COLLECTIVE

BARGAINING

AGREEMENT

GREEN MOUNTAIN EDUCATION ASSOCIATION AND

GREEN MOUNTAIN SCHOOL DISTRICT NO. 103

September 2026-2029

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PREFACE

The Green Mountain Education Association and the Green Mountain School District enter into this Agreement with the intent of communicating their understandings about the working conditions for teachers and the professional expectations for all certificated employees covered hereby. Recognizing that good communications are an essential part of this Agreement, employees and Association officers are encouraged to seek clarification with the Administrator or Board of Directors any time there is a question about the interpretation of this Agreement.

The District and Association have reached certain understandings which they desire to confirm in this Agreement.

It is hereby agreed as follows:

ARTICLE I: ADMINISTRATION

1.1 Recognition

The green Mountain School District Board of Directors (hereinafter "Board" or District") recognizes the Green Mountain Education Association (GMEA, hereinafter "Association") as the sole and exclusive representative for all certificated employees, including certificated classroom teachers, certificated support staff, and substitute teachers. Such representation shall exclude the Superintendent and any other position of administrative or supervisory function.

1.2 Conformity to Law

Both parties agree to comply with state and federal law. This Agreement shall be governed and construed according to the constitutions and laws of both the State of Washington and the United States. If any provision of the Agreement or any application of the Agreement to any employee or groups of employees covered hereby shall be found to be contrary to law, such provision shall become void and inoperative, however the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.

1.3 Status of the Agreement

1. This Agreement supersedes all previous agreements, including any written or verbal agreements with individual association members or the Association. Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

2. Where there is a conflict between this Collective Bargaining Agreement and any resolution, rule, policy, or regulation of the District, the terms of this Agreement shall prevail.

3. All existing rules, regulations, or policies of the District not in conflict with this Agreement shall remain in full force.

1.4 Compliance of Agreement

1. All individual teacher contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any individual teacher contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

2. Individual teacher contracts shall include the following statement:

   "Provided however, that the terms of this contract shall be consistent with and subject to the terms and the execution of the Collective Bargaining Agreement between the Green Mountain Board of Directors and the Green Mountain Education Association."

1.5 Distribution of Agreement

1. Within 30 days of the ratification and signing of this Agreement, the District shall print and distribute a copy to each certificated employee of the district. The District shall make certain that any new certificated employee is provided a copy of this Agreement within ten (10) working days of their date of hire.

2. A copy of this Agreement shall be made available for public review in the District office, and an electronic copy shall be posted on the District website within 30 days of final ratification, consistent with Washington Law.

1.6 Duration and Re-negotiations

1. The term of the negotiated elements contained in this agreement shall be three (3) years, effective September 1, 2026, through August 31, 2029.

ARTICLE II: BUSINESS

2.1 Dues, Deductions, Representation Fees

1. On or before August 15 of each school year, the Association shall give written notice to the District of the dollar amount of individual dues of the Association, including the National Education Association and the Washington Education Association, which dues are to be deducted in the coming school year under payroll deduction.

2. Employees may sign and deliver to the Association an Assignment of Wages which shall authorize deduction of membership dues by the Association. Such authorization shall continue year to year unless a written and signed request is submitted to the Washington Education Association.

3. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck, beginning in the pay period in September or the pay period following notice of authorization for dues deduction. Certificated employees who commence their authorization after September, or who terminate employment before June, shall have their deductions prorated at one-twelfth (1/12) of the total amount for each

month the teacher is employed. Any requested change in the amount to be deducted will require at least thirty (30) days' written notice to the payroll department. The District agrees to promptly remit directly to Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

4. The Association recognizes the right of individual certificated employees not to join the Washington Education Association and/or the National Education Association.

5. The Association agrees to hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability which may arise out of or by reason of the District's implementation of this section. The Association agrees to refund to the District the amount paid to it in error on account of this section. If the Association or one of its agents is found to be in violation of any state, federal or any other law, or the provisions of the preceding sections, the Association agrees to compensate the District for all legal fees incurred by the District in regard to such violations.

2.2 Management Rights

1. It is agreed that the rights, powers, functions, and authority of management given by law are vested in management officials of the District. Included in these rights are:

   a. the right and authority to direct the workforce;

   b. the right and authority to hire, evaluate, promote, retain, transfer, and assign employees to positions;

   c. the right and authority to suspend, discharge, demote, or take other disciplinary action against employees; and

   d. the right and authority to release employees from duties because of unsatisfactory evaluated performance or for other legitimate reasons.

2. The District shall retain the right to maintain efficiency of the District operation. The right to make reasonable regulations shall be considered acknowledged functions of the District. In making regulations relating to matters of working conditions, the District shall give full consideration to the legal rights of the employees.

3. The District retains and reserves all powers, rights, authority, duties, and responsibilities conferred by law and the regulations of the Washington Administrative Code.

2.3 Teacher Responsibilities and Authority

1. Teachers shall maintain good order in their classrooms and shall enforce district rules for pupil conduct. It is agreed that teachers have a duty to supervise pupils not only while in the classrooms, but also to assist in the general supervision over pupils during the school day.
2. Teachers assigned to classroom duties shall daily take accurate attendance by the time specified by the office.

3. Teachers shall plan lessons, instruction, and shall be responsible for the preparation of substitute lesson plans when they are absent from work.

4. Teachers shall, in accordance with the due process rights of the student, have the authority to discipline any student for any disruptive or disorderly conduct or other violation of rules for student conduct which may occur in the presence of the teacher. Teachers may also recommend the short-term exclusion, suspension, or expulsion of students to the Superintendent/principal.

