

Master Agreement

Between

Waterville School District

And

**Waterville Teachers' Leadership Council
(WTLC)**

2023-2025

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PREAMBLE

1 This agreement is by and between the Waterville School District and the (WTLC) Waterville
2 Teachers' Leadership Council. It has been negotiated pursuant to RCW 41.59.
3

4 ARTICLE I. ADMINISTRATION

5 Section A. Definition of Terms

- 6
7
8 1. The term "board" shall mean the Board of Directors of Waterville School District No.
9 209 as the governing body of the district.
10 2. The term "District" shall mean Waterville School District No. 209, Waterville, Douglas
11 County, Washington.
12 3. The term "Council" shall mean Waterville Teachers' Leadership Council Which shall be
13 known as WTLC.
14 4. The term "Parties" shall mean the district and the Council.
15 5. The term "Agreement" shall mean this Collective Bargaining Agreement.
16 6. The term "Employee" shall mean those persons for whom the Council is recognized as
17 the duly authorized bargaining agent.
18 7. The following terms shall be referenced in regards to a "day": A "student day" shall mean
19 any day during the school year in which students are present in the building, a "teacher/staff day"
20 shall mean any day that teachers are scheduled and/or required to be in the building.
21 8. The term "Superintendent" shall mean the chief administrative officer of the District or
22 his/her designee.
23 9. The term "President" shall mean the President of the Council or his/her designee.
24 10. The term "individual contract" shall mean the individual contract issued to and signed by
25 each employee pursuant to RCW 28A.405.210 and RCW 28A.405.220.
26 11. The term "supplemental contract" shall mean the contract issued and signed in
27 accordance with RCW 28A.405.240.
28 12. The term "extended contract" shall mean an individual, supplemental contract that is
29 issued to an employee for days beyond the employee's basic school year of one-hundred sixty-
30 eight (168) days while operating on a four-day per week schedule. Such contracts are non-
31 continuing one (1) year only.
32 13. The term "RCW" shall mean Revised Code of Washington.
33 14. The term "WAC" shall mean Washington Administrative Code.
34 15. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or
35 his/her office.
36 16. The term "BEA" shall mean Basic Education Act.
37 17. The term "CR" shall mean Council Representative(s).
38 18. The term "PERC" shall mean the Washington State Public Employee Relations
39 Commission.
40 19. The term "Conflict Resolution" shall mean the process to resolve grievances.
41
42

43 Section B. Recognition

44
45 **1. Four Day Work Week Philosophy:** Beginning with the 2018-2019 School Year, the District
46 adopted a four-day student school week with the intention of increasing student and staff
47 attendance, and improving conditions by providing extra time during a school year work week
48 calendar for appointments, personal business, and vacations. While the District recognizes all
49 personal business and appointments cannot be accomplished on non-work Fridays, the hope is

50 that staff will make a concerted effort to do so as much as possible with the recognition that the
51 contractual personal leave days are intended for those special events or personal needs that cannot
52 be accomplished on non-work Fridays. Staff and student attendance will be monitored and
53 recorded and reported locally to review the efficacy of the Four Day School Week.
54

55 **2. Bargaining Unit Makeup:** The district recognizes the Council as the exclusive
56 bargaining agent for all certificated employees of the District excluding District and Building
57 Administrators.
58

59 **3. Exclusivity:** The District shall not recognize nor shall it bargain with any other Employee
60 organization seeking or claiming to represent certified employees unless such organization has
61 been certified by PERC as the exclusive bargaining agent for Employees.
62

63 **Section C. Individual and Extended Contracts**

64
65 When individual and extended contracts, for the purposes of classroom instruction or duties
66 directly related to classroom instruction are offered and accepted between the District and an
67 individual employee, such contracts shall be subject to and consistent with the terms of this
68 Agreement. If an individual or extended contract contains any language inconsistent with this
69 Agreement, this Agreement shall be controlling, except in cases when Section D Article 1 apply.
70

71 **Section D. Conformity to Law**

72
73 This Agreement shall be governed and construed according to the Constitution and Laws of the
74 State of Washington. If any provision of this Agreement, or any application of the Agreement
75 to any employee or groups of employees shall be found contrary to law by a court or
76 administrative agency of competent jurisdiction, such provision or application shall have effect
77 only to the extent permitted by law, and all other provisions or applications of the Agreement
78 shall continue in full force and effect.
79

80 If any provision of this Agreement is held to be contrary to law, the Parties shall commence
81 negotiations on said provision as soon thereafter as is reasonably possible.
82

83 **Section E. Distribution of Agreement**

84
85 Following ratification and signing of this Agreement, the Council shall prepare a photo ready
86 draft for mutual editing. After agreement has been reached on the edit of the Agreement, the
87 District shall print the final Agreement. The district shall make an electronic copy of this
88 Agreement available on the district's website within 2 weeks after ratification. There shall be
89 two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained
90 by the District and one (1) by the Council.
91

92 **Section F. Joint Meetings of Labor and Management**

93
94 With the mutual goal of building trusting relationships, one or two representative(s) from each
95 of the Parties shall meet once during each of the following months: September, November,
96 January, March, and May. Meetings will occur during the regular school year in order to monitor
97 the administration of the Agreement and to pursue mutual problem identification and mutual
98 problem solving. Such meetings shall not be conflict resolution conferences nor shall they be
99 collective bargaining sessions regarding this or successor Agreements.
100

101 **ARTICLE II. BUSINESS**

102
103 **Section A. Dues, Deductions, and Representation Fees**

104 All dues and fees for employees choosing to become a member of the Council shall be deducted
105 from the employee's paycheck in monthly installments beginning with the first month of
106 employment. Employees working less than a full year shall have dues or fees deducted only for
107 the months of actual employment. The monthly deduction shall be in an amount equal to 1/12 of
108 the total annual dues. The amount of individual annual dues shall be submitted to the District by
109 the Council in writing on or before September 10th of each school year. A list of the employees
110 who are paying dues shall be supplied to the Council by the District prior to October 30 of each
111 year.

112
113 **Section B. Hold Harmless**

114
115 The Council agrees to defend, at its expense, and hold the District harmless, against any legal
116 action brought against the District as a result of these dues provisions.

117
118 **Section C. Other Deductions**

119
120 Upon receipt of written authorization, the District shall deduct from the salary of employees,
121 premiums for those insurance and annuity programs which have been approved by the Council
122 and the District or otherwise required by state law. The sums which are deducted as premiums
123 for approved insurance and annuity programs shall be forwarded in accordance with the written
124 authorization.

125
126 All new annuity programs must have a minimum of five (5) participants as per board policy for
127 the district to administer.

128
129 **Section D. Management Rights**

130
131 All rights, powers, prerogatives, duties, and authority which the Board now has or had prior to
132 the signing of this Agreement are retained by the Board except for those which are specifically
133 abridged or modified by the Agreement or law. Such abridgment or modification shall be to the
134 extent specifically set forth in this Agreement and such abridgments or modifications are to be
135 strictly construed.

136
137 **Section E. Council Rights**

138
139 **1. Information:** The Board shall, upon request and upon reasonable notice, provide the Council
140 with public documents. All such documents and records shall be provided in a timely manner,
141 consistent with the District equipment and personnel, with a timeline communicated between
142 both parties.

143
144 **2. Released Time for Meetings:** Whenever the presence of any CR or any employee is required
145 during working hours in local conflict resolution proceedings, or joint District/Council business,
146 he/she shall suffer no loss in pay.

147
148 **3. Use of School Buildings:** Upon approval of the building principal, the Council and the
149 representatives shall have the right of access to school building for organizational purposes

150 before or after normal contracted hours providing there is no interference with any school
151 program.

152
153 **4. Use of School Equipment:** Upon notification of the building principal, the Council shall have
154 the right to use school equipment at reasonable times, when such equipment is not otherwise in
155 use. The Council shall pay for the reasonable cost of all materials and supplies incidental to such
156 use.

157
158 **5. Bulletin Boards:** The Council shall have the use of a bulletin board in the staff lounge upon
159 request.

160
161 **6. Mail Boxes and Computer Use:** The Council shall have the right to use school mailboxes
162 and will follow the computer guidelines described in the staff handbook. The Council
163 recognizes that communications through a District email source is subject to public records
164 laws and inspection by the District.

165
166 **7. Board Policy Revision:** The Board shall notify the Council of any revisions of personnel
167 policy which are proposed or under consideration before adoption of any such policy through
168 communication of the board agenda and a monthly policy update notice by the Superintendent
169 or Designee. The Board reserves the right to formulate and adopt policy in emergency situations
170 without complying with the above provision.

171
172 **8. Administrative Hiring Team:** The District will notify WTLC leadership at the time of
173 posting any building principal position. A WTLC member will be provided by WTLC to sit on
174 the interview committee.

175
176 **9. Certified Hiring Team:** When hiring certified staff, an interview committee will represent
177 the community and staff shall strive to include a teacher, student, parent, and an administrator.
178

179 **ARTICLE III. EMPLOYEE RIGHTS**

180 **Section A. Just Cause**

181
182
183 **1. Discipline:** No employee shall be disciplined without just cause. (Refer to Appendix C).
184

185 **2. Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be
186 made available to the employee in writing at the time discipline is issued and placed in
187 employee's personnel file.
188

189 **3. Council Representation:** Employees shall have the right to representation at any
190 hearing, meeting, or conference involving the employee regarding disciplinary actions. In the
191 case of investigatory meetings, the supervisor is not required to inform the employee of a right
192 to representation. When a request for CR is made for an investigatory meeting, no action shall
193 be taken with respect to the employee until such CR is present for up to two (2) working days
194 after notice when parties mutually agree, after which time the District may act without the
195 presence of a CR. Disciplinary meetings will be scheduled with no less than two (2) days' prior
196 notice, unless mutually agreed upon.

