 0.8 FTE

## **Section 6 – Substitutes**

Substitute pay will be as follows over the term of the agreement:

2025-2026	\$150/day
2026-2027	\$155/day
2027-2028	\$160/day

## **Section 7 – Salary Payment**

- A. Payment shall be made on the last business day of each month.
- B. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Employees who receive an overpayment by the District will have the following options for repayment:
  - 1. lump sum repayment;
  - 2. equal payments to be completed by the end of the fiscal year; or 6 months, whichever is longer.
  - 3. If the employee is a one year only contract or resigns from the district, the balance will be repaid out of the final paycheck.
- C. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.
- D. Repayment will be made in the month following individual notification that such repayment is necessary. Any error, which results in incorrect salary schedule placement, will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error and documentation is brought to the attention of the Business Department of the District prior to October 1 of the present year.

## **Section 8 – Insurance**

- A. Allocation: Monthly insurance benefits will be equal to the amount allocated for this purpose by the state legislature.
- B. Basic Benefits are defined as dental, vision, life and accidental death and dismemberment, long-term disability, and medical insurance. Other forms of insurance and benefits include: supplemental life and accidental death and dismemberment, supplemental long-term disability, Medical Flexible Spending Arrangement (FSA), Dependent Care Assistance Program (DCAP), Health Savings Account (HSA), and SmartHealth (wellness program).

- C. The open enrollment period for the School Employees Benefits Board (SEBB) will be set by SEBB in the fall of each year. Options may not be changed after the enrollment period of each year unless there is a qualifying event, or such change is mandated by federal or state law.
- D. All eligible part-time and full-time employees shall qualify to participate on an annual basis. Eligibility is based on working 630 hours during the school year, not counting paid holidays (special circumstances apply if any employee is hired after the start of the school year).
- E. If an employee terminates his/her employment prior to the end of the contract term, coverage of the insurance shall terminate at the end of the month following said termination.
- F. The District shall provide, through its payroll system, the opportunity for the Association to participate in a VEBA plan. The VEBA plan will include options for sick leave conversion, monthly contributions, and/or cash out at the time an eligible separation per state law. FEA membership will vote annually to adopt/renew the parameters of their Association's VEBA plan in conjunction with the contract year. The Association will be responsible for submitting final vote information on the appropriate form to the District annually by September 10<sup>th</sup>.
- G. WA Paid Family & Medical Leave (PFML) is an insurance program funded through premiums paid by employees (via payroll withholding) and employers. PFML is fully administered by the Washington State Employment Security Department. Employees should contact Human Resources and/or visit [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for details.

#### **Section 9 – Employee Assistance Program**

The District will provide an Employee Assistance Program for all District staff.

#### **Section 10 – Supplemental Materials/Equipment and Professional Funds**

- A. The District will pay individual employees \$500 per school year.
- B. Professional Fund expenses could include but are not limited to:
  - Tuition (reimbursement will not be made a second time for a failed course)
  - Clock hours
  - Costs associated with Certification
  - Conference/workshop costs (registration, materials, lodging, travel expenses, meals)
  - Professional publications
  - Professional dues
  - Other related professional expenses
- C. Payment will be paid by the District to the employee, up to twice per year, once in the fall and once in the spring.

### **Section 11 – Travel**

The District encourages the use of district vehicles and the district gasoline credit card for staff travel. If the employee must use a personal vehicle for travel, mileage will be reimbursed at the maximum allowable IRS rate.

### **Section 12 – Hourly Supplemental Pay**

- A. *Committee Work:* Staff members who volunteer for any non-grant District committee that meets outside of the regular school day shall be paid at \$25 per hour for their participation. Committee work is on a volunteer basis.
- B. *Work outside of the normal workday/work year:* Work performed outside of the normal school day including but not limited to time before or after school, summer school, gifted and credit retrieval, shall be paid at a rate of \$25.00 per hour.

### **Section 13 – Length of Work Day**

- A. All certificated employees may be assigned appropriate starting and dismissal times, providing their total work day shall be no longer than seven and one-half (7 1/2) consecutive hours, including a continuous thirty (30) minute duty free lunch period. Seven (7) hours will be used when calculating hourly per diem rate. The length of the assigned work day shall be substantially equivalent for all employees. The expectation is that certificated employees arrive 30 minutes prior to the start of the school day and leave no earlier than 30 minutes after the day has ended, unless otherwise approved by the building principal.
- B. Employees may leave their building after the dismissal of their students on days preceding vacations, holidays or emergency dismissals. On the final day of school, employees may leave ninety (90) minutes after the students are excused.
- C. Prep time and before-and-after school time is included in the calculated FTE. Part-time staff members must work closely with their principal to establish appropriate starting and dismissal times. Length of the work day is pro-rated by FTE compared to a full-time work day, which is seven hours.

