

NEGOTIATED AGREEMENT
BETWEEN
THE WILSON CREEK EDUCATION ASSOCIATION AND
THE WILSON CREEK SCHOOL DISTRICT
2023-24

NEGOTIATED AGREEMENT
 BETWEEN
 THE WILSON CREEK EDUCATION ASSOCIATION
 AND
 THE WILSON CREEK SCHOOL DISTRICT
 2023-2024

TABLE OF CONTENTS

| | |
|---|----|
| PREAMBLE | 8 |
| ARTICLE I. ADMINISTRATION OF THE AGREEMENT | 8 |
| Section A. Definitions | 8 |
| 1. District | 8 |
| 2. Board | 8 |
| 3. Association | 8 |
| 4. Parties | 8 |
| 5. Agreement | 8 |
| 6. Employee | 8 |
| 7. Day | 8 |
| 8. Superintendent | 8 |
| 9. President | 8 |
| 10. Contract | 8 |
| 11. Supplemental Contract | 8 |
| 12. Extended Contract | 8 |
| 13. RCW | 8 |
| 14. WAC | 8 |
| 15. SPI | 8 |
| 16. BEA | 8 |
| 17. AR | 8 |
| 18. PERC | 8 |
| Section B. Recognition | 9 |
| 1. Bargaining Unit Make-Up | 9 |
| 2. Long-Term Substitute Teachers | 9 |
| 3. Twenty Day Rule | 9 |
| 4. Exclusivity | 9 |
| Section C. Status of Agreement | 9 |
| Section D. Conformity to Law | 9 |
| Section E. Distribution of Agreement | 9 |
| Section F. New Policies | 9 |
| ARTICLE II. BUSINESS | 9 |
| Section A. Dues Deduction | 9 |
| 1. Members | 9 |
| 2. Indemnification | 10 |
| Section B. Other Deductions | 10 |
| Section C. Management Rights | 10 |
| Section D. Association Rights | 10 |
| 1. Use of School Buildings | 10 |
| 2. Use of School Equipment | 10 |
| 3. Association Business | 10 |
| 4. Use of District Bulletin Boards | 10 |
| 5. Use of District Mail System | 10 |
| 6. New Employees | 10 |
| 7. School District Budget and Financial Reporting | 10 |
| 8. Notice of Probation and Disciplinary Action | 10 |
| 9. Board Agenda and Minutes | 11 |
| 10. Salary and Placement Information | 11 |

| | |
|--|----|
| ARTICLE III. EMPLOYEE RIGHTS | 11 |
| Section A. Non-Discrimination | 11 |
| Section B. Personnel File | 11 |
| 1. Right to Inspect | 11 |
| 2. Minimum Contents | 11 |
| 3. Placement of Materials | 11 |
| 4. Location | 11 |
| Section C. Due Process | 11 |
| 1. Just Cause | 11 |
| 2. Written Grounds | 11 |
| 3. Hearings | 12 |
| 4. Association Representation | 12 |
| 5. Privacy and Confidentiality | 12 |
| 6. Complaints Against Employees | 12 |
| Section D. Assignment and Transfer | 12 |
| 1. Assignments | 12 |
| a. Definition | 12 |
| b. New Employees | 12 |
| c. Continuing Employees | 12 |
| 2. Transfers | 12 |
| a. Definition | 12 |
| b. Involuntary Transfers | 12 |
| c. Change in Assignment or Room Assistance | 12 |
| 3. Vacancy and Posting of Jobs | 12 |
| a. Posting | 12 |
| b. Application for Transfer | 12 |
| c. Posting During Vacation Periods | 13 |
| d. Notice to Applicants | 13 |
| 4. Filling Vacancies | 13 |
| 5. Leave Replacement Employees | 13 |
| a. Definition | 13 |
| b. Vacancies | 13 |
| 6. Moving Rooms | 13 |
| Section E. Employee Protection | 13 |
| 1. District Insurance | 13 |
| 2. Threats | 13 |
| 3. Self-Protection | 13 |
| 4. Dangerous Students | 13 |
| 5. Short-Term Removal | 13 |
| Section F. Privacy | 14 |
| 1. Personal Lives | 14 |
| 2. Information | 14 |
| 3. Faculty Meetings | 14 |
| Section G. Harassment | 14 |
| 1. Definitions | 14 |
| 2. General Harassment Bar | 14 |
| 3. Sexual Harassment Bar | 14 |
| 4. Procedures | 14 |
| a. Informal Remedies | 14 |
| b. Use of Grievance Procedure | 14 |
| c. Discontinued Contact | 14 |
| d. Transfer Implications | 15 |
| e. Confidentiality | 15 |
| 5. Policy | 15 |
| Section H. Leadership Team | 15 |

| | |
|--|----|
| ARTICLE IV. EVALUATION AND PROBATION | 15 |
| Section A. Preamble | 15 |
| Section B. Authority | 15 |
| Section C. Definitions | 15 |
| 1. Observation Report | 15 |
| 2. Evaluation | 15 |
| i. Classroom Teacher Criterion | 15 |
| 3. Evaluator | 15 |
| 4. Evaluator Qualifications | 15 |
| 5. Evaluator Criteria | 15 |
| 6. Danielson Framework | 15 |
| 7. Criteria | 15 |
| 8. Component | 15 |
| 9. Artifacts | 15 |
| 10. Evidence | 16 |
| 11. Not Satisfactory | 16 |
| 12. Student Growth Data | 16 |
| 13. Collaboration | 16 |
| 14. Provisional Employee | 16 |
| Section D. Purpose | 16 |
| 1. Identify Satisfactory Performance | 16 |
| 2. Assist | 16 |
| 3. Identify Unsatisfactory Performance | 16 |
| 4. Evaluation System Meaning | 16 |
| 5. Instructional Framework Evaluation | 16 |
| Section E. Criterion Performance Scoring | 17 |
| Section F. Summative Performance Rating | 17 |
| Section G. Student Growth Criterion Score | 17 |
| 1. Comprehensive Evaluation | 17 |
| 2. Focused Evaluation | 17 |
| 3. Student Growth Data & Achievement | 17 |
| 4. Teacher/Low Student Growth Score | 17 |
| Section H. Initiating the Evaluation Process | 18 |
| Section I. Goal Setting | 18 |
| Section J. Provisional Employees | 18 |
| 1. Observations | 18 |
| 2. Evaluations | 18 |
| Section K. Non-renewal | 18 |
| Section L. Comprehensive Process of Evaluation | 18 |
| 1. Qualifications | 18 |
| 2. Evaluation | 18 |
| 3. Observations | 19 |
| 4. Evaluation Report | 19 |
| Section M. Focused Evaluation | 19 |
| Section N. General Requirements | 19 |
| 1. Eavesdropping Bar | 19 |
| 2. Black Out Dates | 19 |
| 3. Site | 19 |
| 4. Signature | 19 |
| 5. Copy and Response | 19 |
| 6. Prior Notification | 19 |
| 7. Distribution | 19 |
| 8. Evaluation Cycle | 19 |
| Section O. Pre-Observation | 20 |
| Section P. Probation | 20 |
| 1. Notice | 20 |
| 2. Purpose | 20 |
| 3. Regular Meetings | 20 |
| 4. Unsatisfactory Status | 20 |

| | | |
|---|---|--------|
| 5. | Probation Period | 20 |
| 6. | Plan of Probation | 20 |
| 7. | Additional Assistance | 20 |
| 8. | Outside Expert | 20 |
| 9. | Removal | 20 |
| 10. | Failure to Improve | 20 |
| 11. | Notice of Probable Cause | 20 |
| 12. | Adverse Effect | 20 |
| 13. | Outside of Endorsement | 20 |
| 14. | Procedural Errors | 20 |
| | Section Q. Electronic Record-Keeping | 20 |
| ARTICLE V. LAYOFF AND RECALL | | 21 |
| ARTICLE VI. INSTRUCTION | | 21 |
| | Section A. Academic Freedom | 21 |
| | Section B. Plan/Preparation Time | 21 |
| 1. | Elementary | 21 |
| 2. | Secondary | 21 |
| 3. | Renegotiation | 22 |
| | Section C. Class Size | 22 |
| 1. | State Requirements | 22 |
| 2. | Commitment to Reasonable Student/Teacher Ratios | 22 |
| 3. | Appeal Procedure | 22 |
| | Section D. Supplies, Materials, and Equipment | 22 |
| | Section E. Student Discipline | 23 |
| 1. | Distribution of Board Policies | 23 |
| 2. | District Support | 23 |
| 3. | Referrals | 23 |
| | Section F. Staff Development | 23 |
| | Section G. Mentor Teachers | 23 |
| 1. | Purpose | 23 |
| | a. New Employee Intervention | 23 |
| | b. Experienced Employee Intervention | 23 |
| 2. | Voluntary | 23 |
| 3. | Evaluation | 23 |
| | Section H. Early Release | 24 |
| | Section I. Zero Period Classes | 24 |
| | Section J. Teaching During Preparation Time | 24 |
| | Section K. Student Grades | 24 |
| ARTICLE VII. LEAVES | | 24 |
| | Section A. Illness, Injury, and Disability (Sick) Leave | 24 |
| 1. | Accumulation | 24 |
| 2. | Use | 24 |
| | a. Personal Illness, Injury, or Disability | 24 |
| | b. Family and Medical Leave Act (FMLA) | 24 |
| | c. Family Illness | 25 |
| | d. Adoption | 25 |
| | e. Emergency | 25 |
| 3. | Sick Leave Exhaustion | 25 |
| 4. | Annual Sick Leave Buy-Back Option | 25 |
| 5. | Death or Retirement Sick Leave Buy-Back Option | 25 |
| 6. | Legislative Action | 26 |
| 7. | VEBA | 26 |
| | Section B. Sick Leave Sharing | 26 |
| | Section C. Personal Leave | 27 |
| | Section D. Bereavement Leave | 27 |
| | Section E. Court Appearance Leave | 27 |