197
198 **4. Progressive Discipline:** The District agrees to follow the policy of progressive discipline and
199 any disciplinary action taken against an employee shall be appropriate to the behavior that

precipitates said action. The District has the discretion to bypass steps in progressive discipline because of the severity of the conduct.

As a courtesy to the District, the employee is asked to inform the district if they will be bringing representation to any investigatory meeting.

Documentation in regards to an investigation or complaints will be placed in the employee's personnel file.

5. Privacy and Confidentiality: Any disciplinary actions taken by any agent of the District shall be made in private and in confidence and not in the presence of students, parents, other Employees, or at public gatherings unless warranted by the need to take expedited action in extreme circumstances.

Section B. Complaint Procedure

1. Procedural Requirement: Any complaint regarding an employee made to any member of the administration which does or may influence evaluation of the employee or which may lead to a disciplinary action shall, within ten (10) school days of receipt of the complaint by an administrator, be processed according to the following procedure, except in cases of allegations of serious unlawful misconduct:

Step 1. PRINCIPAL: The employee's principal shall meet with the employee to apprise the employee of the full nature of the complaint. They shall attempt to resolve the matter informally, with documentation of such resolution being signed by the employee and his/her principal. The employee's Principal may request a fellow Administrator or designee attend the meeting with the purpose of taking notes of the meeting. The employee may request a CR to attend the meeting with the purpose taking notes.

Step 2. PRINCIPAL AND COMPLAINANT: In the event that any complaint remains unresolved after Step 1, the employee or the complainant may request a conference with the applicable parties to attempt to resolve the complaint. The employee's Principal or the employee may request a fellow Administrator, CR, or designee attend the meeting with the purpose of taking notes of the meeting. Any complaint, resolved or unresolved as a result of such conference, or if no mutually acceptable conference can be agreed on, the employee may appeal the complaint to Step 3.

Any complaint unresolved at Step 2 shall be submitted in writing by the complainant and documented by the District.

Step 3. SUPERINTENDENT: At the request of the Employee, principal, or complainant, any complaint unresolved at Step 2 shall be reviewed by the Superintendent, unless the Superintendent has already reviewed the matter in the capacity of a principal, in that case, the Principal's decision will act as Step 3.

The Superintendent shall attempt to meet jointly with the principal, the complainant, and the Employee and shall attempt to reach a satisfactory solution to all persons involved. In the event such a solution is found, it shall be reduced to writing and signed by the participants to the conference.

250
251 **2. Use of Findings:** Upon completion of the required steps of the Complaint Procedure, the
252 findings may be used in the employee’s evaluation process. No complaint against an employee
253 may be used in a disciplinary action or evaluation against that employee unless the complaint
254 was discussed with the employee in a timely fashion pursuant to this section.
255

256 **3. Representation:** The employee shall have the right to representation by a CR at any meetings
257 or conferences regarding the complaint.
258

259 **Section C. Organizing Rights**

260
261 Employees shall have the right to freely to organize, join and support the Council for the purpose
262 of engaging in collective bargaining or refrain from any of such activities.
263

264 The Parties shall not directly or indirectly discourage or deprive or coerce any employee in the
265 enjoyment of any rights conferred by RCW 41.59 or other laws of Washington or the United
266 States.
267

268 **Section D. Non-Discrimination**

269
270 The Parties shall not discriminate against any employee with respect to hours, wages, or any
271 terms or conditions of employment by reason of their membership or non-membership in the
272 Council, their participation in any activities or non-participation in the Council or collective
273 negotiations with the Board, or otherwise with respect to any terms or conditions of employment.
274

275 The provisions of this Agreement shall be applied based on federal non-discrimination laws and
276 policy.
277

278 Membership in the Council shall not be denied to any employee.
279

280 **Section E. Personnel File**

281
282 **1. Access and Copies:** Employees and former employees shall, upon request, have the
283 right to inspect all contents of their personnel files. Upon request, a copy of any document
284 contained therein shall be given to the employee. No secret, duplicate, alternate, or other
285 personnel file shall be kept.
286

287 **2. Principals’ Working Files:** Principals’ working files will be available in digital or
288 print form for review by the employee at the employee’s request. Said files shall be
289 purged no later than August 1 for the previous school year, unless there is an ongoing
290 issue.
291

292 **3. File Inspections:** Reviews of personnel files shall be made in the presence of a
293 district administrator or designee. The employee may be accompanied by a CR.
294

295 **4. Minimum Contents:** Each employee’s personnel file shall contain the following
296 minimum items of information: evaluation reports for the past 7 school years, copies of
297 annual contracts, teaching certificate, and a transcript of academic records. Observation
298 reports and notes may be placed in the personnel file.
299

300 **5. Material Bar:** No evaluation, correspondence, or other material making
301 derogatory reference to an employee's competence, character, or manner shall be kept or
302 placed in the personnel file without the employee's knowledge.
303

304 **6. Removal of Materials:** After seven years the District may remove and destroy
305 employee's evaluation reports. The district will adhere to all state laws regarding
306 retention of records.
307

308 **Section F. Employee Protection**

309
310
311 **1. Liability:** The district shall provide Comprehensive Liability Insurance Coverage for all
312 employees by naming employees as additional insured on the District's Liability Insurance
313 Policy.
314

315
316 The District agrees to hold employees harmless and defend them for legal liability arising from
317 any act or failure to act during the course of their employment, provided such employees at the
318 time of the complaint were acting within the scope of their employment and/or under the direction
319 of the District's policy. The District's responsibility shall be limited to the coverage afforded for
320 employees by the District's Liability Insurance Policy, which shall comply with state law.
321

322 Securing personal liability coverage is the responsibility of the employee and is highly
323 encouraged.
324

325
326 **2. Personal Property:** The District shall include the personal property of employees in the
327 District's insurance program that covers damage to personal property used by the employee and
328 judged necessary for fulfillment of the employee's teaching position. To be eligible for coverage
329 and reimbursement, the employee must have registered and valued the property with the proper
330 building principal. Reimbursement shall be subject to settlement with the District's insurance
331 carrier.
332

333 The loss of money or loss and/or damage to automobiles and other vehicles are not covered under
334 this agreement.
335

336 **3. Threats:** Any employee who is threatened with physical harm by any person or group while
337 carrying out assigned duties shall immediately notify his/her principal, or in his/her absence or
338 inaccessibility any District administrator, and if necessary, the appropriate law enforcement
339 authority. Immediate steps shall be taken by the principal or other administrator in cooperation
340 with the employee to provide for the employee's safety and assist in contacting law enforcement
341 authorities, if appropriate. Steps may include notifying law enforcement and/or other reasonable
342 efforts. Precautionary measures for the employee's safety shall be reported to the employee by
343 the administrator at the earliest possible time.
344

345 **4. Self-Protection:** Employees may use reasonable measures with a student, patron, or other
346 person as is necessary to protect themselves, their students or colleagues from attack, physical
347 or verbal abuse or injury, or to prevent damage to District or personal property.
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5. **Property Replacement:** The District shall, if such matter is settled with the District’s insurance carrier, reimburse employees for replacement of personal property damaged, destroyed, or stolen during the course of an attack or assault on the employee while the employee is engaged in the duties of their employment. Verification of replacement is required.
 6. **Exclusion of Student from Classroom:** Refer to RCW 28A.600.010 and Policy 3241 procedure 3241p to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.
 7. **Dangerous Students:** In the event a student is assigned to an employee’s class who evidences symptoms or behaviors that will likely present a health or safety problem to the employee or other students, the assigning principal shall inform such employee of such problem(s) in advance of the assignment, or as soon as such information is available. The principal and employee shall meet with the employee(s) at the earliest time such information becomes available to discuss strategies for managing these situations and for outlining District resources and assistance that may be made available for assistance. The purpose of this subsection is:
 - a. To assure that every reasonable effort shall be made by District administrators to obtain and provide information to employees concerning students who pose a threat to employees or other students, and
 - b. That employees use such information to prepare themselves for such problems.
 - c. The employee and District shall be expected to familiarize themselves with appropriate student information in the FBA, BIP, IEP, 504 documents and implement appropriately adopted accommodations, safety and behavior plans.
 8. **Student Searches:** Student searches for weapons, illegal drugs alcohol, and other illegal materials shall be conducted by administration. Employees are not required nor permitted to conduct student searches.
 9. **Training:** The District will provide training for all employees concerning applicable federal, state and local laws, and District rules and regulation pertaining to student rights, employee rights, and the processing of student disciplinary matters. Training shall occur throughout the school year as needed. The District will utilize an online training system for the majority of the required trainings. Employees are required to finish their online training courses by November 1st of each school year for the duration of this contract. Incomplete assignments after November 1st will forfeit the stipend for the courses noted in Appendix A. If the courses are not completed by February 1st of each school year, the issue will be noted in the evaluation. Training modules will be emailed to all staff no later than August 15th.