### **Section 14 – Calendar**

The superintendent will receive counsel from the Association before the calendar is approved by the Board of Directors. The calendar is set forth in Appendix C for information to all certificated employees.

### **Section 15 – Emergency School Closure**

Upon loss of working days due to the emergency closure of schools for any reason, the Association shall be consulted before specific make-up days are determined and announced.



## **ARTICLE X – GRIEVANCE PROCEDURE**

### **Section 1 – Purpose**

The purpose of this grievance procedure is to provide a means for the orderly and expeditious resolution of grievances.

### **Section 2 – Definitions**

- A. A grievance is an alleged misinterpretation of, misapplication of, or violations of terms and/or provisions of this Agreement or existing Board policy that affects wages, hours, or other terms and conditions of employment.
- B. A grievant shall mean an individual or a group of individuals or the Association.
- C. Days shall mean certificated employee contracted days, except that during the summer days shall mean District business days.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate members of the Administration. Every effort shall be made to settle grievances at the lowest level through such informal communication, provided that the settlement is in accordance with the terms of this Agreement.

### **Section 3 – Procedure**

#### **STEP 1**

##### **Immediate Supervisor**

The grievant and, with the employee's consent, the Association may orally present a grievance to the immediate supervisor within twenty (20) business days after the event(s) on which the grievance is based. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within ten (10) business days of the informal conference.

The "Statement of Grievance" shall name the grievant involved, the facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and give a copy of the grievance form to the grievant, the Association, and the

Superintendent. The immediate supervisor shall answer the grievance, in writing. The immediate supervisor's answer, within ten (10) business days of receiving the grievance, shall include the reasons upon which the decision was based. The immediate supervisor shall, concurrently, send a copy of the grievance, along with his/her decision, and incorporating the reasons upon which the decision was based, to the grievant, the Association, and the Superintendent.

### STEP II

#### Superintendent:

If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II Superintendent, or his/her designated representative, within ten (10) business days of receipt of the decision rendered in Step I.

The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant and/or the Association and such meeting shall be scheduled within ten (10) business days of the receipt of the Step II appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant, the Association, and immediate supervisor within ten (10) business days from the conclusion of the meeting.

### STEP III

#### School Board:

If no satisfactory settlement is reached at Step II, the grievance may be appealed to Step III within ten (10) business days after receiving the disposition of the Superintendent or after the above stated time limits have expired and submit the grievance to the Board.

If the grievance is submitted to the Board, the Board, within ten (10) business days, shall meet with the grievant, the Association representative, the Supervisor and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant, in writing, within ten (10) business days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the immediate supervisor. Grievances arising out of or relating to the interpretation of application of the terms and/or provisions of this Agreement may be submitted to arbitration.

#### STEP IV

##### Arbitration:

If no satisfactory settlement is reached at Step II, the Association, within fifteen (15) working days of the receipt of the Step II decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. The arbitrator will issue his/her decision within thirty (30) days from the date final written briefs have been submitted or, if requested by both parties, thirty (30) days after the completion of the hearing.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the employer, the Association, and the grievant.

#### **Section 4 – Jurisdiction of the Arbitrator**

- A. The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.
- B. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following:
  - 1. The termination of services of or failure to reemploy any provisional employee.
  - 2. The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.
  - 3. Any matter involving employee evaluation, provided that evaluation procedures shall be subject to the arbitrator's review.
  - 4. Any RIF, nonrenewal, discharge, or actions which adversely affect the employee's contract status if the employee has waived his/her right to the grievance procedure by utilizing the statutory procedures.
  - 5. Any matter excluded elsewhere in this Agreement.

#### **Section 5 – Election of Remedies**

Any reprimand, discipline or reduction in rank or compensation shall be subject to the grievance procedure hereinafter set forth, PROVIDED, however, that in cases of nonrenewal, discharge, or

actions which adversely affect the employee's contract status, the employee shall select the statutory procedures or the grievance procedure. In the event the employee serves notice to the Board that he/she is appealing the Board's decision according to the statutory provisions, then and in that event, such cases shall be specifically exempted from the grievance procedure.