5. In any case of misconduct when ordinary and usual methods of classroom correction are insufficient, the teacher may refer the offending pupil to the school administrator, who shall take such action as he/she deems appropriate under the circumstances.

6. Teachers may, for the purpose of discipline or for making up neglected lessons, detain pupils by prior arrangement with parents not to exceed forty (40) minutes at the close of the afternoon session.

2.4 Association Rights and Privileges

1. The Association shall have the right to reasonable use of District facilities and equipment in conducting business related to represented employees, provided that the Association shall reimburse the District for actual costs associated with such reasonable use.

2. The Association may use District facilities for meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with normal school operations.

3. The Association shall have the right to use teacher mailboxes and District email for communication purposes provided that such communications are not in violation of RCW 42.17.30. It is acknowledged by the parties that District email is not confidential and may be subject to public disclosure. The Association shall not use the school's email system or other resources to communicate campaign-related information including endorsements.

4. Non-confidential public documents will be made available to the Association in a reasonable timeframe following a request for specific items.

ARTICLE III: PERSONNEL

3.1 Teacher Contracts

1. The District shall provide each certificated employee with a written contract with teaching assignment(s) indicated therein, which shall be subject to change to meet the needs of the District. Individual contracts shall be in conformity with Washington State law and the terms of this agreement.

2. The length of the employee base contract shall be one hundred eighty (180) instructional days and the number of professional learning days funded by the state, except those employees contracted for less than 1.0 FTE may be contracted for fewer days.

3. Teachers employed less than full-time shall be contracted on a percentage of FTE.

4. Association members will be provided with an extended contract of three (3) district-directed days at their calculated per-diem rate, at the district's option. Two days shall be scheduled prior to the start of the school year and used for required training and classroom preparation; one day shall be scheduled after the end of the student year for classroom cleanup and other required activities.

5. The District will provide one full day or two half days at the beginning of each school year, at the district's discretion to be self-directed time for certificated staff to prepare their classrooms and materials for students.

6. It is the responsibility of the employee to maintain a current and valid teaching credential.

7. Certificated contracts will be issued to staff no later than June 1st of each year and will be due back to the District by June 15th of each year.

8. An employee may be released from their contract at any time the Board accepts their resignation.

3.2 Layoff and Recall

1. The Board of Directors and Superintendent have the legal responsibility to determine the educational program, services, and appropriate staffing levels for the Green Mountain School District No 103, based on the educational goals of the district and the known and projected fiscal resources available for each school year.

2. Prior to May 15 of each year, the Board shall determine whether the known and projected financial resources and projected student enrollment of the district will be adequate to permit the district to maintain its certificated staff and its educational programs and services at approximately the same levels for the following school year.

3. If it is determined that financial resources at approximately the same levels are not reasonably assured for the following school year, or that enrollment will significantly decline, the Board shall adopt adjusted educational programs. The Board will also identify those certificated staff members who will be retained to implement the adjusted programs and those certificated staff members, if any, who must be terminated from employment and/or otherwise have their employment status adjusted. All terminations from employment shall be accomplished in accordance with RCW 28A.405.210 and other applicable laws and court rulings.

4. Any certificated staff member to be retained by the District during a layoff must possess a valid Washington State Teacher Certificate for the position to which he or she is assigned.

5. In the event all teachers possess valid Washington State Teaching Certificates for the position occupied, those teachers with least seniority in teaching experience in

the state of Washington shall be first to be laid off and those with the most teaching experience in the state of Washington shall be the last to be laid off.

6. In the event that seniority in teaching in Washington state is equal as between two or more teachers, the teacher with least seniority in the Green Mountain School District shall be first to be laid off and those with the most seniority in the Green Mountain School District shall be last to be laid off.

7. In the event that seniority in teaching in Washington state and the Green Mountain School District is equal as between two or more teachers, those teachers with the fewest college credits shall be first to be laid off and those with the most college credits shall be last to be laid off.

8. All certificated personnel not retained as a result of lay off shall be placed in an employment pool for one year for possible recall. Employment pool personnel shall be given the first opportunity to fill any position which becomes available on the same basis of seniority as for lay off (most seniority, recalled first; least seniority, recalled last).

3.3 Personnel Files

1. The District shall maintain a personnel file on each employee which will contain at a minimum:

   a. Copies of the employee's teaching certificate;

   b. Originals of annual teaching base contracts, extended contracts, and any supplemental contracts;

   c. Union dues forms;

   d. Originals of annual evaluations;

   e. Copies of transcripts, clock hour forms, and other professional development documentation.

2. The school district personnel file on any certificated employee in possession of the District shall not be withheld during the normal working hours of the District office from the inspection of that employee. Employees shall have the opportunity to review all contents of their file and shall be provided copies of contents upon request at a cost of ten (10) cents per page. (Including materials originating from within the District before they are made a permanent part of their personnel file.)

3. Teachers shall have the right to have a witness present, at their discretion, when they review their District personnel file. An educator shall have the right to answer and/or refute in writing any materials which may be judged by him/her to be derogatory to his/her conduct, service, character, or personality. The written response shall be made part of the employee's personnel file.

4. Derogatory statements from lay persons or organizations shall not be included in the permanent file unless the statements have been shown to the employee and discussed with him/her within ten (10) days from the date of receipt by the District.