399 **Section G. Assignment and Transfer**

400
401 **1. Definitions**

402
403 **a.** The term “position” shall mean the specific grade level content area, and program a
404 teacher is assigned to for the current year.

405
406 **b.** The term “program” shall mean the funding source: i.e. Basic Education, Enrichment,
407 Special Education, Transitional Bilingual, Title I Regular, Title I Migrant, LAP and
408 similar financially differentiated programs.

409
410 **c.** The term “transfer” shall mean a change from an employee’s current position to a
411 different position.

412
413 **d.** The term “vacancy” shall mean any position opening within the bargaining unit,
414 including new positions.

415
416
417 **2. Notice to Continuing Employees:** All employees shall be given written notice of any
418 changes in their assignments for the coming year not later than 2 weeks prior to the last day of
419 each school year. Subsequent changes may be made by mutual agreement or for emergency or
420 reasonable program purposes only.

421
422 **3. Posting:** A printed list of all current vacancies will be posted. All vacancies occurring
423 during the work year shall be reported to the Council and posted for a minimum of five (5) days.
424 All vacancies known to the District by May 1st for the following work year shall be posted by
425 May 15 of the current work year. Thereafter and until the start of the new school year, the job
426 posting list shall be updated, as new vacancies become available, with the new listing being
427 posted. During vacation periods, the District shall notify Employees of the posting by e-mail.

428
429 **4. Application for Transfer:** Employees requesting a transfer to a vacancy shall complete
430 a letter of interest to transfer with the superintendent or designee.

431
432 **5. Priority:** The District shall hire the best qualified applicant for each position. All
433 qualifications for any posting shall be set out in the posting.

434
435 **6. Involuntary Transfers:** Transfers shall be made only when necessary to accommodate
436 fluctuations in enrollment, program scheduling difficulties, inability to find a qualified applicant,
437 or documented discipline reasons.

438
439 **a.** If an employee is transferred against their wishes, they shall give written notice to their
440 immediate supervisor and the superintendent within five (5) business days of being
441 notified of the transfer.

442
443 **b.** When such transfers are reported, the immediate supervisor must supply a written
444 justification of the necessity of the transfer to both the employee being transferred and
445 the superintendent within five (5) business days of the employee reporting their
446 unwillingness to be transferred.

448 c. Should the employee question the validity of the justification, they may appeal to the
449 superintendent within five (5) business days of receiving the written justification.

450
451 d. Any employee who has been involuntarily transferred may be given preference over
452 other equally qualified applicants in hiring the following year to return to their original
453 position if such a vacancy occurs.

454
455 **7. Change of Assignment Assistance:** Employees who are transferred shall be provided
456 training, identified as necessary and appropriate in collaboration between building supervisor
457 and employee. This training will be provided whenever possible by district staff through
458 established district systems, schedule, and calendar to include scheduled professional
459 development days. This training will be provided at district expense.

460
461 **8. Moving Assistance:** Employees who are voluntarily or involuntarily transferred from one
462 work station to another shall not be required to move their books, supplies or equipment.

463
464 **9. Relocation and New Classroom Set-Up Compensation:** When an employee transfers from
465 one work station to another or a new employee is hired, that employee may time sheet their
466 classroom set up time up to one day.

467
468 **10. Classroom Readiness:** When a change of classroom is required, employees are expected to
469 remove personal items, organize district items to be left appropriately stored, and generally
470 leave the room prepared for deep cleaning upon their departure. The district will inspect the
471 room and do a deep cleaning. The process will be completed with the sign-out process at the
472 end of the year, with the room prepared for the incoming employee no later than August 1st.

473 474 **Section H. Privacy**

475
476 **1. Personal Lives:** The private and personal behaviors and beliefs of Employees shall not
477 be used by the District as the basis for adverse action against such Employee(s) provided that
478 such behaviors and beliefs do not interfere with the performance of the Employee's duties, or are
479 not contrary to the Code of Professional Conduct (WAC 180-87).

480
481 **2. Information:** The District shall not provide personal information concerning employees,
482 including names, addresses, phone numbers, etc. to any person not required by law, or to any
483 commercial or charitable organization without specific Employee approval or Council
484 agreement.

485
486 **3. Faculty Meetings:** Representatives of commercial concerns, such as insurance
487 companies, financial counselors, fund raisers, etc. shall not be permitted to attend and address
488 required faculty meetings, unless approved by the district and agreed to by the Council.

489 490 **Section I. Harassment**

491
492 **1. Definitions:** For purposes of this Agreement the terms "harass" and "harassment" shall
493 mean words, gestures (including offensive touching), use of social media or other electronic
494 devices, and/or actions which threaten or demean the individual and serve no legitimate
495 professional purpose.

497 **2. Procedure:** When an employee believes that they have been harassed by
498 supervisors, parents, or employees, and approaches any district official with this concern, Board
499 policy and procedure will be followed.
500

501 **ARTICLE IV. EVALUATION AND PROBATION**

502

503 **Section A. Authority**

504

505 All employee evaluations shall be conducted in accordance with RCW 28A.405.100. RCW
506 28A.405.150, WAC 392.191 and any other applicable laws. Current evaluation forms are
507 available to staff in electronic form in the evaluation system.

508 **Observation and Evaluation:**

509 **Reference:**

- 510 • Policy #5240
 - 511 • Procedure #5240P
 - 512 • Teachers will be notified, not later than the last school day of the school year, as to which
513 form of the evaluation program they will be on for the following year – Comprehensive
514 or Focused. The following year’s evaluation process and format will be discussed and
515 agreed upon at the end of the current year evaluation meeting.
- 516

517 **Section B. Provisional Employees**

518

519 All new certificate employees are subject to nonrenewal of employment contract for the first
520 three years with the exceptions referred to in RCW 28A.405.220.

521
522 The evaluation provisions of RCW 28A.405.100, but not the probationary requirements, shall
523 apply to provisional employees.
524

525 **Section C. Observation:**

526

527 **Formal:**

528 Except in extenuating or emergency circumstances, all formal certificated teacher observations
529 will be completed by the end of the second week of May and Formal Evaluations completed by
530 the end of the first week of June.
531

532 **Purpose:**

533 The purposes of evaluations of certificated classroom teachers will be, at a minimum:
534
535

- 536 1. To acknowledge the critical importance of teacher and leadership quality in impacting student
537 growth and support professional learning as the underpinning of the evaluation system.
- 538 2. To identify, in consultation with classroom teachers, particular areas in which the
539 professional performance is distinguished, proficient, basic, or unsatisfactory, and particular
540 areas in which the classroom teacher needs to improve their performance.
- 541 3. To assist classroom teachers who have identified areas needing improvement in making those
542 improvements.
543

544 **Procedure**

545 The following procedures must be used in making evaluations:

- 546 1. Following each observation, or series of observations, the principal or their designee must:

- 547 a. Promptly document the results of the observation in writing; and
548 b. Provide the employee with a copy of the written initial observation report within four
549 days, and no later than 8 school days, after the observation.
550 c. Each classroom teacher will have the opportunity for a confidential conference with
551 their principal or principal's designee within 4 school days of an observation, except
552 in extenuating circumstances which require a delayed conference. A final observation
553 report will be provided to the employee after conference with the principal or
554 designee. If other evaluators are used, additional procedures may be adopted pursuant
555 to local policy
556 2. The purpose of each such conference will be to provide additional evidence by either the
557 evaluator or certificated classroom teacher to aid in the assessment of the certificated
558 classroom teacher's professional performance against the instructional framework rubrics.
559
560

561 **Informal**

562 **Purpose:**

563 To develop collaborative professional relationships and efficacy between and amongst staff and
564 evaluators.
565
566

567 **Procedure:**

568 During the year evaluators will attempt to provide an opportunity for instructors to grow through
569 informal observations. These may occur during a classroom visit or other interaction with
570 teachers. Following an informal observation, the principal will make an effort to provide the
571 teacher with feedback via written or verbal communication.
572
573

574 **Section D. Review**

575
576 In the event any employee receives an evaluation that they consider to be negative, that employee
577 may request and shall be granted a meeting with the evaluator's supervisor. At the meeting the
578 administrator shall determine if there is reasonable basis for the employee to be granted a new
579 evaluation. Acceptable grounds for such a finding are possible bias, incomplete or inaccurate
580 observations, professional or personal conflict between the evaluator and the employee,
581 inconsistency between the observation reports and the evaluation conclusions, or other such
582 causes as the administrator may conclude. In the event the administrator makes such a finding,
583 the employee shall be granted a new evaluation to be conducted by a District administrator other
584 than the employee's original evaluator. Such person shall otherwise fill the requirements for an
585 evaluator set out above and shall be appointed by the Superintendent.
586

587 **Section E. General Requirements**

588
589 **1. Eavesdropping Bar:** The use of secret electronic observations, including speaker
590 systems, is prohibited, unless an emergency is reported from the classroom.
591

592 **2. Work Site Limit:** All observations, drop ins and learning walks, for the purpose of
593 evaluation, must be conducted at the employee's work site or extended work site. Employees
594 should expect administrators to be in their work site at any time during the work day.
595

596 **3. Copy and Response:** If a written feedback note of an observation, drop in or learning
597 walk is created, a copy of the feedback note shall be given to the observed employee within 5
598 days. Employees may submit written comments concerning the report which shall be attached to
599 the report in the employee's file. An employee may request a conversation with administration
600 regarding the feedback note.