| | |
|---|----|
| 1. Jury Duty | 27 |
| 2. District Related Court Appearances | 27 |
| 3. Other Court Leave | 27 |
| Section F. Long-Term Leave of Absence | 27 |
| Section G. Meetings and Conferences | 27 |
| Section H. Association Leave | 27 |
| Section I. Military Leave | 27 |
| Section J. Unpaid Holidays of Faith or Conscience | 28 |
| Section K. Washington Paid Family Leave | 28 |
| | |
| ARTICLE VIII. FISCAL MATTERS | 28 |
| Section A. Salary | 28 |
| 1. Schedule | 28 |
| 2. Retroactivity | 28 |
| 3. Initial Placement | 28 |
| a. Certificate | 28 |
| b. Experience Credits | 28 |
| 4. Increments | 28 |
| 5. Payment | 28 |
| 6. University Credit and Clock Hours | 28 |
| 7. Part-Time Employees | 28 |
| 8. Errors in Computation | 28 |
| 9. Salary Compliance | 28 |
| Section B. Time, Responsibility and Incentive Pay | 29 |
| Section C. Substituting | 29 |
| Section D. Insurance | 29 |
| Section E. Work Year | 29 |
| Section F. Work Day | 29 |
| Section G. Release from Contract | 30 |
| 1. Notice | 30 |
| 2. Prior to May 1 | 30 |
| 3. After May 1 | 30 |
| 4. Hardship | 30 |
| Section H. Calendar | 30 |
| 1. Beginning (and Ending) Date | 30 |
| 2. Winter Break | 30 |
| 3. Spring Break | 30 |
| 4. Professional Days | 30 |
| 5. Duty-Free Record Keeping Days | 30 |
| 6. Parent Conferences | 30 |
| Section I. Travel Reimbursement | 31 |
| Section J. Extra-Curricular Employment | 31 |
| 1. Definitions | 31 |
| a. Co-curricular | 31 |
| b. Extra-curricular | 31 |
| 2. Stipend | 31 |
| 3. Contract and Job Descriptions | 31 |
| 4. Removal of Contract Offer | 31 |
| 5. Not a Condition of Employment | 31 |
| Section K. Curricular Rate of Pay | 31 |
| Section L. Professional Conferences | 32 |
| Section M. Lifeflight | 32 |
| Section N. Credit Retrieval | 32 |
| | |
| ARTICLE IX. GRIEVANCE PROCEDURE | 32 |
| Section A. Definitions | 32 |
| 1. Grievant | 32 |
| 2. Grievance | 32 |
| 3. Days | 32 |

| | |
|--|----|
| Section B. Time Limits | 32 |
| Section C. Rights to Representation | 32 |
| 1. With Association Representation | 32 |
| 2. Without Association Representation | 32 |
| Section D. Individual Rights | 32 |
| Section E. Procedure | 33 |
| 1. Step 1: Supervisor | 33 |
| 2. Step 2: Superintendent | 33 |
| 3. Step 3: Binding Arbitration | 33 |
| Section F. Miscellaneous Conditions | 33 |
| 1. Contract Expiration | 33 |
| 2. No Reprisals | 33 |
| 3. Cooperation of the Parties | 33 |
| 4. Released Time | 33 |
| 5. Files | 33 |
| 6. Form | 34 |
| 7. Association Grievances | 34 |
| 8. Election of Remedies | 34 |
| | |
| ARTICLE X. DURATION | 35 |
| Section A. Effective Dates | 35 |
| | |
| APPENDICIES | |
| APPENDIX A. EMPLOYEE SALARY SCHEDULE | 36 |
| APPENDIX B. SUPPLEMENTAL STIPEND SCHEDULE | 37 |
| APPENDIX C. FORMAL GRIEVANCE FORM | 38 |
| APPENDIX D. NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR BEING PLACED ON PROBATION | 39 |
| APPENDIX E. ELIGIBLE ACADEMIC, INSERVICE, OR NONDEGREE CREDITS TO BE RECOGNIZED FOR PLACEMENT ON LEAP SALARY ALLOCATION DOCUMENTS | 40 |
| APPENDIX F. TIMESHEET | 41 |
| APPENDIX G. TEACHER EVALUATION PRE-OBSERVATION FORM | 42 |

PREAMBLE

This agreement is by and between the Wilson Creek School District and the Wilson Creek Education Association. It has been negotiated pursuant to RCW 41.59.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions:

1. The term “*District*” shall mean the Wilson Creek School District, Grant County, Washington State; or its agents.
2. The term “*Board*” shall mean the Board of Directors of the Wilson Creek District.
3. The term “*Association*” shall mean the Wilson Creek Education Association, which is affiliated with the Washington Education Association and the National Education Association.
4. The term “*Parties*” shall mean the District and the Association.
5. The term “*Agreement*” shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term “*Employee*” shall mean any member of the bargaining unit as set out in this Agreement.
7. The term “*Day*” shall mean any day the District business office is open for business with the public (for exception see Article IX, Section A, 3)
8. The term “*Superintendent*” shall mean the chief administrative officer of the District or his/her designee.
9. The term “*President*” shall mean the President of the Association or his/her designee.
10. The term “*Contract*” shall mean the individual contract issued to and signed by each employee pursuant to RCW 28A.405.210.
11. The term “*Supplemental Contract*” shall mean that contract issued and signed in accordance with RCW 28A.405.240.
12. The term “*Extended Contract*” shall mean that individual supplemental contract that is issued to employees for time worked beyond the employee’s basic school year as defined in Article VIII, Section D.
13. The term “*RCW*” shall mean Revised Code of Washington.
14. The term “*WAC*” shall mean Washington Administrative Code.
15. The term “*SPI*” shall mean the Washington State Superintendent of Public Instruction or his/her office.
16. The term “*BEA*” shall mean the Basic Education Act.
17. The term “*AR*” shall mean Association Representative(s).
18. The term “*PERC*” shall mean the Washington State Public Employee Relations Commission.

Section B. Recognition:

1. **Bargaining Unit Make-Up:** The District recognizes the Association as the exclusive bargaining agent for all certificated employees of the District excluding the Superintendent and Principals.
2. **Long-Term Substitute Teachers:** Also included in the bargaining unit are long-term substitute teachers.
3. **Twenty-Day Rule:** Twenty (20) day rule substitutes shall be covered by the salary portion only of the Agreement as long as they qualify under the twenty (20) day rule.
4. **Exclusivity:** The District shall not recognize nor shall it bargain with any other employee organization or individual seeking or claiming to represent employees unless such organization or individual has been certified by PERC as the exclusive bargaining agent for employees.

Section C. Status of Agreement:

This shall be the sole Agreement between Parties regarding wages, hours, and terms, and conditions of employment. It shall supersede any individual or supplemental contracts, rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Section D. Conformity to Law:

This agreement shall be governed and constructed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any employee or groups of employees shall be found to be contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

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

Section E. Distribution of Agreement:

Following ratification of this Agreement, the Association shall prepare a draft copy of the Agreement for District review and mutual editing. After editing, the Association shall prepare a camera-ready copy. The District shall print the Agreement at its cost and shall distribute copies to all current and new employees, along with four (4) copies to the Association. The District shall also make at least one (1) copy available for review by any applicant for employment with the District.

Section F. New Policies:

The District shall consider input from the Association on all new policies. Upon request from the Association the District shall negotiate the impact of any new policy impacting mandatory subjects of bargaining (wages, hours, and terms and conditions of employment). Policy handbooks shall be available to staff in the school library and staff will be notified of all policy changes through posting of the Board agenda and minutes in the faculty room.

ARTICLE II. BUSINESS

Section A. Dues Deduction:

1. **Members:** Upon receipt of a written authorization, the District shall deduct an amount equal to the fees and dues required for membership in the Association, including UniServ, WEA, and NEA.

Members: Upon receipt of a written authorization, the District shall deduct an amount equal to the fees and dues required for membership in the Association, including UniServ, WEA, and NEA. The dues deduction form and authorization shall remain in effect from year to year. Anyone wanting to stop their membership must notify WEA as per the membership form they signed to join. Dues deduction forms must be delivered to the business office or completed electronically.

- 2. Indemnification:** The Association shall indemnify, defend and hold the District harmless against any claims made against the District and against any suit instituted against the District on account of any payroll deductions for the Association.

Section B. Other Deductions:

Upon receipt of written authorization, the District shall deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by the Association and the District. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

Section C. Management Rights:

With the exception of the expressed provisions of this Agreement, the Board and District retain all rights and responsibilities that have been granted or imposed by law, practice, custom or rules and regulations of federal, state, county, and all other regulatory agencies.

Section D. Association Rights:

- 1. Use of School Building:** The Association shall have the right to use school buildings at reasonable hours for meetings when classes are not in session.
- 2. Use of School Equipment:** The Association shall have the right to use District business equipment at a reasonable time when such equipment is not otherwise in use. Any costs incurred shall be paid by the Association.
- 3. Association Business:** The Association shall have the right to transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations. AR's shall suffer no intervention, undue delays, or harassment by the employer's representatives while representing an employee or while on Association business.
- 4. Use of District Bulletin Boards:** The Association shall have the right to post notices on bulletin boards provided by the District in the faculty lounge.
- 5. Use of District Mail System:** The Association shall have the right to use the District mail system, e-mail and employee mailboxes for communication purposes.
- 6. New Employees:** The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date after the hiring is completed. The Association shall be given the opportunity to speak to all employees as an official part of the program during any District sponsored new employee orientation and during any year opening, district-wide or building-wide employee meeting.
- 7. School District Budget and Financial Reporting:** The District shall provide the President with a copy of the District's adopted budget in a timely fashion. The District shall provide the President with a copy of the District's proposed annual budget prior to the Board Meeting scheduled for adoption of the budget.

Upon request the District shall provide the President with a copy of the adopted annual budget in a timely fashion.

Upon request the District shall provide the President with a copy of the monthly budget status report in a timely fashion.

- 8. Notice of Probation and Disciplinary Action:** In the event any employee is placed on probation or is given a formal disciplinary action, the District shall provide the President with notice of such action, unless the employee indicates in writing to the District that they do not want the Association notified. Sign-off sheet is included as Appendix D.

9. **Board Agenda and Minutes:** The District shall provide the President with one (1) copy of the Board meeting agenda at the time it is given to Board members. In addition, the District agrees to post a copy of the Board meeting agenda on the bulletin boards in the staff lounge at least two (2) working days prior to the Board meeting.

Further, the District shall provide the President with one (1) copy of all Board meeting minutes within five (5) working days of completion of the minutes.

10. **Salary and Placement Information:** the District shall annually in October, provide the President with updated lists of all employees, including their assignment, their placement on the salary schedule and seniority.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Non-Discrimination

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to employment of any employee because of membership or non-membership in the Association, race, creed, religion, national origin, age, sex, sexual orientation including gender expression or identity, marital status, families with children, the presence of any sensory, mental or physical disability unless permitted by a bona fide occupational qualification, use of a trained guide dog or service animal by a person with a disability, honorably discharged veteran or military status, or legal activity in the Association, including involvement in carrying out duties as an AR.