5. Upon request by the teacher, the Superintendent or his/her official designee shall sign an inventory sheet composed by the teacher to verify contents of the personnel file at the time of inspection by said teacher.

3.4 Teacher Workday

1. The length of the teacher workday shall be 7.5 hours, including a paid 30-minute duty-free lunch. Teachers contracted 0.5 FTE or less, or who work fewer than five consecutive hours per day, are not entitled to a paid lunch period. Employees will be expected to be fully prepared for their daily professional responsibilities even though preparation may extend beyond the normal on-site workday. Duties that extend beyond the teacher's regular contract will be handled in accordance with Section 4.2 of this Agreement.

2. Teachers shall begin their workday a minimum of thirty (30) minutes before the students' school day begins, and shall continue a minimum of thirty (30) minutes after the students' school day.

3. The teachers' workday shall include a thirty (30) minute uninterrupted (i.e. continuous) preparation period. Part-time certificated employees contracted for less than 0.5 FTE may be allocated a pro-rated preparation period of not less than fifteen (15) minutes per day. Additional preparation time lost due to the absence of a PE-health specialist (when the District has been able to fund and fill that position) shall be reimbursed at the curriculum rate of pay.

4. When schools are closed because of inclement weather, ice, snow, other emergencies (floods, volcanic disruption, earthquakes, lack of heat, septic tank failure, etc.) or other hazardous condition, teachers shall not be required to work and will suffer no loss of pay or benefits.

5. In the event the administration makes a decision to postpone the start of school due to an emergency situation, as stated above, teachers shall be required to arrive at school thirty (30) minutes prior to the newly scheduled student starting time.

6. In the event schools are closed early due to an emergency situation (inclement weather, ice, snow, floods, volcanic disruption, lack of heat or lights, etc.) and the administration has made a decision to send students home, teachers shall be permitted to leave after students have been accounted for or are off school grounds.

7. Teachers shall suffer no loss in wages, benefits or contractual or statutory advantages as a result of such work rules.

8. When the District is required by law to make up days missed in order to receive its appropriation due to emergency school closure, such scheduling of make-up days shall be accomplished through the mutual agreement of the District and Association. Teachers shall not be required to make up days lost as a result of school closing or cancellation of classes unless such failure could result in a school year of fewer that

one hundred eighty (180) days. In the event a waiver is granted by OSPI for fewer than 180 days, teachers shall suffer no loss in pay or benefits.

3.5 Employee Work Year

1. Employees shall be employed under contract for a school year, one hundred eighty (180) school days and all professional learning days (PLDs) funded by the state. All employees are expected to prepare for, conduct, evaluate and summarize instruction for students preceding, during, and following the student school year, conference with parents, and collaborate with colleagues.

2. Employees hired after the beginning of the school year and/or working less than one (1.0) FTE will have their contract expressed as a decimal fraction of FTE or a number of work days.

ARTICLE IV: WAGES AND BENEFITS

4.1 Salary Schedule

1. Certificated employees of the District shall be salaried annually based on the District Salary Schedule (Appendix A)

2. Placement on the salary schedule will be determined by the certificate held and/or the credits on file in the District office as of September 1st. Credits or clock hours earned after September 1 or not filed according to the stated procedure will be reserved for salary schedule placement the following year.

3. Full experience will be granted for prior public-school experience if the employee possessed a valid teaching certificate at the time the experience was gained. Credit for private school professional experience will be given, if the employee possessed a valid certificate at the time the experience was gained, on the basis of one (1) year of experience credit for every two (2) full years of private school service, not to exceed five (5) years of experience credit for ten (10) full years or more of private school experience. Credit for military experience will be given, not to exceed two years for employees involuntarily mobilized while under contract with the District.

4. The 2025-26 salary schedule adopted by the Board of Directors will be increased by the current state IPD and an additional four percent (4%) for the 2026-27 school year. For the 2027-28 contract year the District salary schedule shall be increased by the state IPD. The union will have one non-wage or benefit opener in year 2 of the contract (2027-28) And in year 3, (2028-29) the salary schedule will be increased by the state IPD.

4.2 Supplemental Contracts

1. Employees may be offered supplemental contracts for work outside of their regular contract or for special assignments, like Outdoor School. Supplemental contracts shall stipulate the work to be done, or responsibilities assigned and shall either be specified as a fixed stipend or a number of hours at per diem or curriculum rate.

2. For supplemental contracts that involve committee work or other non-student-contact responsibilities the curriculum rate of pay shall apply. The curriculum rate for the duration of this Agreement shall be per diem at the beginning payrate for zero experience and BA + 0

3. The issuance of supplemental contracts is the prerogative of the Superintendent and the Board of Directors and is not a negotiated condition of this Agreement. Such contracts are non-continuing and do not infer or guarantee any future contract or employment.

4.3 Payroll Deductions

1. All salaries are subject to payroll deductions for:

   a. State retirement systems;
   b. Federal withholding tax;
   c. FICA;
   d. Workers' Compensation;
   e. Absence not covered by leave provisions of this Agreement;
   f. Insurance cost sharing as required by the School Employees Benefits Board (SEBB).
   g. PFML;
   h. Medicare;
   i. Union Dues;
   j. VEBA (when approved by Association vote)
   k. Supplemental LTD (through SEBB)
   l. LTC

2. The District agrees to deduct any Association dues from the wages of employees who voluntarily request it, consistent with § 2.1 of this agreement.