#### **Section 6 – Time Limits**

- A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties involved in the grievance. Failure on the part of the employer (at any step of this procedure) to communicate the decision on a grievance within the specific time limit shall permit the grievant to lodge an appeal at the next step of this procedure.
- B. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be considered withdrawn.

#### **Section 7 – Accelerated Grievance Filing**

- A. In order to expedite grievance adjudication, the parties agree that any class action grievances involving the evaluation procedures will be lodged at Step II of this procedure.
- B. Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even though the contract has expired.

#### **Section 8 – Reprisals**

No reprisals of any kind will be taken by the employer against any employee because of his/her participation in any grievance.

#### **Section 9 – Costs**

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

#### **Section 10 – Personnel File**

There will be a separate file for processed grievances.

#### **Section 11 – Grievance Forms**

Forms for filing grievances may be found in Appendix E.

## **Section 12 – Released Time**

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

## **ARTICLE XI – DURATION**

- A. This Agreement shall be effective as of the first contracted day of 2025, and shall continue in effect until the last contracted day of 2028. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
  - 1. Items brought up during the initial year of the contract (2025-2026) can be considered if both the district and FEA benefit. If mutually agreed upon, an MOU will be used.
  - 2. For the 2026-2027 school year, three (3) mutually agreed upon items can be considered. If mutually agreed upon, an MOU will be used.
  - 3. The final year of the contract will be a full opener (Spring 2028).
- B. This Agreement may also be opened for amendment(s) by the mutual consent of both parties, and the Board shall not adopt policy affecting wages, hours, terms and conditions of employment without negotiating with the Association.
- C. Requests from the Association for meeting of the negotiating teams shall be made in writing directly to the superintendent and the Board. Requests from the Board shall be made in writing directly to the president of the Association. Within ten (10) days of the date of request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days of the request.
- D. Additional meetings shall be agreed upon by the negotiating teams as may be necessary. Released time may be arranged for Association representatives when meetings are held during school hours.

This Agreement as amended is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2025  
by and between the Board and the Association.

For the Freeman Education Association

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For the Freeman School District

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## APPENDIX A – 2025-2026 SALARY SCHEDULE

Table of Total Base Salaries for Certificated Instructional Staff						
Salary Schedule 2025-2026						
Years Of Service	BA	BA+30	BA+45	BA+90 Or MA	MA+45	MA+90 Or PhD
0	51,305	54,126	55,567	61,510	66,129	69,106
1	51,997	54,855	56,358	62,195	66,860	69,816
2	52,655	55,542	57,161	62,883	67,535	70,523
3	53,333	56,249	57,920	63,536	68,175	71,233
4	53,998	56,987	58,714	64,220	68,890	71,976
5	55,221	57,694	59,519	64,915	69,569	72,715
6	55,390	58,420	60,335	65,629	70,260	73,419
7	56,632	59,702	61,722	66,963	71,660	74,912
8	58,448	61,638	63,823	69,063	73,827	77,194
9		63,684	65,947	71,186	76,061	79,546
10		65,754	68,181	73,421	78,362	81,958
11			70,480	75,718	80,766	84,436
12			72,705	78,109	83,236	87,018
13				80,582	85,767	89,661
14				83,127	88,477	92,404
15				85,288	90,778	94,807
16 or more				91,236	97,110	101,892

*For credits earned after the BA degree but before the MA degree:*

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

\* 3 State PD Days in 25-26

\* Freeman will receive a 4% experience factor for the 2025-2026 school year.  
This 4% can be removed by the state.

\* \$500 annual allotment



# APPENDIX B - 2025-2026 SCHOOL CALENDAR



## FREEMAN SCHOOL DISTRICT #358 2025 - 2026 School Calendar



August				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
September				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
October				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	*23	*24
27	28	29	30	31
November				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
December				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
January				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### Significant Dates

August 18	Staff Orientation/Open House
August 19	Professional Development
August 20	First Day of School
August 25	First Day of Kindergarten
August 29	No School
September 1	Labor Day Holiday - No School
September 24	Late Start PD
October 23 - 24	Conferences - No School
October 29	Late Start PD
November 11	Veterans' Day Observed - No School
November 24 - 28	Thanksgiving Holiday - No School
December 3	Late Start PD
December 19	End of Semester
December 22 - January 2	Winter Break - No School
January 5	Professional Development - No School
January 19	Martin Luther King Jr. Day - No School
February 4	Late Start PD
February 16	Presidents' Day Holiday - No School
March 6	Snow Make-up Day - No School
March 9	Professional Development - No School
March 18	Late Start PD
April 2 - 3	Conferences - No School
April 6 - 10	Spring Vacation - No School
April 27	Professional Development - No School
May 6	Late Start PD
May 22	Snow Make-up Day - No School
May 25	Memorial Day Holiday - No School
June 6	High School Graduation
June 9	8th Grade Promotion
June 10	Last Day of School - Early Release