601
602 **4. Observations:** Evaluators shall conduct the observations in accordance with the law.
603

604 **5. Confidentiality:** The District shall endeavor to keep evaluation results private and
605 confidential to the extent allowed by RCW 42.56 and in consideration of appropriate use of the
606 evaluation materials.
607

608 **Section F. Probation**

609

610 **1. Notice:** In the event that a non-provisional employee's work is judged to be
611 unsatisfactory, based upon the evaluation criteria and procedure, any time after October 15th, the
612 employee shall be notified in writing of the specified area(s) of deficiency along with a suggested,
613 specific, and reasonable program of improvement, following RCW 28A.405.100. This written
614 notice shall advise the employee of the establishment of a probationary period.
615

616 **2. Purpose:** The purpose of the probationary period is to give the employee an opportunity
617 to demonstrate improvement(s) in his/her area(s) of deficiency.
618

619 **3. Regular Meetings and Assistance:** During the probationary period, the evaluator shall
620 meet with the employee periodically to supervise and make written evaluations of the progress
621 made by the employee. In addition, the evaluator may authorize one (1) additional non-
622 bargaining unit District administrator to evaluate the probationer and to aid the employee in
623 improving their areas(s) of deficiency.
624

625 An employee on probation may authorize an employee to accompany them at all conferences and
626 meetings.
627

628 **4. Removal:** The employee may be removed from probation at any time they have
629 demonstrated consistent improvement to the evaluator. If the evaluator is satisfied that the
630 employee should be removed from probation, the employee shall be notified in writing no later
631 than May 15. Removal from probation shall not be unreasonably withheld.
632

633 **5. Failure to Improve:** If the probationary employee has not demonstrated satisfactory
634 improvement in the area(s) of deficiency, the employee shall be notified in writing on or before
635 May 15 of the lack of improvement along with specific documentation. Lack of necessary
636 improvement may constitute grounds for non-renewal pursuant to RCW 28A.405.210 or RCW
637 28A.405.300.
638

639 **6. Adverse Effects:** Probation shall not be deemed to adversely affect the contracted status
640 of an employee within the meaning of RCW 28A.405.210 or RCW 28A.405.30.
641

642 **7. Provisional Employees:** The provisions of this (Probation) section do not apply to
643 provisional employees.
644
645

646 **ARTICLE V. STAFF REDUCTION AND RECALL**

647
648 **Section A. Board Determination of Program**

649
650 Prior to May 15 of each year, the Board of Directors shall determine whether the financial
651 resources of the District will be adequate to permit the District to maintain its educational
652 programs and services substantially at the same level for the next school year. If the Board
653 determines that financial resources are not reasonably sufficient for the following school year,
654 the Board shall adopt a modified educational program and identify those certificated staff
655 members who will be retained to implement such a modified program, and those certificated staff
656 members, if any, whose contract will not be renewed.

657
658 **Section B. Criteria for Modified Educational Plan**

659
660 If the District adopts a modified or reduced educational program because of a lack of financial
661 sources, the following guidelines shall be taken into consideration in determining the programs
662 and services to be retained, modified or eliminated. The following guidelines will be made and
663 approved by the board.

- 664
665 **1.** The needs of the students, requirements for graduation, requirements for accreditation,
666 and minimum program requirements under state laws and regulations.
667
668 **2.** Where revenues are categorical and depend on actual expenditures rather than budgeted
669 amounts, every effort will be made to maintain such programs, where reasonable, to the limit of
670 their categorical support.
671
672 **3.** Maintenance of pupil-teacher ratios at levels conducive to a good learning climate.
673
674 **4.** Reduction in expenditures, where reasonable and not categorically funded, in capital
675 outlay, supplies and materials, contractual services and travel in an effort to retain as much of
676 the basic education program as possible within the resources available.
677

678 **Section C. Selection of Employees**

679
680 In adopting a reduced educational program which will require reduction, modification or
681 elimination of positions involving certificated staff, the certificated personnel required to
682 implement the modified or reduced educational programs or services shall be selected as
683 hereinafter provided.

- 684
685 **1.** In an effort to eliminate unnecessary non-renewals or involuntary terminations, every
686 reasonable effort shall be made to ascertain the number of certificated positions which will be
687 open as a result of (a) voluntary and mandatory retirements, (b) normal resignations, (c) other
688 transfer or District initiated involuntary transfers, and (d) leaves of absence. The District will
689 take measures to avoid non-renewals by transferring people to available positions without the
690 necessity of posting available positions to all teachers. Therefore, positions are not declared
691 vacancies or openings for posting until after all involuntary or voluntary transfers are
692 completed by the District. This practice holds true whether or not the District is in a Reduction
693 in Force mode of operation.
694

695 2. Certificated employees retained to implement the modified or reduced educational
696 program as determined by the Board shall possess such valid Washington State certificates as
697 may be required for the position being filled.
698

699 a. Employees will be grouped by educational specialties. Specialties are defined as
700 normally accepted academic major and/or minor fields or endorsements, which will be
701 determined by the subject areas and grade levels for which the employee holds valid
702 Washington State Certification to teach.
703

704 b. Seniority will be based on the total number of years of educational experience in
705 Washington State, per RCW 28A.400.300. Within each specialty the senior employee shall be
706 retained to meet the needs of the District's modified or reduced educational program.
707

708 3. Each certificated employee will be evaluated for retention in any specialty in which they
709 are qualified, without loss of seniority regardless of whether the employee was employed in such
710 a position at the time the reduced or modified educational program was adopted.
711

712 4. To be qualified for placement in a specialty, an employee must have had a minimum of
713 one year's full time professional experience teaching in such specialty within the last five years,
714 or the employee must possess a valid Washington State Certificate for the specialty, and grade
715 levels to be taught.
716

717 5. If seniority rankings for a given position are equal, the preference will be given to the
718 employee who is furthestmost to the right in horizontal placement on the current salary schedule
719 as credited by the District Superintendent's office. If after such consideration the employees are
720 still equally ranked, the position will be filled by "lot."
721

722 6. If it is necessary to not renew employees because the District has adopted a reduced or
723 modified educational program for financial reasons, the District shall publish and distribute to all
724 staff prior to the implementation thereof, a seniority list ranking each teacher from the greatest
725 to the least seniority based upon specialties above.
726

727 a. All certificated personnel who are not recommended for retention in accordance with
728 these administrative procedures shall be given notice of non-renewal of contract, provided
729 however, that any certificated employee receiving written notice of non-renewal of contract
730 pursuant to these provisions shall be eligible for a "special leave of absence" without pay upon
731 written application directed to the Superintendent and received not more than ten (10) days
732 following the receipt of the notice of non-renewal. Personnel electing to take a "special leave of
733 absence" shall be placed in an employment pool and shall be considered for re-employment
734 according to the same criteria and together with other personnel in the employment pool. The
735 personnel file of any person taking "special leave of absence" shall reflect that status and all
736 references to non-renewal of such an employee's contract shall be removed from the personnel
737 file. Any personnel on "special leave of absence" shall retain seniority rights. Any credit for any
738 education acquired during that one year shall be granted. Acceptance of employment as a
739 certified staff member in any other school district during that year shall constitute a termination
740 of a "special leave of absence".
741

742 b. All certificated persons who are not recommended for retention in accordance with these
743 procedures and who are given a notice of non-renewal of contract shall be placed in an
744 employment "pool" for possible re-employment for a period of one year, renewable annually for

745 2 additional years upon written request. Employment pool personnel will be given the first
746 opportunity to fill open position within their qualifications under the guidelines herein before set
747 forth. Therefore, available positions within a category or specialty for which an eligible non-
748 renewed employee(s) in the employment pool is qualified will not be posted until such
749 employee(s) is re-employed or declines to accept such available position(s). Waiting in the
750 employment pool to be re-employed will be considered to fall under the category of a re-
751 assignment, voluntary, or involuntary transfer. Members of the "pool" will also have first priority
752 for substitute positions for which they are qualified.

753
754 **Section D. Recall**

755
756 When an available position opens for which any person in the employment pool is qualified,
757 notification from the School District to such individual will be made by certified mail or personal
758 contact by the Superintendent or his designee. Such individual will have five (5) calendar days
759 from the receipt of the letter or from the date of personal contact to accept the position.

760
761 If an employee in the employment pool fails to accept a position for which he/she is eligible,
762 pursuant to the criteria herein before set forth, such individual shall be dropped from the
763 employment pool.

764
765 **Section E. Insurance**

766
767 Employees may be eligible to participate in self-funded COBRA benefits at the time of
768 nonrenewal. SEBB criteria governs all other benefit decisions.

769
770 **ARTICLE VI. INSTRUCTION**

771
772 **Section A. Academic Freedom**

773
774 Education may be fostered and promoted in an atmosphere in which academic freedom for
775 employees is encouraged and promoted with due consideration to the rights of the students and
776 community. Employees are entitled to academic freedom subject to accepted standards of
777 professional responsibility within the framework of District policies and administrative
778 procedures and the laws and rules of the State of Washington. These responsibilities include a
779 commitment to democratic tradition, a concern for the rights, welfare, growth, and development
780 of children, objective scholarship and recognition of the maturity level of students.

781
782 The District encourages employees to provide for the free and orderly flow and examination of
783 ideas so that students may gain the skills to gather and arrange facts, discriminate between fact
784 and opinion, discuss differing viewpoints, analyze problems and draw their own tentative
785 conclusions. The District shall offer courses of study which shall afford learning experiences
786 appropriate to the level of student understanding. The instructional program shall respect the
787 right of students to face issues, to have free access to information, to study under employees in
788 situations free from prejudice and to form, hold, and express their own opinions without personal
789 prejudice or discrimination.