4.4 Insurance, Pooling, and other Benefits

1. The District will provide the maximum insurance contribution allowable by law per month per eligible employee.

2. Monthly HCA payments for employees are included in the state allocation for benefits.

4.5 Professional Development

1. The District will, upon prior written approval by the Superintendent or designee, reimburse, no later than the next pay day after the course, employees covered by this Agreement for costs incurred in any course/courses or training that will enhance an employee's performance, up to $500.00 per school year, the school year being defined as September 1st-August 31st. The District may pre-pay for courses as determined by the Superintendent or designee. As a condition of pre-payment, the employee will provide authorization to deduct the cost of the course from their salary if the employee fails to provide evidence of having completed the course. Funds not claimed shall be pooled and available to employees for reimbursement for excess educational expenses.

2. Allowable courses may be graduate or undergraduate, taken for credit or audit, or approved for Washington State clock hours. Allowable reimbursements are tuition or workshop fees, clock hour charges, associated books or materials, conference registration fees, and travel and lodging costs.

3. The cost of a substitute will be assessed against the employee's professional development allowance.

4. All classes selected by an employee must meet the criteria established by the legislature pursuant to Chapter 28A.410 RCW. Upon completion of the course, the employee will submit a transcript or other proof of completion. Credits earned for lateral advancements are subject to approval. (Must meet Professional Educators Standards Board requirements for certificate renewal.)

5. Nothing in this section restricts the District from providing additional professional development or professional development leave to Association members at District expense, when such additional training and leave is deemed by the Superintendent and/or Board to be of benefit to the educational program. Such additional funding and/or leave shall be at the discretion of the Superintendent or designee and shall not confer any future obligation.

4.6 Other benefits

1. Each unit member shall be granted $375 per year for teaching supplies and classroom materials to be used at their discretion. Union member payments will be processed with the regular September accounts payable run. Members will be required to submit receipts for the total sum provided to each member. Supplies purchased that are not consumable in nature are the property of the district and must remain with the district if separation of the member occurs.

ARTICLE V: LEAVES

5.1 Sick and Emergency Leave

1. Sick and emergency leaves are leaves for which an eligible employee accrues entitlement and which the employee may use as described in this Agreement and as provided for in RCW 28A.400.300.

2. At the beginning of each school year, each employee shall be credited with an advanced sick leave and emergency leave allowance equal to twelve (12) days. Sick and emergency leave shall be accounted for on an hourly basis. Part-time employees will be credited with a pro-rated leave allowance based on the FTE fraction established by their contract.

3. Leave will be deducted based on the actual number of work hours missed, except that if leave is used on a scheduled teacher half-day, 7.5 hours will be deducted from the employee's leave balance to correspond with that day's full per diem pay.

4. Any leave which is credited to an employee and not later earned must be repaid to the Employer. Employees will not accrue leave or be paid during any period of unapproved absence.

5. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum equivalent to 180 days as provided in state law.

6. Upon written request at the end of each school year, the District will provide an employee with an accounting of their sick and emergency leave days and usage for the previous school year.

7. Use of sick leave:

    a. Sick and emergency leave may be used in the event of an absence due to disabilities resulting from illness, injury, accident, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Temporary disability leave may also be used for emergencies, parenting birth leave, professional leave, and family illness leave.

    b. Emergency leave may be taken pursuant to Policy 5405. Emergency leave will be deducted from the staff member's sick leave balance. An emergency arises out of unforeseen and unexpected circumstances which create an air of crisis or extreme need. The circumstances must present a grave and clear danger that immediately threatens physical or mental health or would result in irremediable harm or in immediate disaster to life or property unless some action were taken. Emergency leave is limited to three (3) days per year and upon return the employee must submit a written application for emergency leave.

    c. The District shall also grant sick leave to employees in the event of illness within the immediate family of the employee. For the purposes of this provision, the term "immediate family" shall mean spouse, children, members of the household, or other dependent persons and domestic partners.

    d. Employees are encouraged to make medical, dental, and other appointments outside of school hours whenever possible. Sick leave may be used for medical, dental, or other health appointments when appointments are non-routine and cannot be made at another time.

    e. New employees may transfer accumulated sick leave earned in other Washington school districts as provided for in RCW 28A.400.300. Such transferred leave shall be credited to the employee's leave balance upon receipt of verification from the previous employer.

    f. An employee who is unable to perform his/her duties because of personal illness, maternity, or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application of leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent and approved by the Board of Directors. 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 the employee's physician.

5.2 Maternity and Child-Care Leave

1. An employee requesting parental leave should, if possible, give written notice to the District at least two (2) weeks or more prior to commencement of said leave. The written request for parental leave should include a statement as to the expected date of return to employment. In addition, unless the Superintendent approves an earlier date of return, the employee will give at least fourteen (14) days advance notice of the actual date of return. In the event sick leave has been exhausted, then the employee shall be granted a leave of absence without pay.

   Shared leave for maternity disability or child bonding will be allowed in accordance with Washington Law as provided in Board Policy 5404.

5.3 Adoption Leave

1. Two (2) days of adoption leave with pay shall be granted to an employee for court and legal proceedings, home study and evaluations, and home visitations instituted by the adoption agency, with the stipulation that the employee make every effort to schedule these proceedings outside of school hours. Adoption leave will be deducted from the employee's sick leave balance.

5.4 Bereavement Leave

1. Each employee will be granted up to four (4) days of leave of bereavement per year, which will not be deducted from the employee's sick and emergency leave balance. Bereavement leave will not accumulate and may not be carried over from year to year.