The Parties shall support and work toward maintaining a working and learning environment that is gender neutral and racially harmonious by sharing information concerning gender and race issues and discussing the need for in-service or other mutually determined actions.

Section B. Personnel File:

1. **Right to Inspect:** Each employee (including past employees) shall have the right to inspect all contents of his/her own personnel file. An AR shall, at the employee's request, accompany the employee in this review except for confidential placement files that have not been expunged.
2. **Minimum Contents:** Each personnel file shall contain the following minimum items of information: required medical information, evaluation reports, annual contracts, teaching certificates, and a transcript of academic records.
3. **Placement of Materials:** Employees shall be given a copy of any material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature to and dating the copy that is to go into the file.
4. **Location:** The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files, and shall sign an inventory sheet to verify the contents of the personnel file, if the employees so requests.

Section C. Due Process:

1. **Just Cause:** No employee shall be disciplined or adversely affected without just cause. Employees may be subject to disciplinary action following an investigation. Discipline shall be administered in a fair manner using a progressive discipline process. Progressive discipline may be applied in the following order and includes a verbal warning with written acknowledgment, written warning, letter of discipline, suspension without pay, and discharge. The Parties understand that in any progressive discipline process there may be incidents of behavior that constitute grounds to supersede that process.
2. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be made available to the employee and the Association in writing at the time of discipline action is taken.

3. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witnesses.
4. **Association Representation:** Employees shall be entitled to the presence of an AR at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such AR is made, no action shall be taken with respect to the employee until such AR is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision prior to the action being taken.
5. **Privacy and Confidentiality:** Any criticism of an employee by any agent of the District and all disciplinary actions shall be made in private and in confidence and not in the presence of students, parents, other employees, or at public gatherings.
6. **Complaints Against Employees:** Any complaint against an employee that may lead to disciplinary action or that may be used in an evaluation shall be promptly called to the attention of the employee. An exception to this rule is made during the time of an active in-district investigation or during a criminal investigation by a law enforcement agency. No complaint against an employee may be used in disciplinary action or evaluation against that employee unless the complaint is discussed with the employee in a timely fashion.

Section D. Assignments and Transfer:

1. Assignments:

- a. **Definition:** The term “*Assignment*” shall mean the placement of an employee to a position within the bargaining unit. A position shall include the grade level and/or subject taught, or specialty (e.g., special education or librarian) and the building(s) in which the employee is stationed.
- b. **New Employees:** New employees shall be assigned to grade level and/or subject, or specialty, within the employee’s certification and endorsement. The employer shall give notice of assignments to newly appointed employees as soon as practicable and, except in cases of emergency, no later than June 15.
- c. **Continuing Employees:** All continuing employees shall be given written notice of their specific assignments, building assignments, and room assignments for the forthcoming year no later than June 1, if known by the district at that time. Subsequent changes shall be for unanticipated changes only.

2. Transfers:

- a. **Definition:** The term “*Transfer*” shall mean a change from an employee’s current assignment to a different assignment.
- b. **Involuntary Transfer:** Involuntary transfers shall be made only when educationally necessary. When such transfers are made, they shall be accompanied with a written explanation of the reasons. Assignments made outside the employee’s area of certification and/or endorsement shall be made only in unusual or emergency situations and after the employee and administrator have met to discuss the circumstances.
- c. **Changes in Assignment or Room Assistance:** The District shall give moving assistance to any employee who has his/her room locations changed.

3. Vacancy and Posting of Jobs:

- a. **Posting:** All vacancies (including new positions) occurring during the work year shall be reported to the Association and posted in each building for a minimum of two (2) days unless mutually determined otherwise.
- b. **Application for Transfer:** Employees requesting a transfer shall complete and file a request for transfer with the Superintendent according to the posted requirements.

- c. **Posting During Vacation Periods:** During vacation periods, the District shall notify employees of the posting by mail, provided employees make a request in writing, on a form provided by the employer. Such employees shall then have the time period set out in the posting to reply.
 - d. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be notified within two (2) days of the employer filling the vacancy or new position. If not accepted, the employee may request a meeting with administration to discuss the reasons therefore.
4. **Filling Vacancies:** The District shall fill all vacancies with the best qualified applicant, according to the qualifications set out in the posting. In the event the best qualified applicants are substantially equal in qualifications preference shall be given to the most senior employee.
5. **Leave Replacement Employees:**
- a. **Definition:** Leave replacement employees are those employees who are hired under contract to fill a vacancy created when another employee is on leave.
 - b. **Vacancies:** As vacancies occur within the District, leave replacement employees shall be eligible to fill such vacancies, provided they file a written application with the Superintendent and they meet the minimum state requirements for the vacancy they seek to fill.
6. **Moving Rooms:** Employees moving rooms for any reason shall be paid one (1) per diem day. Employees moving during the school year will be provided three (3) substitute release days.

Section E. Employee Protection:

- 1. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370 and upon annual renewal shall provide employees with a written summary of the coverage they have under the provisions of the District insurance policies. The District shall notify the President of any change in insurance coverage.
- 2. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent, or in his/her absence or inaccessibility any district administrator, and if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent or other administrator in cooperation with the employee to provide for the employee's safety and assist in contacting law enforcement authorities, if appropriate. Steps may include notifying law enforcement and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.
- 3. **Self-Protection:** Employees may use reasonable measures with a student, patron or other person as is necessary to protect himself/herself from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property. The District agrees to provide in-service during the year to assist the teachers' with understanding the reasonable measures they can take to not create a liability or legal problem.
- 4. **Dangerous Students:** The District shall inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms or behaviors that could present a health or safety problem to the employee or other students.
- 5. **Short-Term Removal:** Employees shall have the right to remove a student from class when the employee deems such action necessary to maintain order and discipline. Removal at any level shall be all or any portion of the balance of the school day or until the principal or designee and employee shall have first attempted one (1) or more alternative forms of corrective action; provided further, that in no event, without the consent of the employee, shall an excluded student be returned during the balance of that class or activity period.

Section F. Privacy:

1. **Personal Lives:** The private and personal life of any employee is not within the appropriate concern or attention of the District, except to the extent that such has a direct impact on that employee's professional performance or is a violation of law.
2. **Information:** The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific employee approval or Association agreement.
3. **Faculty Meetings:** Representatives of commercial concerns, such as insurance companies, financial counselors, fund raisers, etc. shall not be permitted to attend and address faculty meetings, except mutually endorsed insurance carriers or such other concerns that shall have specific Association clearances or which shall have been invited by a majority of the faculty in that building.

Section G. Harassment:

1. Definitions:

- a. The terms "*harass*" and "*harassment*" shall mean words, gestures (including offensive touching) and/or other actions, which threaten the individual and serve no legitimate professional purpose.
- b. The term "*sexual harassment*" shall mean unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical contact or communication of a sexual nature if:
 - i. Submission to that conduct or communication is made a term or condition;
 - ii. Submission to or rejection of that conduct or communication by an employee is used as a factor in decisions affecting that employee's education or employment; or
 - iii. That conduct or communication has the purpose or effect of substantially interfering with an employee's educational or work performance, or of creating an intimidating, hostile, or offensive educational or work environment.

2. **General Harassment Bar:** The Parties, including their representatives and members shall not harass each other.

3. **Sexual Harassment Bar:** The Parties shall attempt to establish and maintain an environment free from sexual harassment. Sexual harassment shall not be tolerated or condoned.

4. Procedures:

- a. **Informal Remedies:** The Parties encourage any person who believes that he/she is being or has been sexually harassed to make reasonable attempt to confront the alleged harasser, when appropriate, with his/her concern with a request to cease the offensive behavior. In the event such attempt is not appropriate, or is unsuccessful, the Parties encourage any person who believes that he/she is being or has been harassed to report the concern his/her supervisor, if appropriate. The appropriateness of such actions by any person who believes that he/she is harassed can only be determined by that person within the unique circumstances of his/her situation. Any earnest informal effort to resolve alleged harassment, however, is encouraged.
- b. **Use of Grievance Procedure:** Any charge of harassment shall be filed and processed as a grievance. Which persons named in the grievance are involved in the claim of sexual harassment the grievance shall automatically proceed to the next higher step.
- c. **Discontinued Contact:** Upon request of the grievant, the Superintendent may make a preliminary ruling that the grievant has a right to discontinue specified contact with the alleged harasser pending a final determination of the grievance. A similar ruling may be made a part of the final Superintendent's ruling on the grievance. In both cases, the Superintendent shall specify the nature of permitted contact and non-contact.

- d. **Transfer Implications:** Where sexual harassment has been established and the employer finds it necessary to separate, by means of transfer, two (2) employees, or separate the employee and a supervisor, the employee who is harassed shall not be transferred against his/her will.
- e. **Confidential:** Complaints regarding alleged sexual harassment shall be dealt with in confidence, based upon “a need to know”.

5. **Policy:** Any aspect of harassment not addressed by this Agreement may be covered by Board policy

Section H. Leadership Team:

In order to facilitate better communication among the staff, a leadership team consisting of the school administrators and two (2) teachers will be put in place. The selected team will meet with administration in September and establish a calendar of one (1) meeting per month for the school year. Each teacher involved will receive an annual stipend of two-hundred fifty dollars (\$250.00) for the additional time this will take. The Association will need to present a plan for the selection of the two teachers to be a part of the team in order to ensure that all teachers have the option to be selected.

ARTICLE IV. EVALUATION AND PROBATION

Section A. It is agreed between the parties that the following language and processes shall be used for the Danielson Framework/evaluation.

Section B. Authority:

All employee evaluation shall be conducted in accordance with RCW 28A.405.100, RCW 28A.405.110, RCW 28A.405.120, RCW 28A.405.130, RCW 28A.405.140, RCW 28A.405.150, and WAC 392-191.

Section C. Definitions:

1. The term **Observation Report** shall mean a written report of the observation. The term “Observe” or observation shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of the evidence of performance of assigned duties.
2. The term **Evaluation** shall mean a summary of employee professional performance capabilities in the categories listed below;
 - 1) Classroom teacher criterion: centering instruction on high expectations for student achievement; demonstrating effective teaching practices; recognizing individual student learning needs and developing strategies to address those needs; providing clear and intentional focus on subject matter content and curriculum; fostering and managing a safe, positive learning environment ; using multiple student data elements to modify instruction and improve student learning; communicating and collaborating with parents and the school community; and exhibiting collective and collegial practices focused on improving instructional practices and student learning.
3. The term **Evaluator** or observer shall mean the building principal of the employee being evaluated, or other designee as determined by the superintendent.
4. **Evaluators** shall be trained in the Danielson Framework prior to conducting evaluation.
5. No employee shall be evaluated by an evaluator with less than a Proficient Rating.
6. Prior to being evaluated under the Danielson Framework, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process.
7. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
8. **Component** shall mean the sub-section of each criterion.
9. **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. They shall be derived from normal classroom work. Additionally, tools or forms used in the evaluation Process may be considered as artifacts.