790
791 Employees shall guide discussions and procedures with thoroughness and objectivity to acquaint
792 students with the need to recognize opposing viewpoints, the importance of fact, the value of
793 judgment in determining the appropriateness of the issue to the curriculum and the maturity of

794 the students. When in doubt regarding appropriateness, the matter should be referred to the
795 principal.

796
797 **Section B. Preparation Time**

- 798
799
800 **1. Planning Time:** The district will strive to schedule all employee planning time for no
801 less than 236 minutes per week in a minimum of 20 minute blocks.
802
803 **2. Use:** The use of plan time shall be for professional purposes including but not limited to;
804 assessing student learning, planning, professional reflection, collaboration, scheduled meeting,
805 professional development, and general employee responsibilities. In the event plan time is not
806 sufficient for employees needs due to collaborative meetings the employee will first meet with
807 the principal in an attempt to ensure more individual choice in planning time.
808
809 **3. Loss of Plan Time:** In the event that an Employee loses their plan time due to District
810 requested tasks, such as covering another’s class or supervision of students such employee shall
811 be paid a stipend based on the current hourly substitute rate.
812
813 **4. Exceptions:** Scheduling/rotation changes, testing, assemblies, school events, or early
814 release creates the need to adjust the course schedule for that day. The District will make every
815 effort to have preparation time be fair to all teachers when these special circumstances arise.
816

817 **Section C. Class Size**

818
819 The District shall attempt to maintain class sizes at an optimum level for learning.
820

- 821 **1. Class Size:** Class size targets shall be as follows:
822

823	TK	17
824	K – 1st Grade	22
825	2nd – 3rd Grade	25
826	4th – 6th Grade	29
827	Secondary Building	160 all day
828	PE/Performance Music	34

- 829
830 **a.** Class size will be determined by the number of FTE students shown on the official class
831 roster.
832
833 **b.** Enrollment in classes requiring individual student stations for learning such as computer
834 or science lab class, art class or vocational shop will not exceed the number of student work
835 stations available except by teacher approval. When class size exceeds targets, the instructor
836 and principal will meet to determine supports.
837
838 **c.** Additional students beyond the targets may be assigned upon mutual agreement of the
839 instructor and building principal, who will consider the effectiveness of instruction, safety,
840 supervision, and capacity of the facility in making the decision. In the event a class size target
841 is exceeded for five (5) consecutive school days, the district will have ten (10) student days to
842 review and enact one of these mutually agreed upon options:

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C1- increased staffing and classroom support, or;

C2- 480 minutes will be made available to the affected instructor through creative scheduling such as release from mandatory supervision (recess, assembly supervision, etc), time given to the instructor during required non-student days, or any other mutually agreed upon solution, or;

C3- affected instructor will be compensated an additional \$150 one time per semester, to be prorated accordingly based on the amount of student days spent over the target.

d. The superintendent shall make a yearly report to the board identifying all over-sized classes and the actions taken to remedy each overload.

Section D. District Support : The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District. The authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. The administration and the school board will protect the staff and other students to the maximum extent allowable under State law.

Section E. Non-Teaching Duties

The Parties acknowledge that an employee’s primary responsibility is to teach and that their energies should, to the greatest extent possible, be utilized to this end. Therefore, the district will not require employees to collect or handle money from students in conjunction with their professional assignments and will require teachers to follow established procedure and receive training upon request.

ARTICLE VII. LEAVES

Section A. Sick Leave

1. Accumulation: At the beginning of each school year and upon each employee being available for work, each full-time employee shall be credited with twelve (12) days of sick leave with full pay. Each employee’s portion of unused sick leave shall accumulate from year to year up to a maximum of one-hundred-eighty (180) days or as permitted by law. Less than full-time employees shall receive prorated sick leave. Sick leave may be used in one (1) hour increments, provided that on-site coverage is available. If three (3) or more hours are needed, sick leave will be calculated in either half (1/2) day or full day increments.

2. Premature Termination of Contract: In the event that an employee does not complete their contract, their sick leave will be prorated to reflect the time worked. Employees that have used sick leave that has been credited but not earned, will agree to a reduction of final pay or repayment for unearned leave taken.

3. Use: Minimum of 1 hour leave must be taken. Beyond the first hour, leave will be in half (1/2) hour increments.

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a. Personal Illness, Injury, Family Leave, Family Illness, Adoption, or Disability Leave: The District shall grant Personal Illness, Injury, Maternity, Family Illness, Adoption, or Disability (hereinafter, “sick”) leave to an employee when the employee is unable to perform duties because of personal illness, injury, family leave, Family Illness, Adoption, or Disability. Such leave will be taken from the employee’s allotted sick leave.

b. Appointments: While the district recognizes that medical, dental and vision appointments for employees and their families happen during the school year, the employee should strive to set up such appointments at a time that is outside of the school day, or at the beginning or end of the school day, so as to minimize the impact on student learning.

c. Accountability: If the district has reason to believe that abuse of leave is happening, the employee will receive written notice from their supervisor. This notice will be written in the employee’s evaluation or the disciplinary process will be followed. See Article 3. An employee may request a meeting with their supervisor to explain the situation.

d. Emergency: The District shall grant use 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.

4. Accounting: At the employees’ request, the District shall provide each employee with an accounting of their accumulated Sick Leave and all transactions concerning their Sick Leave within the current or last fiscal year.

5. Sick Leave Exhaustion: An employee who is unable to perform the duties because of personal illness or other disability may be granted a Leave of Absence without pay, solely for the duration of that school year, at the exhaustion of Sick Leave. Leaves for these conditions must be renewed annually and are at the discretion of the Board. Application for a Leave of Absence or renewal of such Leave of Absence shall be made in writing to the Superintendent.

6. Extended Leave: An employee who has been granted leave in excess of twenty (20) days, may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of their personal physician unless mutually agreed upon. Upon return, the employee shall be given conditions of employment equal to their former position.

7. Sick Leave Donation: Employees may donate sick leave in accordance to WAC 392-126-085.

Section B. Conversion of Accumulated Sick Leave

Refer to memorandum of understanding agreement in regards to VEBA options after sick leave accumulates to over 180 days.

1. Annual: Each February, after the effective date of this Agreement, each eligible employee of the District may elect to convert excess sick leave to monetary compensation, based on the previous calendar year’s leave. State regulations and relevant WAC codes shall supersede contract language when in conflict.

942 In order to be eligible to convert excess sick leave days to monetary compensation, an
943 employee:

944
945 **a.** Shall have accumulated in excess of sixty (60) full days of unused sick leave at a rate of
946 accumulation no greater than one (1) full day per month as of the end of the previous calendar
947 year, and

948
949 **b.** Shall sign a written agreement provided by the district by the end of February to affirm
950 their intent to convert excess sick leave to monetary compensation.

951
952 **c.** The number of sick leave days, which an eligible employee may convert, shall be
953 determined by taking the number of sick leave days in excess of sixty (60) full days that were
954 accumulated by the employee during the previous calendar year. The remainder, if any, shall
955 constitute the number of sick leave days, which may be converted to monetary compensation.

956
957 **d.** Sick leave days that are eligible for conversion shall be converted to monetary
958 compensation at the rate of twenty-five (25%) percent of the employee's current, full-time daily
959 rate of compensation for each full day of eligible sick leave. Partial days of eligible sick leave
960 shall be converted on a prorate basis.

961
962 **e.** All sick leave days converted pursuant to this section shall be deducted from an
963 employee's accumulated sick leave balance.

964
965 **f.** Compensation received pursuant to the above shall not be included for the purpose of
966 computing a retirement allowance under the Washington State Teacher's Retirement System.

967
968 **2. Retirement:** Each employee who subsequently terminates employment due to either
969 retirement elect to convert all eligible, accumulated, unused sick leave days to monetary
970 compensation.

971
972 **a.** For the purpose of conversion of excess sick leave days, retirement shall be defined as
973 when an employee is eligible to receive benefits under the Washington State Teacher's
974 Retirement System.

975
976 **b.** All unused sick leave days that have been accumulated by the employee may be converted
977 to monetary compensation upon termination of employment due to retirement or death.

978 **c.** Sick leave days that are eligible for conversion shall be converted to monetary
979 compensation at the rate of twenty-five (25%) percent of an employee's full-time daily rate of
980 compensation at the time of termination of employment for each full day of eligible sick leave,
981 to a maximum of one-hundred-eighty (180) days. Partial days of eligible sick leave shall be
982 converted on a prorated basis.

983
984 **d.** All sick leave days converted pursuant to this section shall be deducted from an
985 employee's accumulated sick leave balance.

986 **Section C. Bereavement Leave**

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988
989 The District shall grant employees up to four (4) days with pay per occurrence for death in the
990 immediate family of the employee, as defined below. Additional bereavement may be granted
991 by the Superintendent from an Employee's sick leave.

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The term “*immediate family*” shall mean spouse, parent, child, sibling, grandchild, grandparent, niece, nephew, aunt, uncle, or those of the employee’s spouse. Additional requests may be granted.