2. Bereavement leave shall be granted for a death of an immediate family. "Immediate family" shall include mother, father, brother, sister, wife or husband, son or daughter, grandfather or grandmother, grandchild or the same as related by marriage. In the cases of some other factor, prior approval should be sought from the Superintendent.

5.5 Jury Duty and Subpoena Leave

1. A paid leave of absence shall be authorized for jury duty or when an employee is subject to a court summons or a subpoena as a disinterested witness in court. Such leave will not be deducted from the employee's sick leave balance.

2. An employee who has been notified that he/she is to appear for jury duty or has received such a subpoena will notify the Superintendent or designee as soon as practical.

3. An employee who must appear or serve for such witness or jury duty, and who is released from such duty on or before the noon recess, will as soon as possible report such release to the Superintendent or designee and, if his/her services are requested, will report for assignment within a reasonable time.

5.6 Military Leave

1. An employee, who is inducted into or otherwise enters the Washington National Guard, United States Public Health Service, or the Armed Forces of the United States, shall be granted leave without pay for a maximum of five (5) years.

2 Following release from military service, employees who satisfy the requirements set forth below will be reinstated to employment status unless changed circumstances of the District render such reinstatement impossible or unreasonable. Such reinstatement will occur no later than the beginning of the next school year or sooner if an appropriate vacancy exists.

3. Full experience credit for leave of absence while in military service will be granted.

4. To be eligible for re-employment under the above paragraph, the returning employee must:

   a. Furnish a receipt of honorable discharge, report of separation, certificate of satisfactory service, or other proof of having satisfactorily completed his/her service.

   b. Make written application for re-employment to the District within ninety (90) days of the date of his/her separation or release from service.

5. An employee who is called to active-duty training in the Armed Forces Reserve will be granted military leave of absence at normal pay for a period not exceeding fifteen (15) days during each calendar year, provided that such reservist shall present evidence to the District that he/she has made reasonable efforts to arrange for such active-duty training during the summer months or other District vacation periods.

5.7 Personal Leave

1. Each certificated employee shall be granted two (2) days of personal leave, which may be accumulated to a total of six (6) days. Part-time employees shall receive a prorated allowance of personal leave based on their FTE percentage.

2. At the end of each school year, employees may cash out up to two (2) personal days at the employee's current rate of pay by submitting a request after June 1st of the current school year.

3. Personal leave shall be requested at least seven (7) days in advance except in emergency situations. When more than one teacher requests personal leave on the same day, earlier requests for personal leave shall prevail. Personal leave, except in emergency situations, shall not be used during the first (1st) or last two (2) weeks of school. Leave that falls prior to or the day after a federal holiday must be taken as unpaid.

5.8 Association Leave

1. Subject to availability of an appropriate substitute, officers of the Association shall be granted up to three (3) days of release time for conducting Association business away from school. The Association shall bear the full expense of substitutes for such release time and shall pay the District within thirty (30) days of being invoiced for

substitute costs. The Association agrees to hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability which may arise out of or by reason of the District's leaves for Association business.

5.9 Leave Sharing

1. As provided in Chapter 392-136A and Policy 5406, the District shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by other eligible staff members.

5.10 Sick Leave Buyback

1. The District shall provide annually for sick leave buyback in accordance with RCW 28A.400.210 and Policy 5401.

ARTICLE VI: INSTRUCTIONAL ISSUES

6.1 Class Size

1. The following goals for class sizes are agreed to by the District and the Associations:

Kindergarten	20 or fewer students
Grades 1 – 2	22 or fewer students
Grades 3 – 4	24 or fewer students
Grades 5 – 6	26 or fewer students
Grades 7 – 8	28 or fewer students

2. Physical education class size for grades K-5 should not exceed 28 students and middle school class size should not exceed 38 students without consideration of additional district support.

3. In the event that unforeseen student enrollments during the course of the school year create a situation that exceeds those goals, the District agrees to allocate resources including para-educator time to that teacher to compensate for the increased workload.

6.2 School Visitors

1. The Board of Directors of the Green Mountain School District welcomes and encourages visits to school by parents, other adult residents of the community and interested educators.

2. To ensure orderly operation of the educational process, the Superintendent or designee shall supervise the following guidelines governing school visits:

   a. All visitors must report to the office upon their arrival at the school.

b. Visitors whose purpose is to influence or solicit students shall not be permitted on the school grounds unless the visit furthers the educational program of the district.

c. If the visitor wishes to observe a classroom, the time will be arranged after the Superintendent, or designee has conferred with the teacher.

d. If the purpose of the classroom visitation is to observe learning and teaching activities, the visitor may be required to confer with the teacher before and/or after the observation to enhance understanding of the activities.

e. The Superintendent or designee may withhold approval if particular events such as testing would be adversely affected by a visit. Similarly, if a visitor's presence becomes disruptive, the Superintendent or designee may withdraw approval.

ARTICLE VII: EVALUATION

7.1 General Evaluation Procedures, Applicable to all Staff

1. Responsibility for Evaluation

   A principal or the Superintendent shall be responsible for the evaluation of certificated employees.

   The Superintendent shall have the prerogative to choose the evaluation tools or forms to be used by the District, such that they conform to the requirements set forth herein.

2. Required Evaluations

   a. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than June 1 of the year in which the evaluation takes place.

   b. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

   c. If the evaluator contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 10.