10. **Evidence** shall mean examples of observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach, Pro-Cert, nor a National Board portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student, parent or other teacher input shall not be allowed.
11. **Not Satisfactory** shall mean:
 - 1) Provisional Teachers and Teachers with five (5) years or less teaching experience in the State of Washington:
 - Receiving a summative score of one (1) is not considered satisfactory performance.
 - 2) Continuing Contract Teachers with more than five (5) years teaching experience in the State of Washington:
 - Receiving a summative score of Unsatisfactory one (1) is not considered satisfactory performance.
 - Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.
12. **Student Growth Data** shall mean the change in student achievement between two points in time, as determined by the teacher. Assessments used to demonstrate growth must originate at the classroom level and be initiated by the classroom teacher.
13. **Collaboration.** Collaboration shall include working with other teachers, including those outside the District. Documents can be evidence of collaboration. Collaboration may be, but is not limited to: Working with administration in regards to student work; working with administration and/or colleagues about students; working with colleagues on materials and lessons. Documentation of collaboration could include, but is not limited to a product or references in a log of meetings or notes.
14. **"Provisional Employee"** shall mean any employee in a teaching or other nonsupervisory certificated position. Provisional employees shall be subject to nonrenewal of employment contract as provided in RCW28A.405.220 during the first three years of employment, unless: (a) the employee 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 employee shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the employee has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level two (2) rating. This shall include any employee who is re-employed with the District after a break in service.

Section D. Purpose: The purpose of evaluation of certificated classroom teacher shall be at a minimum:

1. To identify in consultation with the employee, particular areas in which their professional performance is proficient or distinguished and particular areas in which the employee could improve his or her performance.
2. To assist employees who have identified areas needing improvement in making those improvements.
3. To identify employees whose professional performance is not satisfactory and for whom assistance is needed.
4. An evaluation system must be meaningful, helpful, and objective; encourage improvement in teaching skills, techniques, and abilities by identifying areas needing improvement; provide a mechanism to make meaningful distinction among teachers and to acknowledge, recognize and encourage superior teaching performance; must encourage respect in the evaluation process by the persons conducting the evaluation and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.
5. Within the selected instructional framework, the teacher will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

Section E. Criterion Performance Scoring:

Evaluator and teacher shall discuss rationale for the final criterion score. If agreement is not reached the following shall be used to establish an overall score.

1. When there is more than one (1) component, if a 4-Distinguished is scored, the overall criterion score cannot be lower than 2-Basic.
2. Each rating shall be assigned in the following numeric values:
Unsatisfactory = 1 Basic = 2
Proficient = 3 Distinguished = 4
3. When there are two (2) components to a criterion, the average of the two scores shall be the final criterion score.
4. When there are three (3), five (5), or seven (7) components to a criteria, the average score shall be the final criterion score.
5. When there are four (4) or six (6) components to a criterion, the average of the two (2) scores will be the final criterion score.
6. When a final criterion score includes a fractional number, (for example 2.3) scores will be rounded up.

Section F. Summative Performance Rating:

A classroom teacher shall receive a Comprehensive summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion – level scores as follows:

| | |
|-------|----------------|
| 8-14 | Unsatisfactory |
| 15-21 | Basic |
| 22-28 | Proficient |
| 28-32 | Distinguished |

Section G. Student Growth Criterion Score:

1. **Comprehensive Evaluation:** Embedded in the instructional framework are five (5) components designated as student growth components; SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee on a Comprehensive Evaluation is given a score of low, average, or high based on the scores below. Employees on Comprehensive Evaluation shall have one (1) growth goal per designated components.
5-12 Low
13-17 Average
18-20 High
2. **Focused Evaluation:** The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics. Employees on Comprehensive Evaluation shall have one (1) growth goal per designated components. The Final Summative Score is the same as the final score for the criterion that was selected for focus. Criterion scores result from a locally-determined process that includes both framework rubric scores and applicable student growth rubric scores. The Focused evaluation does not have a separate student growth impact rating.
3. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It will be developed from teacher initiated formal and informal assessment of student progress. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher's student growth criteria score.
4. If a teacher receives a 4-Distinguished summative score and a Low student growth score, they must automatically be moved to the 3-Proficient level for their summative score. If a teacher has a low student growth score on the summative evaluation, the teacher shall select one of the following:
 - Triangulate student growth measures with other evidence (including observation, artifacts, and student evidence) and additional levels of student growth based on classroom, school, district and state based tools.
 - Examine extenuation circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment.

- Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices.
- Create and implement a professional development plan to address student growth areas.

Section H. Initiating the Evaluation Process:

Within the first ten (10) days of the school year the evaluator shall meet with the employees individually (or in a group) and discuss the evaluation process, options, criteria and forms. At this meeting employees shall be informed of his/her evaluation options.

Section I. Goal Setting:

Teacher's shall develop professional goals and timelines, monitor his or her progress, and make adaptations as needed. The goal setting process will be guided by the self-assessment or the prior year's comprehensive evaluation and must include three (3) student growth goals and one (1) instructional goal for comprehensive and one (1) student growth goal and one (1) instructional goal for focus. The evaluator and employee shall mutually agree on the employee's professional growth and development plan and goals for the year.

Section J. Provisional Employees:

1. **Observations:** Provisional employees shall be observed a total of sixty (60) minutes for each evaluation. At least one observation must be thirty (30) minutes in length. The first observation shall be during the first ninety (90) calendar days of the contract year. In the third year of provisional status, the employee must be observed for a total of ninety (90) minutes. Observations will be scheduled at reasonable intervals to enable the employee time to incorporate evaluator suggestions for improvement. In no case shall observations occur more frequently than within an interval of two weeks.
2. **Evaluations:** Provisional employees shall be evaluated one (1) time per year for the duration of their provisional status. Evaluations shall be completed no later than May 1. A completed evaluation shall mean that a final meeting has been held and the principal and employee have signed off on a final copy of the evaluation.
 - A second year Provisional teacher who receives a summative rating of 3-Proficient or 4-Distinguished will be granted continuing contract status for the subsequent school year.
 - Before non-renewing a first (or applicable second or third) year provisional teacher ,the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:
 - A. An evaluation conducted in accordance with each provision of this agreement,
 - B. Written notice to the Association and teacher prior to March 1, or thirty (30) calendar days after the teacher began work, whichever is later;
 1. A specific and reasonable program designed to assist the teacher in making satisfactory progress in improving his/her performance, including a plan with benchmarks defining desired performance and indicating it has been achieved.
 2. A description of the assistance and services the District will provide to the teacher to improve his/her performance;
 3. Periodic written reports to inform the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies.

Section K. Non-renewal:

The non-renewal of provisional employees shall be handled as outlined in RCW 28A.405.220.

Section L. Comprehensive Process of Evaluation:

1. **Qualifications:** Comprehensive process employees shall mean those employees who are provisional employees, who are on probation, and who do not qualify for focused form of evaluation.
2. **Evaluation:** Employees involved in the comprehensive process of evaluation shall be evaluated at least one time each year. Evaluations shall be completed no later than May 1. A completed evaluation shall mean that a final meeting has been held and the principal and employee have signed off on a final copy of the evaluation.

3. **Observations:** Employees involved in the comprehensive process of evaluation shall be observed for the purpose of evaluation no less than two (2) times for the purpose of evaluation. Each observation shall be no less than thirty (30) minutes in length. At least one observation must be pre-scheduled. The second may be a drop-in.
4. The evaluator will document all formal observations using the observation report, and provide copies to the employee within three (3) days and hold a post observation conference within five (5) days or at a mutually agreed upon time.

Section M. Focused Evaluation:

1. School districts must ensure that all classroom teachers are observed for the purpose of focused evaluation at least twice each school year in the performance of their assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting. School districts must ensure that all employees who are subject to a focused evaluation are observed for a period of no less than sixty (60) minutes during each school year.
2. A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused evaluation summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in the which the certificated classroom teacher is placed on focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level 4 (Distinguished) score may be awarded by the evaluator.
3. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15.

Section N. General Requirements:

1. **Eavesdropping Bar:** Observations must be conducted with the knowledge of the employee. Electronic observations, including speaker systems, are prohibited.
2. **Black Out Dates:** To insure quality observations without external distractions will not be conducted on days when students are not engaged in a full academic schedule.
3. **Site:** Observations shall be conducted at the employee's normal work setting.
4. **Signature:** The written observation report shall be signed by the employee and evaluator. The employee's signature does not indicate agreement with its content, only that they received a copy.
5. **Copy and Response:** A copy of the evaluation shall be given to the employee. The employee may submit written comments concerning the report which shall be attached to the report in the file. Written comments must be filed within ten (10) days after the employee receives the evaluation.
6. **Prior Notification:** Any item on the Evaluation that is marked with an "Unsatisfactory or Basic" must have been preceded by a written statement to and formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement and reasonable time and opportunity for improvement.
7. **All written evaluation materials shall be given to the employee in an envelope or folder.**
8. **Evaluation Cycle.** Certificated classroom teachers with four (4) years of satisfactory comprehensive evaluations scored at a Level 3 or above may do focused evaluations. Thereafter the comprehensive evaluation must occur at least once every six (6) years. The principal and/or teacher maintain the right to request the teacher return to comprehensive evaluation prior to the sixth (6th) year as per the process in this agreement.

Section O. Pre-Observation:

1. At the scheduled observation, a Pre-planned Observation Form, attached herein as Appendix H, shall be filled out by the employee and given to his/her observer two (2) days prior to the scheduled observation. The purpose of the form shall be to inform the observer of the objectives, methods, materials, and any special considerations that the employee believes may be a factor in the class, physical setting or lesson to be observed.
2. The Pre-planned Observation Form is optional for the second observation.