Section D. Personal Leave

Employees will recognize the goal of the 4-day School Week Waiver is to improve working conditions by providing at least three business days per month of non-working time for personal business or vacation within the school year calendar which, hopefully, minimizes the need for additional personal time off. Increased staff attendance is one of the goals of the District’s 4-Day School Week Waiver.

Each employee shall be entitled to two (2) paid personal leave days per year, to be used in whole or ½ (one-half) day increments. Certified employees may earn an additional personal day at the end of a school year if they use 4 or less sick leave days during that same school year. Employees may carry forward up to a maximum of 5 (five) personal days.

The employee shall give notification to use 1-2 personal days at least 5 days in advance, except in cases of extreme emergencies. Notification of intent to use 3 or more personal days shall be provided at least one month in advance of time of requested leave. Not more than two (2) certified shall be authorized such leave at the same time without approval of the Superintendent. Employees will be notified of approval or denial of leave within 2 working days. Any accumulated unused personal days (over 5) shall be paid to the Employee (at the current substitute rate) at the end of the current school year.

Section E. Council Leave

1. General Membership: Up to two (2) days of paid leave shall be available each school year to conduct Council business.

a. Those eligible for such leave are to be selected by the Council and are not to exceed three (3) in number at one time without District approval.

b. The Council shall reimburse the District for full costs of substitutes when substitutes are used to cover the assignments of those on such leave.

2. The President: The Council president will be given up to six (6) additional days of release time as needed for Council business. The Council shall reimburse the District for full costs of substitutes when substitutes are used to cover the assignments of those on such leave.

Section F. Court Appearance Leave

1. Jury Duty: Employees who are called to serve on a jury shall receive their regular pay on such days they are required to work on a jury.

2. Subpoena: Employees who are subpoenaed to testify in a matter in which they are not a party will be permitted to use sick leave.

1042 **Section G. Military Leave**
1043
1044 Employees shall be granted Military Leaves of Absences when required by law. While on leave,
1045 such employee shall retain all benefits as though employment had been continuous in the District.
1046 Upon return from leave, the employee shall be placed in the position last held or a similar position
1047 in the District.
1048

1049 **Section H. Attendance at Meetings and Conferences**
1050
1051 Upon written request to the Superintendent and with their principal's recommendation, the
1052 District may grant leave of absence without deduction of pay and with reimbursement of certain
1053 expenses to attend professional meetings or visits to other schools. When necessary, the District
1054 shall provide substitute teachers to perform the duties of employees who have been granted leave
1055 to attend non-Council professional meetings.
1056

1057 **Section I. Long Term Leave**
1058
1059 The District may grant any employee an unpaid long term leave of absence for up to one (1) year
1060 for study, child rearing, travel, medical or other mutually agreed to reason(s). Employees seeking
1061 family or medical leave should first refer to FMLA for additional leave options. Employees
1062 granted Long Term Leave shall not gain or lose seniority or other benefits, but shall not be
1063 granted advancement credit on the salary schedule for the period of the leave. When mutually
1064 agreed upon, the employee may retain connection to district communication. Upon return from
1065 such leave, the employee shall be entitled to the same position substantially equivalent to the
1066 position held prior to the leave. An employee may request and additional one-year renewal of
1067 leave.
1068

1069 Employees who take "exchange teacher" positions shall return from such exchange to the next
1070 higher step on the Salary Schedule.
1071

1072 Any employee on long term leave shall notify the Superintendent prior to April 1, of their
1073 intention to return or not to return. An employee's non-notification or non-renewal will be
1074 deemed to have resigned from their position.
1075

1076 **Section J. Leave Verification**
1077
1078 Use of leave days by Employees is solely for the purposes set out. Nothing contained in this
1079 (Leave) article shall be construed to prevent the District from seeking appropriate verification of
1080 leave use for the purpose of reasonable fiscal control and in reaction to suspected abuse, provided
1081 that no Employee shall be harassed for routine absences. In the event an Employee creates a
1082 pattern of absence that would lead a reasonable person to believe that abuse is suspected or is a
1083 likelihood, the administration may require verification of absences to take place, along with
1084 appropriate disciplinary follow-through in the event abuse is revealed. Employees absent for 3
1085 or more consecutive days may be required to provide documentation in support of the absence.
1086

1087 **Section K. Leave Without Pay**
1088
1089 Leave Without Pay may be granted in rare situations at the discretion of the Superintendent.
1090 Employees needing to use such leave must contact the Superintendent and explain the reason.

1091 Leave Without Pay will only be granted after all sick leave and personal leave is exhausted and
1092 then only by approval of the Superintendent.

1093
1094 **Section L. Federal and State Family Leave**

1095
1096 The District will allow employees to access Federal and State Family and Medical Leave.
1097

1098 **ARTICLE VIII. FISCAL MATTERS**

1099
1100 **Section A. Salary**

1101
1102 **1. Schedule:** Salaries will be set out in the adopted salary schedule agreed upon by the
1103 district and WTLC, which is attached to and made a part of this agreement as Appendix A, and
1104 shall be replaced when updates by the District and WTLC are made. Schedule will be bargained
1105 annually. In the event that the IPD application to the salary schedule creates financial hardship
1106 that negatively impacts staffing, a bargaining session will be scheduled between the District and
1107 Council.

1108
1109 **2. Initial Placement:**

1110
1111 **a. Certificate:** All employees must possess a valid Washington State teaching certificate
1112 and endorsement(s) or follow an approved alternative path.

1113
1114 **b. Experience Credits:** Full credit shall be granted for all previous public school teaching
1115 experience within the State of Washington. Part-time experience will be prorated accordingly.
1116 It is the sole responsibility of the employee to provide verification of experience.

1117
1118 **3. Increments:** Increment steps for experience shall be granted on September 1 of each
1119 school year. Advanced education credits earned and recorded on transcripts, prior to October 1,
1120 of any school year shall be included in computing the annual salary for that school year.

1121
1122 **4. Payments:** The regular monthly pay date beginning at the end of September each year
1123 during the school term shall be on the last banking day of the calendar month.

1124
1125 **5. Errors in Computation:** Errors in computation related to salary; and/or fringe benefits
1126 shall be brought to the attention of the employee or employer as soon as discovered. In the event
1127 the District has made an over or under payment, the District and the employee shall work out a
1128 mutually agreeable plan for pay back not to exceed 12 months from the date of notification. In
1129 the event of a fiscal error that results in a paycheck shortage, the District will rectify it as soon as
1130 possible.

1131
1132 **6. District Forms:** All District forms will be made available at the beginning of the school
1133 year. Any updates to District forms during the year will be communicated with employees at that
1134 time.

1135
1136 **Section B. Work Day:** Beginning with the 2018-2019 School Year, the District adopted a four-
1137 day student school week with the intention of increasing student and staff attendance, and
1138 improving conditions by providing extra time during a school year work week calendar for
1139 appointments, personal business, and vacations. While the District recognizes all personal
1140 business and appointments cannot be accomplished on non-work Fridays, the hope is that staff

1141 will make a concerted effort to do so as much as possible with the recognition that the contractual
1142 personal leave days are intended for those special events or personal needs that cannot be
1143 accomplished on non-work Fridays. Staff and student attendance will be monitored and recorded
1144 and reported locally to review the efficacy of the Four Day School Week.
1145

1146 **1. Work Day Length:** The District shall assign appropriate starting and dismissal times,
1147 providing the total employee workday from 7:30am-4:00pm exclusive of a continuous thirty (30)
1148 minute duty-free lunch. Professional Development Fridays will be a total professional
1149 development time of 8 hours with the start and end time determined by administration.
1150

1151 **2. Begin/End of Day:** Beginning of school shall be defined as when formal instruction of
1152 students begins. Ending of school shall be defined as when formal instruction of students has
1153 ended for the day. Beginning and Ending of the work day will be defined by each building
1154 principal. Each year, the Staff Handbook will be updated to indicate the designated start/end of
1155 day times.
1156

1157 **3. Before School Supervision:** No students will be assigned to classrooms for required
1158 teacher supervision more than 10 minutes before instructional time begins without a mutual
1159 agreement between staff and administration.
1160

1161 **Section C. School Closures and Delayed Openings**

1162

1163 In the event the District closes school due to inclement weather or other unusual circumstances,
1164 the Superintendent or designee shall notify the community using District communication by 6:30
1165 AM. Administration shall notify staff as soon as possible using district communication. When
1166 schools are closed to students (including delayed openings and early closures) due to such
1167 conditions, Employees will report to work as soon as they can safely do so and must be present
1168 thirty (30) minutes prior to student arrival. If employee is unable to meet the time requirement
1169 they must communicate with building principal and take appropriate leave. When schools are
1170 closed early for such reasons, employees are required to remain until student supervision is no
1171 longer needed. Employees shall suffer no loss of pay, benefits, or contractual or statutory
1172 advantages as a result of such closures. School Closures will be made up in date order as
1173 described on the District's Calendar. If there are more days to be made up than defined in the
1174 District's Calendar, the school days will continue in date order until State requirements are
1175 fulfilled.
1176

1177 **Section D. Certificated Transportation Reimbursement**

1178

1179 .
1179 Prior approval is necessary to receive transportation reimbursement for the use of a personal car.
1180 The District will provide reimbursement as per the following procedure.
1181

1182 **1.** Employee must submit a request for a District Car.
1183

1184 **2.** Employee will use District car, if one is available, unless otherwise approved by their
1185 Principal.
1186