Shaded Dates - No School

○ Indicates Late Start/Professional Development Days

\* Indicates Parent Conference Days - No School

\*\* Indicates Early Release - 12:30 pm

Yellow background indicates School Begins & Ends

February				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
March				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
April				
Mon	Tue	Wed	Thu	Fri
		1	*2	*3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
May				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
June				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	**10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
July				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

## APPENDIX C-1 - COUNSELORS COMPREHENSIVE EVALUATION FORM

Freeman School District

### Certificated Evaluation Rating: Comprehensive Cycle

(School Counselor)

Certificated	
Support Personnel: _____	Date: _____
School (s): _____	Assignment: _____
Evaluator: _____	

**Evaluator:** Assign each criterion a score that summarizes the employee's performance according to the following continuum: 1—Unsatisfactory; 2—Basic; 3—Proficient; or 4—Distinguished. Add each of the criterion scores together to determine the Overall Summative Score.

State Criteria			Criterion Score 1-4
1) Knowledge and scholarship in special field			
2) Specialized skills			
3) Management of special and technical environment			
4) Support person as a professional			
5) Involvement in assisting pupils, parents, and educational personnel			
OVERALL SUMMATIVE SCORE			
1-Unsatisfactory 5-8	2-Basic 9-12	3-Proficient 13-17	4-Distinguished 18-20

The employee's SUMMATIVE EVALUATION RATING is (circle one):

Unsatisfactory

Basic

Proficient

Distinguished

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Signing of this instrument acknowledges participation in, but not necessarily concurrence with the evaluation.

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Building file has been reviewed by employee: \_\_\_\_\_

Employee Initials and Dates

Copy to employee upon request  
Copy retained in Personnel File

UPDATED JANUARY 2016

## APPENDIX C-2 - COUNSELORS FOCUSED EVALUATION FORM

Freeman School District

### Certificated Evaluation Rating: Focused Cycle (School Counselor)

Certificated Support Personnel: _____	Date: _____
School (s): _____	Assignment: _____
Evaluator: _____	

**Evaluator:** Assign one criterion of Focus a score that summarizes the employee's performance according to the following continuum: 1—Unsatisfactory; 2—Basic; 3—Proficient; or 4—Distinguished.

State Criteria			Criterion Score 1-4
1) Knowledge and scholarship in special field			
2) Specialized skills			
3) Management of special and technical environment			
4) Support person as a professional			
5) Involvement in assisting pupils, parents, and educational personnel			
OVERALL SUMMATIVE SCORE			
1 Unsatisfactory	2 Basic	3 Proficient	4 Distinguished

The employee's SUMMATIVE EVALUATION RATING is (circle one):

Unsatisfactory

Basic

Proficient

Distinguished

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Signing of this instrument acknowledges participation in, but not necessarily concurrence with the evaluation.

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Building file has been reviewed by employee: \_\_\_\_\_  
Employee Initials and Dates

Copy to employee upon request  
Copy retained in Personnel File

## APPENDIX D – GRIEVANCE REVIEW REQUEST FORM

This form is to be used by a certificated employee when filing a grievance review according to Article X, Section 11 of the current Collective Bargaining Agreement. This same form must be used at each step and submitted in duplicate.

TO: \_\_\_\_\_  
Supervisor Position

FROM: \_\_\_\_\_  
Grievant's Name Position

LOCATION: \_\_\_\_\_  
Building Department

1. Date cause of grievance occurred: \_\_\_\_\_

2. Area of Collective Bargaining Agreement Violated (Include article(s) and section(s) of the Collective Bargaining Agreement when appropriate.)

3. Statement of the grievance. (Include time, place, parties involved, witnesses)

4. The relief sought.

\_\_\_\_\_  
Grievant Signature Date

## APPENDIX E – JUST-CAUSE/SEVEN KEYS TEST

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULE OR ORDER:** "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
3. **INVESTIGATION:** "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
4. **FAIR INVESTIGATION:** "Was the Employer's investigation conducted fairly and objectively?"
5. **PROOF:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. **EQUAL TREATMENT:** "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the Employer in a particular case reasonably related to
  - A. the seriousness of the employee's proven offense, and
  - B. the record of the employee in his/her service with the Employer