Section P. Probation:

1. **Notice:** In the event that an employee's work is judged unsatisfactory based upon the evaluation criteria and procedure, consistent with the Comprehensive Evaluation Procedure, the employee shall be notified in writing of the specific areas of deficiency along with a suggested, specific, and reasonable program of improvement at any time after October 15th of the academic year. The written notice shall advise the employee of the establishment of a probationary period lasting for a minimum of sixty (60) school days, ending not later than May 15th. The notice shall be signed by the Superintendent.
2. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in his or her areas of deficiency.
3. **Regular Meetings:** During the probationary period, the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee. The employee may have an Association Representative at all evaluation meetings.
4. **Unsatisfactory Status.** An employee will be judged unsatisfactory if his/her comprehensive evaluation score results in an unsatisfactory rating or if the continuing contract employee is rated basic for 2 consecutive years or for 2 out of three consecutive years.
5. **Probation Period.** The probationary period may be extended through the following school year for probationers with five or more years of teaching experience and a final summative rating as of May 15th of less than level 2.
6. **Plan of Probation.** The evaluator will meet with the employee and their Association representative and develop a specific and reasonable plan for improvement. Such plan will identify areas of deficiency identified from the instructional framework.
7. **Additional Assistance:** The employee may request an additional evaluator assigned by the ESD.
8. **Outside Expert:** The Association reserves the right to assign an independent evaluator to assist and assess a probationer's progress.
9. **Removal:** The employee may be removed from probation at any time he or she has demonstrated improvement to the satisfaction of the evaluator. If a continuing contract employee with less than 5 years of experience scores Basic or above or if a continuing contract employee with greater than 5 years of experience scores as Proficient the employee shall be removed from probation. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 1st.
10. **Failure To Improve:** When a continuing contract teacher is rated basic or unsatisfactory at the end of their probationary period, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever comes first, notify the teacher of non-renewal (discharge) as provided in RCW 28A.405 .300.
11. **Notice of Probable Cause.** The teacher who is at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute.
12. **Adverse Effect:** Probation shall not be deemed to adversely affect the contract status within the meaning of RCW 28A.405 .300.
13. **Outside of Endorsement.** Employees assigned to work outside of their endorsed areas will not be subject to non-renewal or probation during the period of work outside their endorsements.
14. **Procedural Errors.** Procedural errors do not invalidate the probation unless the error materially affects the plan of improvement or ability to evaluate the probationer's performance.

Section Q. Electronic Record-Keeping:

The District shall adhere to the following;

- A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- Teachers shall have access to their eVAL account in subsequent years

- Evaluators shall notify the teacher of any additional evidence submitted to eVAL within forty-eight (48) hours.
- Teachers shall not be required to share personal/self-assessment information utilized within the eVAL system.
- Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
- Any and all data entered into eVAL shall be considered confidential, and not subject to public disclosure.

ARTICLE V. LAYOFF AND RECALL

In the event of a financial emergency that requires the District to consider a Reduction in Force (RIF) affecting employees, the District shall confer with the Association at the earliest possible date and shall continue to confer throughout the process. The Parties shall meet and discuss possible ways of avoiding a RIF and ways to minimize the potential negative impact of such action should it become necessary.

If a RIF is still required, the District shall first seek voluntary reduction through resignations, leaves of absence and/or retirement, and only then consider lay-offs. If lay-offs are required, the District shall make every reasonable effort to retain the most senior employees first, taking into consideration the District need to offer a basic curriculum. Employees with seniority shall be laid-off only as a last resort.

The Parties shall make every reasonable effort jointly and separately to minimize the impact of lay-off by helping to seek other employment for RIFed employees and by rehiring laid-off employees as soon as openings become available for which they qualify. All employees being laid off shall be placed in a re-employment pool for a period of two (2) years. Such employees shall be offered any new or open jobs for which they are qualified. While in the re-employment pool, laid-off employees may continue participation in District insurance programs by paying the regular monthly premium to the district, subject to carrier approval.

In the event a RIF process is instituted, the District shall post an updated seniority list and shall provide the President with a copy. The list shall be predicated upon the most recent date of hire for each employee, his/her current assignment and the bargaining unit positions for which the employee is certified. Such most recent date of hire shall be that employee's seniority date. Ties in the seniority date of employees shall be resolved in the following priority:

1. Date employment began (for most employees this will be the first day of school in the year for which they were hired)
2. Date of Board approval of their employment
3. Date they returned their employment contract to the District
4. By lot

ARTICLE VI. INSTRUCTION

Section A. Academic Freedom:

Pursuant to Washington law, the District has the final authority and responsibility to develop and adopt courses of study and lists of instructional materials. District curriculum will be in accordance with mandates of curriculum as prescribed by the State. Employees will conform to instructional and assessment practices as recommended by the State. The District's school is not the appropriate forum for the expression of personal, religious, or political views or for the military advocacy of any particular cause or point of view.

Section B. Plan/Preparation Time:

1. **Elementary:** The District shall provide each full time elementary employee with two-hundred thirty-five (235) minutes of preparation time per week. It shall be in no less than fifteen (15) minute blocks. The thirty (30) minutes before and after school shall not be computed as preparation time. Part-time employees shall be granted plan time and shall be given supervision time responsibilities in proportion to their contracted duty time.
2. **Secondary:** The District shall provide each full time secondary employee one (1) period of preparation time per day. The thirty (30) minutes before and after school shall not be computed as preparation time. Part time employees shall be granted plan time and shall be given supervision time responsibilities in proportion to their contracted duty time.

3. **Renegotiation:** In the event of a financial crisis, Article VI: Instruction, Section B. Plan/Preparation Time shall be open to renegotiation.

Section C. Class Size:

1. **State Requirements:** The District shall comply with the Teacher/Student ratios required by the State of Washington.
2. **Commitment to Reasonable Student/Teacher Ratios:** The Parties recognize the importance of maintaining a reasonable Teacher/Student ratio that provides for quality education and commit themselves to the goal, within available resources.
3. **Appeal Procedure:** In the event that an employee believes that an unsatisfactory Teacher/Student ratio exists, which may be the total number of students in his/her class(es) or the number or ratio of special needs students, the employee shall notify his/her principal and AR. The principal shall call a meeting to be attended by him/herself, and the employee(s) involved. The employee shall be accompanied by his/her AR at this meeting. In considering the belief, this group shall look at least at the following areas:
 - a. Budget
 - b. Discipline
 - c. Equipment needed
 - d. Special mix or needs of students
 - e. Available facilities
 - f. Subject taught
 - g. Grade level
 - h. Student abilities
 - i. Instructional techniques required
 - j. Other teaching assignments
 - k. Any additional pedagogically sound factors

If the principal agrees that a size or ratio problem exists, and the group agrees on a remedy(s) the principal may make any adjustment that is within his/her authority in order to alleviate the problem.

If the group cannot agree on the existence of a problem or its remedy the employee may appeal to the Superintendent, or if the principal agrees that a size or ratio problem exists but remedies are not within his/her authority, the employee, AR and principal may make a recommendation to the Superintendent for steps that might be taken to remedy or minimize the problem.

If the issue is appealed to the Superintendent, the Superintendent shall meet with the group as soon as reasonably possible in an attempt to come to agreement on the problem and its solution.

If agreement is reached the Superintendent shall implement any remedy that is within his/her authority.

If agreement is not reached with the Superintendent, or if the remedy is not within the authority of the Superintendent, the employee may appeal to the Board. The Board shall grant a hearing to the participants and shall make a final determination.

Section D. Supplies, Materials, and Equipment:

Requests and Responses: In making requests for supplies, equipment and materials for use in the instructional program employees shall:

1. Make a request to their principals in writing on the appropriate forms as early as possible.
2. The principal shall advise the requesting employee of the disposition of the request.

Section E. Student Discipline:

1. **Distribution of Board Policies:** No later than September 15, of each school year, the district shall distribute to and review with employees policies on student discipline. The review shall provide ample opportunity for discussion of federal and state laws concerning student discipline and employee's rights and responsibilities related hereto.
2. **District Support:** The District shall support and uphold employees in their implementation and enforcement of the District's student discipline policy.
3. **Referrals:** Whenever employees make referrals for discipline, special education, testing or other reason, a copy of such referral shall be given to the employee's principal. Whenever employees make referrals for discipline of special education students to the principal, a copy of such a referral shall be given to the special education director. Principals shall assure that all such referrals shall be given a written response in a timely fashion. In cases of discipline, normally the response shall be given the same day. In cases of special education or other testing, the normal response shall be given within one (1) week, but in no event later than two (2) weeks.

Section F. Staff Development:

The staff and administration will review, on an annual basis, staff development needs, professional growth opportunities, and possible funding for the current year. A committee of two (2) association appointees and one District appointee shall annually determine how to use the three (3) days funded by the State for activities related to improving student learning consistent with education reform implementation.

Section G. Mentor Teachers:

1. **Purpose:** The District shall provide a Mentor Teacher Intervention Program for both new and experienced employees, as follows:
 - a. **New Employee Intervention:** New Employee Mentor Teacher Intervention Program shall be to:
 - i. Assist beginning employees to become familiar with textbooks, student learning objectives, instructional materials, orientation to buildings, etc.
 - ii. Help employees develop collegial relationships with other staff members.
 - iii. Provide opportunities to discuss experiences in classroom management, seek new ideas and alternative strategies for instructional presentations, and to receive encouragement and feedback.
 - b. **Experienced Employee Intervention:**
 - i. All employees with teaching experience who are new to the District shall receive up to five (5) hours of assistance from a mentor.
 - ii. All employees who are placed on probation shall receive mentor assistance as directed by the employee's written plan for improvement.
 - iii. Any other experienced employee may participate in the mentor program if approved by his/her principal after reaching agreement upon the specific areas to be covered. First priority shall be granted to those who are evaluated "unsatisfactory" or "needs improvement".
2. **Voluntary:** The mentor teacher program shall be totally voluntary. The District shall not request or require any employee to apply for participation. If a mentor is requested by a new teacher, experienced teachers who choose to be mentors shall receive an annual stipend of two hundred fifty dollars (\$250.00).
3. **Evaluation:** No participating employee shall be subjected to any additional evaluation not set out in this agreement. A mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of a beginning teacher. The Association shall be involved in any state and/or District evaluation of the mentor teacher program.

NOTE: Section G. (Mentor Teacher) is subject to state funding

Section H. Early Release:

Early releases shall occur monthly except for November and December.

When an early release of two (2) hours occurs:

1. The first hour may be used for a faculty meeting; the second hour shall be for Professional Learning Community (PLC) work. The employees shall determine the work to be done by the different PLC group's.
2. No changes to this schedule shall be made without one (1) weeks' notice and the agreement of Association and District.

Section I. Zero Period Classes:

If it is decided that a zero period is needed and if the school board approves the same, the teacher will be compensated at 1/7 of their salary to work the additional period.

Section J. Teaching During Preparation Time:

Employees asked by an administrator to teach a regular class during their preparation period will receive an additional 1/7 of their salary to recognize the loss of their preparation time. This will be in effect for those teachers asked to cover a class period for a grading period or longer.