3. Evaluation Procedures

   a. Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures and any relevant forms or information appropriate to the employee's position and track in the evaluation cycle.
   b. Observation Requirements

i. During each school year all employees shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. At least one such observation must be for a period of thirty (30) minutes.

ii. The total observation time for each employee for each school year shall not be less than sixty (60) minutes.

iii. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of their duties and the total observation time for the school year shall be not less than ninety (90) minutes.

iv. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

v. The evaluator may make formal observations at any time during the school year, all of which observations shall be identified and included in the evaluation report. Informal observations ("drop-ins") may also be used as a source of direct evidence for observations.

vi. Within five (5) working days of completion of each formal classroom observation, the employee shall be given a written report or checklist of the observation.

vii. A meeting shall be held between the evaluator and the employee to discuss the report if either elect to do so.

c. Final Annual Evaluation

i. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is finalized.

ii. Following the completion of each evaluation report, a meeting shall be held between the evaluator and the employee to discuss the report.

iii. The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee shall have the right to attach to the District's copy of the evaluation report a statement of response to the evaluation.

iv. The final evaluation report form shall be filed in the employee's personnel file before the end of the current school year.

4. Probation: In the event that an evaluator determines on the basis of the evaluation criteria the performance of an employee is unsatisfactory, the evaluator shall report the same after October 15th. The report shall include the following:

a. The evaluation report.

b. A recommended, specific and reasonable program designed to assist the employee in improving their performance.

7.2 TPEP Evaluation Procedures, Classroom Teachers: This section applies to all teachers evaluated under the teacher evaluation system. Employees in non-teaching job roles will be evaluated under different criteria and procedures. As used in this section, "certificated classroom teacher" and "teacher," means a certificated employee who provides academically focused instruction to students at least fifty percent (50%) of their day.

1. TPEP Evaluation Process

a. Annually all teachers shall complete a teacher self-assessment prior to the goal-setting conference. The self-assessment should be completed by October 1.

b. The teacher and evaluator shall meet to complete a goals summary by November 15.

c. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year.

d. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric.

e. Each classroom teacher shall have the opportunity for confidential conferences with their evaluator on no less than two (2) occasions in each school year. The purpose of the conference will be to provide additional evidence by either the evaluator or the classroom teacher to aid in the assessment of the classroom teacher's professional performance against the instructional framework. The intent is for teachers to have the opportunity, if they choose, to provide more data to show student growth.

f. At least one observation during the year shall include the entire observation cycle of a pre-observation/planning conference, a classroom observation, and a post-observation conference. The post-observation conference should include discussion of the pre-observation plan as well as observed evidence.

g. The teacher and evaluator shall hold a pre-summative rating conference approximately two weeks prior to the final summative evaluation to discuss the following:

i. The teacher's self-rating on all components.
ii. The evaluator's preliminary rating on all components and criterion; and
iii. Any additional evidence the teacher would like the evaluator to consider before making a final summative rating.

h. The final summative evaluation report shall be completed by June 1. Following the completion of each evaluation report required above, the employee may request a meeting with the evaluator to discuss the report.

2. Evaluation Criteria: The evaluative criteria must contain as a minimum the criteria established by the Office of Superintendent of Public Instruction. These criteria shall be revised upon any revisions made by OSPI. The minimum criteria shall include:

   a. Centering instruction on high expectations for student achievement;

   b. Demonstrating effective teaching practices;

   c. Recognizing individual student learning needs and developing strategies to address those needs;

   d. Providing clear and intentional focus on subject matter content and curriculum;

   e. Fostering and managing a safe, positive learning environment;

   f. Using multiple student data elements to modify instruction and improve student learning;

   g. Communicating and collaborating with parents and the school community; and

   h Exhibiting collaborative and collegial practices focused on improving instruction practice and student learning.

3. Instructional Framework

   a. Classroom teachers shall be evaluated using the Marzano Framework for Teaching, as modified and approved by the Office of the Superintendent of Public Instruction (OSPI).

   b. A four-level rating system shall be used to evaluate the certificated classroom teacher. The summative performance rating shall be as follows:

      Level 1 – Unsatisfactory
      Level 2 – Basic
      Level 3 – Proficient
      Level 4 – Distinguished

   c. The Superintendent of Public Instruction may amend/revise these rating, and the revised ratings shall be adopted by the District. The District will meet and confer with the Association prior to implementation.

   d. A classroom teacher shall receive one of the four summative performance ratings for each of the minimum criteria and one of the four summative performance ratings for a comprehensive evaluation as a whole, which shall be the comprehensive summative evaluation performance rating.
   e. The teacher will be evaluated in each criteria, plus the student growth criteria embedded in the instructional framework as part of the comprehensive evaluation process. The teacher is encouraged to provide evidence of any component of an evaluation criteria during the school year.

4. Criterion Performance Scoring: To establish the score for a criterion, the components of the criterion will each be scored on the four-level rating system described above and component scores will be averaged for the final criterion score. When a final criterion score includes a fractional number (for example 2.3) below 0.5, it will be rounded down. If 0.5 or above, it will be rounded up.