1187 **3.** If no District car is available then the reimbursement rate established by the state will be
1188 used to reimburse the employee.
1189

- 1190 4. When more than one employee travels to the same location, only one car or
1191 reimbursement will be allowed unless prior approval by the principal.
1192
- 1193 5. If the District car is available and the employee has received Principal's approval to use
1194 their personal car, the state recommended pay scale for reimbursement will be allowed.
1195

1196 **Section E. Employee Work Year**

1197

1198 **1. Salary Allocation Model:** The District shall use the School Salary Allocation Model
1199 (SAM) to determine the salary placement of employees. It is mutually agreed and understood
1200 that the adopted Salary Schedule shall apply to the 4-Day School Week Waiver based on 1,350
1201 teacher hours.
1202

1203 **2. School Year Length:** While the District operates under a 4-Day School Week Waiver,
1204 the Employee work year will be 168 days/1,350 hours inclusive of the following:

- 1205 a. 150 Student days at 8 hours per day
1206 b. 13 professional development days at 8 hours per day, as identified on the district
1207 calendar.
1208 c. Two 8-hour day compensation for hours worked during parent/teacher conferences.
1209 d. Two 8-hour day compensation will be reserved to allow teachers time to set-up
1210 classrooms, unpack curriculum and materials, and prepare for the upcoming school
1211 year.
1212 e. One 8-hour day compensation for attendance at student and community events
1213 (concerts, holiday parades, etc).
1214 f. One 6-hour day compensation for flexible time and/or additional duties.
1215

1216

1217 **3. Staff Required Professional Development Days:** If compensation for District
1218 directed professional development is provided outside of the 168-day base contract, the District
1219 and employee will agree to the compensation in advance of the professional development day.
1220 Time must be worked in order to receive payment. Paid leave will not be provided for this
1221 professional development time.
1222

1223 **4. Professional Development:** The District will make every effort to provide and support
1224 professional development that is relevant and timely. Professional development needs will be
1225 based upon student data, district and building goals, and staff needs as determined by building
1226 principals and staff. The yearly budget for professional development will be shared with staff
1227 and will be the basis for professional development approval throughout the year. Professional
1228 development requests should be submitted using "Professional Development Participation
1229 Request" to building principals for approval. When the District offers onsite professional
1230 development that meets the clock hour requirements the district whenever possible will provide
1231 clock hours. Every effort will be made to provide 30 clock hours.
1232

1233 **5. Additional Compensation:** Per Diem days will outside of the contract will be offered
1234 to certificated staff when applicable staff are required to attend. When certificate staff are
1235 required to attend training outside of the standard 168-day contract, per diem will be calculated
1236 on a 168 day teacher calendar at a rate of 1/165th. A time card is not necessary on district
1237 required per diem days. If compensation for professional work time or professional development
1238 or curriculum is provided outside of the 168 day contract, separate from required all staff days,
1239 the district will pay \$38 per hour.

1240 **6. Time Disparities:** When time disparities emerge, the district and council will meet in
1241 an attempt to understand and problem solve these disparities.
1242

1243 **7. Professional Advancement:** A \$1,000 renewable stipend, limited to 3 per year, based
1244 on a first-come, first served basis, shall be available beginning September 1st of each school
1245 year for professional advancement. The application for these funds may be furnished upon
1246 acceptance into an advanced degree program such as, National Board Certification, advanced
1247 (Master’s or PhD) degree, or additional endorsements and shall be a letter of intent which
1248 includes employee name, degree or certification sought, and explanation of how the advanced
1249 degree or certification will benefit the district. This letter shall be submitted to the building
1250 principal. Once the yearly coursework is successfully completed, funds will be granted. In the
1251 event of National Board Certification, successful completion is defined as submission of
1252 portfolio and finalizing a complete submission to the National Board.
1253

1254 **8. Retirement/Termination Notification:** Recognizing the need for timely notification and
1255 transition services, if intent to retire or end employment with the district is provided in writing
1256 (letter of resignation) to the board by the following dates, the following compensation will be
1257 given to the employee:

1258 December 15th-3 Per Diem Days

1259 January 15th- 2 Per Diem Days

1260 February 15th- 1 Per Diem Day
1261

1262
1263 **Section F. Insurance**

1264
1265 The District and employee shall participate in the SEBB program for employee benefits.
1266

1267 **Section G. Release From Contract**
1268

1269 An employee shall be released from the obligations of his/her individual contract on request
1270 under the following conditions:
1271

1272 **1. Notice:** A letter of resignation must be submitted to the Superintendent’s office.
1273

1274 **2. Prior to June 1:** If the letter of resignation is submitted prior to June 1, the employee
1275 shall be released from their contract, as of the end of the school year, without further
1276 qualification.
1277

1278 **3. After June 1:** If the letter of resignation is submitted June 1, or after, a release from
1279 contract shall be granted, provided that a satisfactory replacement can be obtained.
1280

1281 **4. Emergencies:** A release from contract may be granted in cases of illness or other
1282 personal matters which make it impossible for the employee to continue employment in the
1283 District.
1284

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1290 **Section H. Extended Day Employment**

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1292
1293 **1. Supplemental Contracts:** Stipend opportunities will be shared with staff via email. Staff
1294 will review the job description and qualifications in order to apply for stipend positions through
1295 a letter of interest. The letter of interest will include the employee’s name, qualifications for the
1296 position, and ability to meet requirements outlined in the job description.

1297
1298 **2. Not a Condition of Employment:** Neither a determination by the District to offer, or
1299 not to offer extended day employment to an Employee, nor an agreement by an Employee to
1300 accept, or not to accept extended day employment shall be made a condition of continuous or
1301 future employment with the District.

1302
1303 **Section I. School Calendar**

1304
1305 WTLC will present a calendar to the Waterville School Board for approval based on input from
1306 administration, staff, and students when possible. Whenever possible the calendar will be adopted
1307 at least 1 calendar year prior to the start of that school year. When changes are required or
1308 requested, WTLC will solicit input and present the changes to the School Board for approval.

- 1309
1310 **1.** Winter break shall include, as a minimum, December 23rd through January 1st.
1311
1312 **2.** Spring break shall be the first full week of April (when compatible with other North
1313 Central Washington Schools).
1314
1315

1316 **ARTICLE IX. CONFLICT RESOLUTION PROCEDURE**

1317
1318 A Conflict Resolution, for purposes of this Agreement, is defined as any dispute between the
1319 WTLC as a collective group or an individual Employee and the District arising out of his/her
1320 employment and involving the interpretation of application of any one or more provisions of this
1321 Agreement.
1322

1323 **1. Conflict Resolution Process:** It is agreed that should any dispute arise, both the District
1324 and the Council will actively pursue the following steps to resolve the dispute:

- 1325
1326 **a. Pre-Grievance Conference:** The purpose of the pre-grievance conference is to settle
1327 disputes informally. If an employee feels that their rights as established in the contract
1328 have been violated, the employee shall contact the principal who has approved the action
1329 in question within five (5) days of the action, or within five (5) days of when the employee
1330 should reasonably have known of the action, to arrange for a meeting to take place within
1331 five (5) days of such notice. A thorough discussion of the complaint shall be conducted
1332 during the pre-grievance conference in order to seek grounds for resolution of the problem.
1333
1334 **b. Representation:** The employee may be accompanied by a Council Representative (CR).
1335 The principal shall have the right to comparable representation. Every effort shall be made
1336 to develop an understanding of the facts and issues in order to create a climate that will
1337 lead to a solution. The involved party may reply orally to the employee either at the time
1338 of the pre-grievance or within three (3) days if more investigation is necessary.
1339

1340 **Formal Grievance Process:**

1341
1342 **Step 1:** If the problem is not resolved at the pre-Grievance conference, the aggrieved employee
1343 may refer the Grievance, in writing, stating the basis for the Grievance, to the Building Principal,
1344 within three (3) days following receipt of the involved party's oral response to the pre-grievance
1345 conference. The written Conflict Resolution must be submitted on approved Conflict Resolution
1346 forms and signed by the grievant. The Building Principal shall answer, in writing, within seven
1347 (7) days. (See, Appendix B)
1348

1349 **Step 2:** If the grievance is not resolved in Step 1, the grievance may be referred, in writing, within
1350 seven (7) days, to the superintendent/designee. The written notice shall include a statement as to
1351 why the decision in Step 1 was not satisfactory. Within ten (10) days of the date the Conflict
1352 Resolution was appealed, the superintendent/designee shall arrange for a Conflict Resolution
1353 adjustment conference with the WTLC and superintendent/designee. The
1354 superintendent/designee and WTLC shall have the right to include at the conference such
1355 individuals, as they deem necessary to develop the facts and information pertinent to the
1356 grievance. Upon conclusion of the conference, the superintendent/designee shall have five (5)
1357 days to provide a written decision, together with the reasons for the decision to WTLC. The
1358 superintendent/designee may, at its option, notify the WTLC and be afforded an additional five
1359 (5) days to confer with additional personnel as appropriate before publishing the decision to
1360 WTLC.
1361

1362 **Step 3- Hearing/Arbitration:**

1363
1364 **A:** If the grievance is not resolved at Step 2 and in place of Step 3B Arbitration, the WTLC and
1365 the District may mutually elect to pursue resolution of a grievance by referring it in writing seven
1366 (7) days after receipt of the decision at Step 2 to a hearing officer who is mutually agreed upon
1367 by the District and WTLC. Any decision by the hearing officer shall be fixed and binding on
1368 each party. The hearing officer shall have no power to add to, subtract from, delete, modify, alter,
1369 or amend any provision of this Agreement. The expense of the hearing officer, except
1370 representation fees and witness compensation (each party assumes their own representation fees
1371 and witness compensation), is to be borne equally by both parties.
1372