Section K. Student Grades

There shall be a minimum of two (2) working days from the time the quarter ends until the time that student grades are due.

ARTICLE VII. LEAVES

Section A. Illness, Injury, and Disability (Sick) Leave:

1. **Accumulation:** The District recognizes for full-time certificated employees one day per month of sick leave. The sick leave can be accumulated to a total of twelve (12) days per year. The District will grant that portion of a day/month for part-time employees as represented by their partial FTE contract. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance shall be made known to him/her upon employee request. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.
2. **Use:**
 - a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.
 - b. **Family and Medical Leave Act (FMLA):** A leave of absence, under the provisions of the Family and Medical Leave Act (FMLA), shall be granted to a certificated staff member upon request for:
 - The birth, adoption, or foster care placement of a child
 - The care of a spouse, child, stepchild, or parent with a serious health condition
 - The employee's own serious health condition
 - An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for the service member.
 - i. **Eligibility:** All contracted employees shall be eligible to request FMLA leave provided they have worked for 820 hours over the previous twelve (12) months.

- ii. **Duration:** FMLA leave shall be granted twelve (12) weeks of leave during a twelve (12) month period. Part time employees who have established eligibility shall be granted FMLA leave proportional to their contracted employment.
 - iii. **Notification:** The employee shall provide the District thirty (30) days advance, written notice of his/her intent to use Family Leave when the need for the leave is foreseeable. The District may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work.
 - iv. **Job Benefits and Protection:** The District shall insure the following provisions:
 - Maintain the employee's health coverage during the duration of Family Leave. The employee must continue to pay his/her portion, even in a non-paid status;
 - Grant the employee his/her previous position, or equivalent position with equivalent pay, upon return from Family Leave; and
 - Maintain any employee benefits that accrued prior to the start of Family Leave.
 - v. **Use of Accumulated Paid Leave:** At the employee's discretion, this leave can be deducted from accumulated paid leave days (sick leave and personal leave) or taken wholly or in part as unpaid leave.
 - vi. **Consecutive Use of Sick Leave and Family & Medical Leave:** As per Washington State Family Leave Act (1997), the use of Family & Medical Leave is in addition to any leave for the sickness or temporary disability caused by pregnancy or childbirth. An employee may take sick leave for the actual period of disability because of pregnancy or childbirth, and then may also take twelve (12) weeks Family & Medical Leave during her contracted year due to the birth of a child.
- c. **Family Illness:** The District shall grant sick leave to employees in the event of illness within the immediate family of the employee which requires their presence or assistance. For purposes of this provision, the term "immediate family" shall mean spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, marriage partners of the employee's children, parents, siblings, grandchildren or grandparents, or a person living in the same household as the employee. In addition, the District shall honor any applicable provision of state or federal law concerning the granting of family leave benefits.
- d. **Adoption:** In the event of adoption, use of sick leave may include time for court legal procedures, home study, and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours, and such additional activity as is required to make the immediate inclusion of the adopted child into the employee's home.
- e. **Emergency:** The District shall grant sick leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.
3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.
4. **Annual Sick Leave Buy-Back Option:** Employees may cash in unused sick leave days above an accumulation of one-hundred eighty (180) days at a ratio of one full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year), in January, of each year following any year in which a minimum of one-hundred eighty (180) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one (1) day per month.
5. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District employment due to retirement (as recognized by the Washington State Teacher's Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred eighty (180) days at a rate of equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury.

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of OSPI.

6. **Legislative Action:** In the event legislative action repeals, voids, or changes existing sick leave buy back RCW 28A.58.096, the Association reserves the right to negotiate reinstatement of District Policy No. 5321 concerning sick leave buy back.
7. **VEBA:** The District shall provide employees the option of utilizing a VEBA account for depositing funds into a trust account to pay for employee's and/or spouse's and/or dependent's post-retirement health related expenses.

The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan pursuant to RCW 28A.400.210 and agrees to make contribution to the plan on behalf of all employees in the group who are eligible to participate by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of the employee available for contribution on an annual basis and at retirement in accordance with the statute. All eligible employee fails to sign up and submit such an agreement to the District they will not be permitted to participate in the plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such an employee during the term thereof, shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

Section B. Sick Leave Sharing:

1. Consistent with the provisions and requirements of state and federal statutes and this contract, employees may share accumulated annual leave or sick leave with another employee who:
 - a. Suffers from, or has a household member or relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been called to service in the uniformed services.
 - b. Has a condition or circumstance which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
 - i. Apply for leave without pay, or;
 - ii. Terminate employment:
 - 1) Has depleted or will shortly deplete all applicable leave reserves. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of sick leave in reserve.
 - 2) The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
2. A staff member who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, as described above.
3. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.
4. A staff member who receives personal leave may request that the superintendent transfer a specified amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the accumulated amount of personal leave available.
5. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorated, within sixty (60) days after the recipient's use of accumulated leave ceases.
6. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and recipients shall be kept confidential.
7. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650, 41.04.655, and 41.04.665.

Section C. Personal Leave:

Employees shall be granted four (4) days of personal leave with pay per year. Personal leave will be approved by the Superintendent provided that application is made at least two (2) days in advance of the date of the absence. Not more than two (2) certified employees in a school building shall be authorized personal leave at the same time without approval of the Superintendent. Personal days not used by the employee may be carried forward to subsequent years to a maximum total of six (6) days.

Section D. Bereavement Leave:

The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family of the employee, as defined below. The District shall grant employees one (1) day of bereavement leave with pay in the event of the death of friends, students, or colleagues of the employee. Upon approval of the Superintendent, additional bereavement may be granted as emergency leave.

The term "immediate family" shall mean spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, marriage partners of the employee's children, parents, siblings, grandchildren or grandparents, or a person living in the same household as the employee or any person who is a dependent of the employee.

Section E. Court Appearance Leave:

The District shall grant Court Appearance Leave as follows:

1. **Jury Duty:** The District shall pay the cost of the substitute with no loss of pay to the employee. Any jury duty pay will be paid to the District. The employee will retain any reimbursement for mileage.
2. **District Related Court Appearances:** The District shall pay the cost of the substitute with no loss of pay to the employee. The employee will retain any reimbursement for mileage.
3. **Other Court Leave:** Other court absences will be granted from Emergency Leave.

Section F. Long Term Leave of Absence:

The District may grant any employee an unpaid long-term leave of absence for up to one (1) year for study, child rearing, travel, medical, or other mutually agreed to reason(s). Upon Board approval leave may be extended an additional year. Employees granted such a leave shall be permitted to stay on the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave.

Section G. Meetings and Conferences:

The District may grant paid leave with reimbursement for approved expenses to employees for the purpose of attending educational meetings. Application for such leave shall be in writing. Approval of such leave is discretionary with the Superintendent and must be obtained in advance of the leave.

Section H. Association Leave:

The District shall grant employees up to five (5) days with pay to the Association to be used to conduct Association business. The Association shall reimburse the District for such time taken at the daily substitute rate of pay, should substitutes actually be used.

Section I. Military Leave:

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

Section J. Unpaid Holidays of Faith or Conscience:

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Section K. Washington Paid Family Leave

Employees are eligible for WPFL starting in January of 2020. The cost of the premiums is split between District and employee as per the law governing the use of the leave. Procedures for application shall be established by WAC... The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may elect to use this leave after using an amount of sick leave of their choice and before accessing the provisions of the Family and Medical Leave Act (FMLA).

ARTICLE VIII. FISCAL MATTERS

Section A. Salary:

1. **Schedule:** Salaries shall be as set out in the schedule which is attached to and made a part of this Agreement as Appendix A.
2. **Retroactivity:** Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first (1st) regular pay day following execution of this Agreement.
3. **Initial Placement:**
 - a. **Certificate:** All employees must possess a valid Washington State teaching certificate and endorsement(s).
 - b. **Experience Credits:** Beginning with the ratification of this Agreement, experience shall be determined by WAC 392-121-280.
4. **Increments:** Increment steps for experience and advancement education shall be granted on or before October 1, of each year.

In the event an employee is unable to get a transcript by October 1, they may request an extension. This request must be made three (3) working days prior to October 1. District and Association representatives will review the case and make a recommendation on the extension.

5. **Payment:** Paychecks shall be issued on the last calendar business day of each month. Employees may opt to have their checks delivered to their mail boxes during the school year and mailed to them over the summer, or direct deposited to a bank.
6. **University Credit and Clock Hours:** Beginning with the ratification of this Agreement, credits and clock hours accepted for certification, endorsement or District initiative shall be accepted for placement on the Wilson Creek Salary Schedule.
7. **Part-Time Employee:** Beginning with the ratification of this Agreement, WAC 392-121-280 shall determine how much experience employees shall be granted for part-time or part-year work experience. Employees shall not be deprived of other experience already recognized, except in cases of placement error.
8. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. On the event the District has made an under or over payment, the District and the employee shall work out a mutually agreeable plan for pay back, unless state law or regulation require otherwise. Such corrections shall be for the current contract year and shall not be retroactive beyond the current year.
9. **Salary Compliance:** All State flow-through monies shall be applied to the Wilson Creek Salary Schedule.

Section B. Time and Responsibility: Five (5) Days (33.75 hours) of additional pay:

- One (1) day of “sheeted time” (teacher directed)
- Two (2) days before school
 - One (1) day before school – teachers only
 - One (1) day before school – all staff
- One (1) day in October – teachers only
- One (1) day in March – teachers only

Five (5) days of deemed done time, formerly paid as supplemental salary, have been included in the base contract for additional duties required of the teaching staff, such as open house, conference preparation, performances, etc.

The continuance of the additional days is contingent on adequate state funding.

Incentive:

- **Signing Bonus:** Any certificated, non-administrative employee new to Wilson Creek will receive a signing bonus of fifteen hundred dollars (\$1500.00) if their contract is signed and returned to the District Office by August 15. The bonus will be paid in the September check. In the event a teacher is hired prior to earning a teaching certificate, the bonus will be paid in the first pay period following the earning of the certificate.

Section C. Substituting

Employees asked to substitute for another teacher will be compensated at 1/7 of the daily substitute rate per period. Timesheets for such substituting shall be submitted monthly to the business office. Timesheets will not be accepted if they are later than 60 days from the date of occurrence.

Section D. Insurance:

The District shall continue to provide health insurance under SEBB (School Employees Benefits Board). The employer contribution will equal the state allocated and appropriated amount.

Insurance Compliance: All insurance benefit monies from the State shall flow-through to the employees.