5. Comprehensive Summative Performance Rating: When subject to a comprehensive evaluation, all classroom teachers shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

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

6. Student Growth Data

   a. Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for at least three of the evaluation criteria as directed, required, and defined by the Office of the Superintendent of Public Instruction.

   b. The evaluator and teacher shall follow this section to reach agreement on the criteria to be used to measure student growth. Evaluators shall encourage teachers to identify the types of student growth data that are appropriate and relevant to their classroom/assignment and subject matter. Teacher-student growth goals are due to the evaluator by November 1.

   c. "Student growth" means the change in student achievement between two points in time within the same school year.

   d. Embedded in the instructional framework are five (5) components designated as student growth components:

      Student Growth 3.1 and 3.2;
      Student Growth 6.1 and 6.2, and
      Student Growth 8.1

   e. An overall student growth score shall be generated for each teacher following the rules and procedures issued by OSPI and if they are revised by OSPI then the District will adopt the revisions and meet with the Association to discuss implementation. The student growth ratings are "low", "average" or "high" as defined by OSPI. The evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:

      Low: 5-12
      Average: 13-17
      High: 18-20

f. The evaluator shall consult and agree with the teacher to identify student growth and achievement data that are relevant to the teacher(s) and subject matter that will be used in assessing the state required student growth components. Should the evaluator and teacher not agree, a meeting for an attempt to reach agreement will be held including the Superintendent, teacher and an Association representative.

g. The evaluator's determination of rating must be based on multiple measures that can include classroom-based, school-based, district-based and state-based tools as agreed. It may include teacher-initiated formal and informal assessments of student progress.

h. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within or of a school when the use of this data is relevant and appropriate.

i. A classroom teacher with a preliminary summative evaluation rating of Distinguished with a low student growth rating will receive an overall Proficient summative rating.

j. A classroom teacher with a "Low Student Growth" rating will engage, with their evaluator, in a Student Growth Inquiry pursuant to the following: Within two months of the certificated classroom teacher receiving a low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by the evaluator in consultation with the teacher:

    i. Examine student growth data in conjunction with other evidence including observation, evidence, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices; and/or

    ii. Examine extenuating circumstances, which may include one or more of the following: goal-setting process; content and expectations; student attendance, extent to which curriculum, standards, and assessment are aligned; and or

    iii. Schedule monthly conferences focused on improving student growth to include one or more of the following topics, student growth goal revision, refinement, and progress, best practices related to instruction areas in need of attention, best practices related to student growth data collection and interpretation; and/or

    iv. Create and implement a professional development plan to address student growth areas.

7. Comprehensive Evaluation Procedures

    a. Classroom teachers who are provisional employees under RCW 28A.405.220 will be evaluated by the comprehensive summative system.

b. Classroom teachers who are on probation under subsection (4) of section RCW 28A.405.100 will be evaluated by the comprehensive summative system.

c. Classroom teachers who received a comprehensive summative evaluation performance rating of Level 1 or Level 2 in the previous school year will be evaluated by the comprehensive summative system.

d. A comprehensive evaluation must be completed once every six (6) years for classroom teachers who are otherwise eligible for focused evaluation.

e. Classroom teachers will be observed according to the observation requirements in Section 7.1 (3)(b). All eight teaching criteria must contribute to the overall summative evaluation.

f. The evaluation must include an assessment of the criteria using the Marzano Instructional Framework rubrics and the OSPI-approved Student Growth rubrics.

g. An overall summative score must be derived by a calculation of all summative criterion scores and use of the final four-level rating based on OSPI's summative scoring band.

h. The evaluator will combine only the student growth rubric scores to assess the certificated classroom teacher's student growth impact rating.

    i. The student growth impact rating will be determined by the OSPI's student impact rating scoring band.

    ii. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

    iii. Evaluators must analyze the Student Growth score in light of the overall summative score and determine outcomes.

8. Focused Evaluation Procedures

    a. The focused evaluation of classroom teachers must include at the minimum:

        i. One of eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.

        ii. The teacher's proposed criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. Teachers on focused evaluations shall select the professional growth activities linked to that criterion twice during the six (6) year focused evaluation cycle. The evaluator shall either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.

    b. The evaluation must be based on the criterion using the Marzano Instructional Framework rubrics and OSPI's approved Student Growth rubrics. More than one

measure of Student Growth data must be used in scoring the Student Growth rubrics.

c. The focused evaluation will include the Student growth rubrics of the selected criterion. If Criterion 3, 6, or 8 are selected, evaluators will use those Student Growth rubrics. If Criterion 1, 2, 4, 5, or 7 are selected, evaluators will use Criterion 3 or 6 Student Growth rubrics.

d. The teacher's summative score remains the teacher's most recent comprehensive summative score unless a teacher provides evidence of exemplary practice on the chosen focused criterion, then a level 4 (Distinguished) score may be awarded by the evaluator.

e. This section applies to all teachers evaluated under the new teacher evaluation system. Association members in non-teaching job roles will be evaluated under different criteria.

ARTICLE VIII: DISCIPLINARY ACTIONS

8.1 Just Cause and Due Process

1. No employee shall be disciplined without just cause.

2. Employee discipline will be carried out in a private manner.

3. The District agrees to follow a policy of progressive discipline which shall include verbal warning, written reprimand, suspension with or without pay, and when required by circumstances, discharge or non-renewal as a final action. When circumstances dictate due to concerns for the health, welfare, or safety of pupils or staff members, discipline may begin with suspension followed by dismissal.

4. All information forming the basis for any discipline shall be made available in writing to the employee, and upon approval and/or request of the employee, to the Association.

5. Whenever an employee is questioned by a supervisor for the purpose of seeking information which may be used as the basis for discipline, the employee is entitled to request and have present a representative of the Association at any meeting relating to such discipline. In the event an employee requests a representative be present at such a meeting, the meeting shall not be postponed more than 48 hours unless mutually agreed upon by the supervisor and association representative.

6. These enumerated forms of discipline, substantive failure to adhere to the evaluation criteria, as well as procedural errors in evaluation of an employee's performance shall be subject to the grievance procedure.