1373 **B:** If the grievance is not resolved at Step 2, and WTLC and the District do not agree to pursue
1374 resolution of the conflict through a hearing office, either WTLC or the District may, within seven
1375 (7) days, request that the grievance be submitted to arbitration. The District and WTLC will
1376 attempt to agree on an arbitrator. In the event the District and WTLC are unable to agree on an
1377 arbitrator, the parties will submit a request to the American Arbitration Association for the
1378 appointment of an arbitrator. The arbitrator shall have no power to add to, subtract from, delete,
1379 modify, alter, or amend any provisions of this Agreement. The decision of the arbitrator will be
1380 final and binding on each party. The expense of the arbitration, except representation fees and
1381 witness compensation (each party assumes their own representation fees and witness
1382 compensation), is to be borne equally by both parties.
1383

1384 **C:** Upon mutual agreement, the District and the Union may use mediation services of the Public
1385 Employment Relations Commission (PERC) to assist in resolving disagreements when
1386 circumstances warrant. Such agreement or disagreement shall have no effect on the consideration
1387 or results of a conflict resolution review and /or arbitration decision.
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2. **Employee Untimely Appeal:** If the employee filing the complaint does not follow the specified time limits the complaint shall be presumed to have been dropped and no longer subject to the provisions of the conflict resolution procedure herein.
 3. **District Failure to Respond/District:** A conflict resolution request or dispute not responded to in writing within specified time limits may be advanced to the next step of the conflict resolution procedure within five (5) days of the last day of the time period during which a response was to be received.
 4. **No Reprisals:** No reprisals of any kind will be taken by the Board or the school administration against any employee because of their participation in the grievance procedure. Should the investigation or processing of any grievance require that an employee be released from their regular assignment, they shall be released without loss of pay or benefits with prior approval from the superintendent/designee. All documents, communications, and records dealing with the processing of a conflict resolution request shall be filed separate from the personnel files of the participant(s).

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ARTICLE X. DURATION

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This Agreement shall be effective as of September 1, 2023 and continue in effect through August 31, 2025. Its terms and conditions shall continue in effect until a successor Agreement is negotiated. Retroactive pay, where applicable, shall be paid on the first (1st) regular pay day following execution of this Agreement. Notwithstanding the dates above, any day(s) worked in August that would otherwise be a part of the new school year shall be covered by the Agreement during the new school year.

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1419

The parties agree there shall be no strike action by certificated employees covered by this Agreement or by the Council, nor shall there be any lockout action by the district, while this contract is in effect over any dispute which arises out of the interpretation or application of this Agreement, or an alleged violation of the terms of this Agreement.

1420
1421
1422
1423

This Agreement shall be opened for the purpose of negotiating a successor contract no later than May 15, 2025. Each side shall be allowed 2 openers each year, presented no later than May 15th.

1424
1425

The Council and the Board shall simultaneously exchange proposals at the first bargaining session, for any changes or for any successor.

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FOR THE BOARD:

FOR THE COUNCIL:

Board Chair

WTLC President

Superintendent

WTLC Negotiations Chair

1441 **APPENDIX A. EXTENDED DAY/ ADDITIONAL PAY SCHEDULE**
1442
1443
1444

- 1445 **1. Prep Time Loss:** Employee will time card for 1/7th of the current substitute rate.
1446
1447 **2. Safe Schools Training:** \$15 per unit upon completion of all District assigned mandatory units.
1448 Units must be completed by the end of the 3rd week of September each year to receive stipend.
1449
1450 **3. Professional Advancement:** A \$1,000 renewable stipend, limited to 3 per year, based on a
1451 first-come, first served basis, shall be available beginning September 1st of each school year for
1452 professional advancement. The application for these funds may be furnished upon acceptance
1453 into an advanced degree program such as, National Board Certification, advanced (Master's or
1454 PhD) degree, or additional endorsements and shall be a letter of intent which includes
1455 employee name, degree or certification sought, and explanation of how the advanced degree or
1456 certification will benefit the district. This letter shall be submitted to the building principal.
1457 Once the yearly coursework is successfully completed, funds will be granted. In the event of
1458 National Board Certification, successful completion is defined as submission of portfolio and
1459 finalizing a complete submission to the National Board.
1460
1461 **4. Educational Competition Teams or Approved Non-Competitive Extra-Curricular**
1462 **Activities with Certificated Educator:** 80 hours at the rate of \$19/hour will be allocated to
1463 provide academic opportunities outside of the regular school day. Organizers must timesheet
1464 hours outside of the regular school day. Such groups need to maintain the attendance of a
1465 minimum of six (6) participants. If a building (elementary or secondary), does not utilize the
1466 funds by mid-year, funds may be transferred to the other building.
1467
1468 **5. Washington State Inventory of Developing Skills:** When an educator is required to
1469 administer the WSIDS, two conference days will be provided to conduct conferences. Every
1470 effort will be made at the conference before students begin class. One conference day will be
1471 before the start of the school year, while the other will occur as a delayed start at the beginning
1472 of the school year. Conferences are defined as 45 minutes long with a total of 10 conferences
1473 per day. If the class size is over 20 students, the educator will be paid at the hourly per diem
1474 rate for each conference over 20.
1475
1476 **6. Required meetings/Curriculum Work:** Employees asked to participate in required
1477 committees, meetings or curriculum work above the base 168 day contract, separate from
1478 required all-staff days, may time sheet their work at a flat rate of \$38/hour.
1479
1480

1481
1482

**APPENDIX B. WATERVILLE SCHOOL DISTRICT/WATERVILLE TEACHER'
LEADERSHIP COUNCIL FORMAL CONFLICT RESOLUTION FORM**

Name of Grievant: _____

Assignment: _____ Building: _____

Date: _____

Specific contract article violated: _____

Brief description of grievance: _____

Date violation of grievance: _____

Date Grievant became aware of violation: _____

Remedy sought/Solution Proposed:

Signature of Grievant: _____

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

APPENDIX C. JUST CAUSE/THE SEVEN TESTS

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

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

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

APPENDIX D.
Waterville School District
Electronic Mail and Internet Use Agreement Policy

- 1) All use of the electronic mail system (herein after referred to as the system) must be in support of education and/or research and consistent with the mission of the Waterville School District (hereinafter referred to as the WSD). The WSD reserves the right to prioritize use and access to the system.
- 2) Any use of the system must be in conformity to state and federal law, network provider policies and licenses, and WSD policy. Use of the system for commercial solicitation is prohibited. The superintendent or designee must approve use of the system for charitable purposes in advance.
- 3) The system constitutes public facilities and may not be used to support or oppose political candidates or ballot measures.
- 4) No use of the system shall serve to disrupt the operation of the system by others (i.e. forwarding of chain letters to multiple users); system components including hardware or software shall not be destroyed, modified, or abused in any way.
- 5) Malicious use of the system to develop programs that harass other users or gain unauthorized access to any computer or computing system and/or damage the components of a computer or computing system is prohibited.
- 6) Use of the system to access, store or distribute obscene or pornographic material is prohibited.
- 7) Subscriptions to mailing lists, bulletin boards, chat groups and commercial on-line services and other information services must be for the purpose of job-related professional use only.
- 8) System accounts are to be used only by the authorized owner of the account for the authorized purpose. Users may not share their account number or password with another person or leave an open file or session unattended or unsupervised. Account owners are ultimately responsible for all activity under their account.
- 9) Users shall not seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the system, or attempt to gain unauthorized access to the system.
- 10) Communications may not be encrypted so as to avoid security review.
- 11) Users should change passwords regularly and avoid easily guessed passwords.
- 12) Personal information such as addresses and telephone numbers should remain confidential when communicating on the system.
- 13) Student information should only be shared with other district personnel when there is a valid educational concern due to the fact it is confidential information. Student information may not be sent to an unauthorized third party, as this is a violation of the Family Educational Right to Privacy Act, 20 USC sec. 1232g.
- 14) Personal information such as addresses and telephone numbers should remain confidential when communicating on the system.
- 15) The unauthorized installation, use, storage or distribution of copyrighted software or materials on WSD computers is prohibited.
- 16) Diligent effort must be made to conserve system resources. (i.e. users should frequently delete e-mail and unused files.)
- 17) No person shall have access to the system without having a signed Electronic Mail Use Agreement on file with the WSD.

APPENDIX E. PROFESSIONAL DEVELOPMENT PARTICIPATION REQUEST

Date of Application: _____

Teacher Name: _____

Teaching Assignment: _____

Building Principal: _____

Description of Professional Development opportunity: (Include dates and hours, sponsoring organization name, location, and a description of the content.)

Briefly explain what you will personally gain from this professional development opportunity: (Include new learning of skills, content, and expertise; monetary gain, etc.)

Explain how the Waterville School District will gain from your attendance at this professional development opportunity: (Include specific trainings you will provide to District staff and details of the direct gain of staff and students.)

Additional employee comments:

Building principal (or designee) comments:

Employee signature: _____
Date: _____

Building Principal signature: _____
Date: _____

This professional development request has been: **Denied** **Approved** **(circle one)**