Section E. Work Year:

The employee work year shall be one-hundred eighty (180) days with three (3) days outside the base contract as per Section B. Time and Responsibility above.

Teacher check-out will include student records, grades, written inventory, grade and lesson plan books, class advisor activity sheets, summer repair requests, and rooms prepared for summer cleaning. Check out will be completed by June 30 or the June paycheck will be held pending completion.

Section F. Work Day:

The employee work day shall be six and three-quarters (6.75), including a thirty (30) minute duty-free lunch period.

For any day on which the District operates on an emergency, shortened schedule due to inclement weather, teachers will not be required to report for work until one-half (1/2) hour before the start of the adjusted student day.

Section G. Release From Contract:

An employee shall be released from the obligations of his/her contract upon request under the following conditions:

1. **Notice:** A letter of resignation must be submitted to the Superintendent's office.
2. **Prior to May 1:** If the letter of resignation is submitted prior to May 1, the employee shall be released from his/her contract without further qualification.
3. **After May 1:** If the letter of resignation is submitted May 1, or after, a release from contract shall be granted, provided that a satisfactory replacement can be obtained.
4. **Hardship:** A release from contract may be granted in cases of illness or other personal matters which make it possible for the employee to continue employment in the District.

Section H. Calendar:

The District, in consultation with the Association, shall establish the calendar by June 1, which calendar shall conform to the following:

1. **Beginning (and Ending) Date:** The employee work year shall begin three (3) to five (5) working days after the Grant County Fair.
2. **Winter Break:** Winter Break shall begin on or before December 22 and shall be a minimum of ten (10) working days in length.
3. **Spring Break:** Spring break shall be the first full week of April unless otherwise mutually agreed upon by the parties.
4. The three (3) days for professional development provided by the state and two (2) days of professional development paid by the district shall be included in the calendar as non-student days, with one (1) of the days to be reviewed annually by the administration and association. Should the state add any additional paid days, they shall be passed through to the employees, and the Association and District shall meet to decide how to incorporate them into the school year.
 - a. The District will not change the non-school status of these days except to make up school days missed due to conditions beyond the District's control. The District will consult with the Association before making such a decision. If necessary to hold school on one of these days, the District shall grant personal leave day(s) to, and hire a substitute for, any teachers who make a request. Keeping in mind the section under Personal Days, no more than two such personal days may be granted for the same date. However, if previous plans were made to attend a workshop or conference and the notification is too short for the teacher to receive a full refund for conference costs, upon proof, the teacher will be reimbursed by the District for any such non-refundable costs incurred by the teacher.
5. Duty-free record keeping days ("day" means one, half-day per quarter) prior to report cards going home for the 1st, 2nd, and 3rd quarters. No meetings or in-services will be scheduled for this day.
6. Parent/Employee Conferences:
 - a. Student Release: The District shall dismiss all students two (2) early release days before Thanksgiving.

The district shall dismiss all students two (2) early release days in the spring for the purpose of holding parent/teacher conferences. The dates for these conferences shall be mutually determined and included in the District calendar.
 - b. Flexible time: The time for such conferences to begin and end on these days shall, by mutual agreement between the employees and the superintendent/principal or designee, be flexible, in order to accommodate parents who cannot attend conferences during the school day. By such mutual

agreement, conferences on these days may be scheduled earlier or later than the regular employee workday or earlier in the school year. If the building schedules evening conferences, employees may leave with students on holiday early release days before Thanksgiving and Winter Break.

- c. Another option could be that for two evenings of conference in the fall and one evening in the spring, a third early release day would be added to the Friday going into Spring Break. This option would assist elementary teachers in meeting all parents. Secondary teachers could apply this option IF they have parents that need the third evening of conferences. This will be done on an individual basis with agreement by administration.

Section I. Travel Reimbursement:

Employees shall be reimbursed for expenses when on school approved trips. School vehicles are to be used whenever possible. Mileage will be paid at the state rate. Meals not included in a conference/meeting registration will be paid at the state per diem rate. All expenses are to be pre-approved by the Superintendent on the designated District forms. A check will be issued by the Business Manager a day before the trip.

Section J. Extra-Curricular Employment:

1. Definitions:

- a. **Co-curricular:** Those stipend positions maintained in the certificated contract. Criteria for these positions under the PERC Castle Rock Decision shall be that these positions must be held by a certificated employee. (For the duration of this negotiated agreement, those positions shall be FFA, FBLA, vocal, and band stipends.)
 - b. **Extra-curricular:** Those stipends, excluded from the certificated contract by the PERC Castle Rock Decision. (This includes, but not limited to, all coaching positions, and other advisory and club positions for which a certificate is not a requirement.)
2. **Stipend:** Employees who are offered extracurricular employment shall be paid stipends as set out in the Extracurricular Stipend Schedule, which is attached to and made part of this Agreement as Appendix B. Stipends are given in recognition of work done outside the normal six and three-quarter (6.75) hours.
 3. **Contract and Job Descriptions:** The District shall issue a Supplemental Contract for each such job offered and accepted, and shall attach a detailed Job Description with each such Supplemental Contract.
 4. **Removal of Contract Offer:** In the event the District determines not to re-offer a supplemental-contract to an employee, it shall advise the employee in writing with reasons, prior to the last contract day of the school year, if requested by the employee.
 5. **Not a Condition of Employment:** Neither a determination by the District to offer, nor not to offer supplemental contract employment to an employee, nor an agreement by an employee to accept, or not accept supplemental contract employment shall be made a condition of continuous or future employment with the District.

Section K. Curricular Rate of Pay:

Certificated staff members will timesheet their Per Diem Rate of Pay when required to attend meetings outside of the contracted workday. Activities required by administration may include but not be limited to trainings and committee work for CARE Team, Safety meetings, Facilities meetings, for new curriculum adoptions, self-studies, and accreditation, and any other committee work required by administration.

Curriculum Rate of Pay will be calculated using the Wilson Creek salary schedule as follows: BA+15, 5 yrs of service, divided by 1,215 hours (180 days x 6.75/hrs. day). As the state salary allocation increases/decreases, the curriculum rate of pay will follow the current state salary schedule.

Section L. Professional Conferences:

The District shall grant reimbursement to employees for professional conferences, seminars or workshops when classes taken are part of a PGP or are suggested as a part of an employee evaluation.

The District may grant leave to employees for the purpose of attending professional meetings or conferences that are of value to the employee’s professional performance. Such leave will be granted with or without pay and with or without travel reimbursement, provided such determination is made on a fair and equitable basis to all employees. A Conference/Workshop Request, shall be submitted to the District for prior approval.

Section M. Lifeflight:

The District will reimburse employees for thirty-five dollars (\$35.00) of the annual cost for employees and their families for the use of Lifeflight. It will be the responsibility of the employee to sign up with Lifeflight and show proof of such to receive reimbursement.

Section N. Credit Retrieval:

Any certificated employee required to do credit retrieval/recovery during the summer shall be paid a stipend for 10 days at their per diem rate of pay for time spent and documented on a time sheet, with all work completed before the start of school in the fall.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Definitions:

1. The term “*grievant*” shall mean a bargaining unit member or group of bargaining unit members of the Association.
2. The term “*grievance*” shall mean a claim or complaint by a grievant that there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement or of any rules, order, policy, regulation or practice of the employer.
3. For purposes of this Article only, “*days*” shall mean employee work days. After the last day of school and prior to the commencement of the new term, “*days*” shall mean calendar days.

Section B. Time Limits:

If the grievant fails to file or appeal according to the time-limit lines set out herein, the grievance may not be pursued further and shall be resolved according to the last formal response. In the event the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The time limits shall be strictly observed but may be extended by mutual agreement of the Parties.

Section C. Rights to Representation:

1. **With Association Representation:** A grievant shall have the right to be accompanied by the Association at all steps of the grievance process.
2. **Without Association Representation:** In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two (2) steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals, and responses are given to the President in a timely fashion.

Section D. Individual Rights:

Nothing contained in this Agreement shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this agreement.

Section E. Procedure:

Grievances shall be processed in the following manner:

STEP 1. Supervisor: The Parties require employees and their supervisors to attempt to resolve problems through free and informal communication prior to filing formal grievances.

Within thirty (30) days of the occurrence, or the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who shall arrange for a conference between him/herself, the grievant and the AR to take place within five (5) days after receipt of the grievance. The Supervisor shall provide the grievant and the AR with a written response within five (5) days after the meeting. Such answer shall include all reasons upon which the decision was based.

STEP 2. Superintendent: If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no decision has been rendered within the timeline, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level supervisor and the AR, to take place within five (5) days of his/her receipt of the appeal. The grievant and the AR shall have the right to include such witnesses as they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days to provide his/her written decision, together with the reasons for the decision to the grievant and the AR.

STEP 3. Binding Arbitration: If the Association is not satisfied with Step 2, or if no disposition has been made within the time-line, the Association may submit a "Demand for Arbitration" to the American Arbitration Association (AAA), along with a copy to the Superintendent. The arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, or such other rules as the Parties may mutually determine, provided that the Parties shall strike names from the panel selected by AAA within ten (10) days of receipt of such panel.

The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise prohibited by law, provided that such decision is in conformity to this Agreement. The Parties shall be bound by the award of the arbitrator.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, shall be borne equally by the Parties. All other costs shall be borne by the Party incurring them.

Section F. Miscellaneous Conditions:

1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. **No Reprisals:** No reprisals of any kind shall be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.
3. **Cooperation of the Parties:** The Parties shall cooperate in their investigation of any grievance; and shall furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an AR access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected employee or any issue in the proceeding question.

4. **Released Time:** Should the investigation or processing of any grievance require that an employee(s) or an AR(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits, unless said investigation can take place during non-duty times.
5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6. **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix C.
7. **Association Grievances:** If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievances shall commence at Step 2. Grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.
8. **Election of Remedies:** In the event an employee elects to use this grievance procedure to remedy an alleged violation of this Agreement, he/she waives his/her right to also use a statutory remedy procedure for the same alleged violation. In the event an employee elects to use a statutory procedure to remedy an alleged violation of this Agreement, he/she waives his/her right to use this grievance remedy procedure for the same alleged violation.

ARTICLE X. DURATION

Section A. Effective Dates:

This agreement shall be in effect when ratified and signed by the Association and the District and shall remain in effect through August 31, 2024.

Each cell on the Wilson Creek salary schedule shall be adjusted annually by the inflationary adjustment in the percentage agreed upon. For the 2023-24 school year, the IPD will be 3.5%. In addition, open for negotiation, shall be any language changes necessary due to legislative action.