7. Due process shall be extended to all employees within the bargaining unit regardless of employment status or assignment. Due process includes the employee's right to:

   a. Request union representation or legal counsel in all meetings or interviews which may lead to disciplinary action;

b. Be given the details of allegations against the employee known to the District and to provide evidence in his or her own defense, unless this disclosure would compromise the District's investigation;

c. Know the grounds forming the basis for disciplinary action;

d. Be disciplined only for just and sufficient cause; and

e. Take advantage of all due process guarantees afforded by State or Federal law or by District policy.

ARTICLE IX: GRIEVANCES

9.1 Definitions

1. For the purpose of this Agreement, a grievance shall mean a specific formal complaint filed in writing by a certificated employee or the Association wherein it is alleged that there has been a violation, misinterpretation or misapplication of a specific provision of the comprehensive agreement, and the policies, rules, regulations and administrative directives for procedure of the District.

2. The Grievant shall mean an individual, a group of individuals, and/or the Association.

9.2 Procedure

1. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, a fair solution to grievances of employees or the Association. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate members of the administration.

2. In the event that an employee feels there is a basis for a grievance, he/she shall first discuss the alleged grievance with the Superintendent either personally or accompanied by a representative of the Association. If the matter is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in invoking the formal grievance procedure. If an individual has a personal complaint which he desires to discuss with the Superintendent, he/she is free to do so without recourse to the grievance procedure.

3. Grievance Steps
   a. STEP 1 – Invoking the Formal Grievance Procedure

      The grievant may invoke the formal grievance procedure by delivering in written statement to the Superintendent which outlines the specific contractual provision, that is alleged to have been violated. A grievance must be filed within ten (10) school days of the occurrence of which the grievant complains or ten (10) school days of the time when the grievant learned of the occurrence of which the grievant complains, whichever is later.

b. STEP 2 – Reply

Within five (5) school days of receipt of the written grievance, the Superintendent shall meet with the grievant in an effort to resolve the problem. The Superintendent shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy to the employee.

c. STEP 3 – Board of Education

i. If the employee is not satisfied with the decision in Step 1, the employee will file an appeal in writing with the Board of Education within five (5) calendar days after receiving the decision of Step 1.

ii. At the next regular board meeting the Board shall meet with the aggrieved employee for the purpose of resolving the grievance. The hearing shall be conducted in Executive Session. The resolutions of the hearing will be reduced to writing.

d. STEP 4 – Arbitration

If the Association is not satisfied with the disposition or no disposition has been made at Step Three (3) by the Board of Education, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the District nor the Association shall be permitted to assert in such arbitration proceeding any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both parties agree to be bound by the award of the arbitrator and that judgment, thereon, may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be borne by the non-prevailing party.

9.3 Time Limits

1. The time limits provided in the procedure will be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process it prior to the end of the school term. Failure of the employee to proceed with its grievance within the time described shall result in dismissal of the grievance. Failure of the Board or its representative to take required action within the times provide shall entitle the employee to proceed to the next step in the procedure.

Approvals and Signatures

Collective Bargaining Agreement between
Green Mountain School District No. 103 and the
Green Mountain Education Association

This Agreement is entered into effective September 1, 2026, by and between the Green Mountain School District, acting through its superintendent and Board of Directors, and the Green Mountain Education Association, acting through its officers. As stated herein, the duration of this agreement shall be through August 31, 2029.



Chairman, Green Mountain Board of Directors



President, Green Mountain Education Association



Superintendent, Green Mountain School District

APPENDIX B

Green Mountain School District No. 103

CERTIFICATED EMPLOYEE SALARY SCHEDULE 2026-27

Effective September 1, 2026 through August 31, 2027

Years of Service	BA + 0	BA + 15	BA + 30	BA + 45	BA + 90	MA	MA + 45	MA + 90
0	$60,624	$62,168	$63,772	$65,380	$70,535	$72,018	$77,173	$80,497
1	$61,396	$62,964	$64,587	$66,264	$71,472	$72,780	$77,987	$81,289
2	$62,129	$63,714	$65,355	$67,158	$72,354	$73,549	$78,742	$82,079
3	$62,888	$64,484	$66,142	$68,009	$73,193	$74,210	$79,455	$82,875
4	$63,632	$65,298	$66,967	$68,892	$74,110	$75,042	$80,255	$83,700
5	$64,397	$66,074	$67,757	$69,793	$74,988	$75,819	$81,014	$84,526
6	$65,184	$66,824	$68,567	$70,704	$75,874	$76,614	$81,771	$85,313
7	$66,569	$68,234	$70,000	$72,252	$77,498	$78,103	$83,348	$86,978
8	$68,598	$70,353	$72,161	$74,599	$79,917	$80,448	$85,765	$89,526
9		$72,544	$74,443	$76,969	$82,412	$82,820	$88,261	$92,151
10			$76,753	$79,465	$84,976	$85,314	$90,830	$94,846
11				$82,030	$87,665	$87,879	$93,515	$97,609
12				$84,511	$90,421	$90,547	$96,270	$100,494
13					$93,248	$93,307	$99,097	$103,443
14					$96,086	$96,149	$102,124	$106,507
15					$98,501	$98,562	$104,690	$109,187
16 +					$100,402	$100,465	$106,717	$111,309

For the 2026-27 school year, the 2025-26 salary schedule was increased by the Implicit Price Deflator of 2.6% plus 4% negotiated for a total of 6.6%
(2.6% IPD is subject to Legislative decision)