EXECUTED THIS _____ day of _____, 2023 at Wilson Creek, Grant County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Board Chairman

Association President

Superintendent

APPENDIX A

**Wilson Creek Salary Schedule
2023-24**

With 3.5% IPD Increase

| Years of Service | BA | BA+15 | BA+30 | BA+45 | BA+90 | BA+135 | MA | MA+45 | MA+90 or PhD |
|------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|
| 0 | \$ 48,415 | \$ 49,722 | \$ 51,007 | \$ 52,435 | \$ 56,793 | \$ 59,598 | \$ 58,046 | \$ 62,403 | \$ 65,212 |
| 1 | \$ 48,878 | \$ 50,392 | \$ 51,765 | \$ 53,182 | \$ 57,584 | \$ 60,376 | \$ 58,691 | \$ 63,094 | \$ 65,883 |
| 2 | \$ 49,687 | \$ 51,027 | \$ 52,412 | \$ 53,940 | \$ 58,330 | \$ 61,150 | \$ 59,341 | \$ 63,730 | \$ 66,551 |
| 3 | \$ 50,328 | \$ 51,679 | \$ 53,081 | \$ 54,656 | \$ 59,037 | \$ 61,925 | \$ 59,957 | \$ 64,335 | \$ 67,224 |
| 4 | \$ 50,955 | \$ 52,366 | \$ 53,776 | \$ 55,406 | \$ 59,813 | \$ 62,722 | \$ 60,601 | \$ 65,009 | \$ 67,920 |
| 5 | \$ 53,257 | \$ 53,851 | \$ 54,445 | \$ 56,165 | \$ 60,557 | \$ 63,524 | \$ 61,258 | \$ 65,651 | \$ 68,618 |
| 6 | \$ 53,964 | \$ 54,527 | \$ 55,128 | \$ 56,935 | \$ 61,305 | \$ 64,288 | \$ 61,930 | \$ 66,301 | \$ 69,282 |
| 7 | \$ 55,110 | \$ 55,724 | \$ 56,339 | \$ 58,244 | \$ 62,679 | \$ 65,744 | \$ 63,190 | \$ 67,623 | \$ 70,691 |
| 8 | \$ 56,896 | \$ 57,531 | \$ 58,165 | \$ 60,228 | \$ 64,722 | \$ 67,900 | \$ 65,172 | \$ 69,668 | \$ 72,844 |
| 9 | | \$ 59,440 | \$ 60,095 | \$ 62,233 | \$ 66,831 | \$ 70,118 | \$ 67,175 | \$ 71,777 | \$ 75,063 |
| 10 | | | \$ 62,048 | \$ 64,340 | \$ 69,000 | \$ 72,396 | \$ 69,284 | \$ 73,946 | \$ 77,340 |
| 11 | | | | \$ 66,508 | \$ 71,270 | \$ 74,734 | \$ 71,453 | \$ 76,216 | \$ 79,678 |
| 12 | | | | \$ 68,546 | \$ 73,602 | \$ 77,170 | \$ 73,708 | \$ 78,547 | \$ 82,116 |
| 13 | | | | | \$ 75,991 | \$ 79,664 | \$ 76,042 | \$ 80,935 | \$ 84,608 |
| 14 | | | | | \$ 78,391 | \$ 82,253 | \$ 78,444 | \$ 83,492 | \$ 87,199 |
| 15 | | | | | \$ 80,430 | \$ 84,393 | \$ 80,482 | \$ 85,663 | \$ 89,465 |
| 16/16+ | | | | | \$ 82,038 | \$ 86,079 | \$ 82,091 | \$ 87,376 | \$ 91,254 |

APPENDIX B.

**WILSON CREEK SCHOOL DISTRICT/WILSON CREEK EDUCATION ASSOCIATION
SUPPLEMENTAL STIPEND SCHEDULE**

Section A. Stipend Categories and Amounts

| POSITION | Experience | 0 | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|--------------------------|----------|----------|----------|----------|----------|----------|
| FBLA Advisor..... | | 6.00% | 6.50% | 7.00% | 7.50% | 8.00% | 8.50% | 12.50% |
| FFA Advisor..... | Stipend of 35 additional days at the employee’s per diem rate of pay. If/when a new FFA adviser is hired, the salary will go back to 35 days at BA+0 for at least one year. It will then be re-evaluated. | | | | | | | |
| Career and Technical Ed. Director..... | | Stipend of 5% | | | | | | |
| Tech Prep Coordinator..... | | Stipend of 5% | | | | | | |
| Federal Title I and WA State LAP Coordinator..... | | Stipend of 5% | | | | | | |
| Music..... | | \$500 per concert | | | | | | |
| Special Education Director..... | | Stipend of 5% | | | | | | |
| Mentor Teacher..... | | Time sheeted if required | | | | | | |

*Percentage pay for the FBLA Advisor and all other positions is based on the **BA+0** salary for the 180 days on the Wilson Creek Salary Schedule.

All extended days need to be pre-approved by the administration before they can be reimbursed to allow the District the opportunity to determine if the days are in the best interest of the students. Also days need to be submitted for payment in 4-hour increments. The definition of an extended day to be any hours accumulating to a total of 4 that are not part of the employee’s regularly scheduled work day, i.e. 7:30 a.m. to 2:45 p.m. on a school day or the three (3) supplemental days. All extended days will be paid based on the individual’s position on the Wilson Creek Salary Schedule.

In order for an extended contract to be paid on a monthly basis (1/12 of the contract), the following procedures need to take place:

- Activities approved at beginning of month by principal
- End of month a log of hours completed and turned in to principal.
- For those months with hours less than 24 hours logged, employee would still be paid as if the hours had been completed, with the understanding that those hours would be made up in a month where there are more hours/activities approved.
- Another condition would be that if hours are not completed by July 31, and there is no indication that the hours will be made up in August, the August paycheck will have the difference of earned hours/day(s) from 35 subtracted from the August paycheck.

APPENDIX C

**WILSON CREEK SCHOOL DISTRICT/WILSON CREEK EDUCATION ASSOCIATION
FORMAL GRIEVANCE FORM**

NAME OF GRIEVANT: _____

ASSIGNMENT _____ BUILDING _____ DATE _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED _____

SPECIFIC CONTRACT ARTICLE VIOLATED: _____

BRIEF DESCRIPTION OF GRIEVANCE: _____

DATE VIOLATION OCCURRED: _____

DATE GRIEVANT BECAME AWARE OF VIOLATION: _____

DATE OF INFORMAL CONFERENCE: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT:

DATE:

Send the original signed grievance to the person with whom the grievance is filed. Send one (1) copy each to the Superintendent and Association President. Keep one (1) copy.

APPENDIX D

**WILSON CREEK SCHOOL DISTRICT/WILSON CREEK EDUCATION ASSOCIATION
NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR
BEING PLACED ON PROBATION**

You are being presented with this notice and option pursuant to the Agreement between the Wilson Creek School District and the Wilson Creek Education Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District shall notify the Wilson Creek Education Association that this disciplinary action or probation notice has been given to you.

I do wish to have the Association notified that I have received this notice.

I do not wish to have the Association notified. I understand that the Association shall receive no notice from the District of this action. Unless I contact them directly, they shall not be informed of this action.

My signature indicates that I have received, read and understand this notice.

Signature of administrator

Date

Signature of employee

Date

APPENDIX E**CREDIT AND CLOCK HOUR APPROVAL –
WILSON CREEK SCHOOL DISTRICT 167-202**

Employee name: _____ Current position: _____

INSTRUCTIONS:

1. Complete one line for each course for which approval is being requested.
2. Choose one of the eligibility criteria listed below that most pertains to the credit or clock hour course and circle that number in the column marked “Criteria.”
3. Your principal or supervisor must sign in the designated column next to each credit or clock hour offering listed, indicating their approval.
4. Sign and date the completed form and return it with your official transcripts or clock hour registration form to the office.

NOTE: Credits or clock hours must be earned by October 1 to count for salary placement for the current school year.

 Official transcripts are ordered

 Official transcripts are attached

 Signed clock hour registration forms are attached.

| Date or term | College/university or clock hour provider | Course number | Course title | # of credits or clock hours | Eligibility criteria (choose one) | Principal/supervisor signature |
|--------------|---|---------------|--------------|-----------------------------|-----------------------------------|--------------------------------|
| | | | | | 1 2 3 4 5 6 | |
| | | | | | 1 2 3 4 5 6 | |
| | | | | | 1 2 3 4 5 6 | |
| | | | | | 1 2 3 4 5 6 | |
| | | | | | 1 2 3 4 5 6 | |
| | | | | | 1 2 3 4 5 6 | |
| | | | | | 1 2 3 4 5 6 | |

The 1995 State Legislature has mandated that credits and clock hours earned after September 1, 1995, shall count only if the content of the course meets one or more of the state defined criteria listed below. The employee must complete this form and establish eligibility BEFORE any credits or clock hours earned after September 1, 1995, will be accepted for district salary placement. Once credits or clock hours are recognized as meeting one or more of the eligibility criteria listed, this form will be attached to the Official Transcript or Clock Hour form that verifies the credits or clock hours were earned and kept in the employee’s personnel file.

ELIGIBILITY CRITERIA

1. Is consistent with a school-based plan for improving student learning developed under section 520(2) of this act for the school in which the employee is assigned.
2. Pertains to the employee’s current assignment or expected assignment for the following school year.
3. Is necessary for obtaining an endorsement as prescribed by the State Board of Education.
4. Is specifically required for obtaining advanced levels of certification.
5. Is included in a college or university degree program that pertains to the employee’s current assignment or potential future assignment as a certificated instructional staff.
6. Pertains to Para Educator Credits

Employee signature: _____ Date: _____

APPENDIX F

TIMESHEET

Name: _____ Month: _____

| Date | Hours | Description |
|-----------------------------|--------------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Reserved for Payroll | | |
| | TOTAL HOURS | |
| | | |
| | | |
| | | |

Appendix G

TEACHER EVALUATION PRE-OBSERVATION FORM

For Weeks Of _____

Teacher:

Proposed Date: _____ and Time _____ of observation

Principal/Observer Confirmation of Date/Time

Please complete this form and return it to the principal on or before the Monday of the week observation is to occur. The purpose of this form is to better communicate to observer the planned lesson and objectives and to inform observer what to be looking for during the observation. This form also provides advanced notification of observer being in the classroom on a scheduled observation basis.

Explain in summative paragraph the planned lesson to be observed. Include in paragraph the relevancy to the Common Core, assessment strategies planned, and teacher expectations of student outcomes as a result of this lesson.