

Master Agreement

Between

Waterville School District

And

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

September 2019 – June 2023

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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 6 Section A. Definition of Terms

- 7
- 8 1. The term "board" shall mean the Board of Directors of Waterville School District No. 209 as
9 the governing body of the district.
- 10 2. The term "District" shall mean Waterville School District No. 209, Waterville, Douglas County,
11 Washington.
- 12 3. The term "Council" shall mean Waterville Teachers' Leadership Council which shall be known
13 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 the duly
17 authorized bargaining agent.
- 18 7. The term "day" shall mean any day the District business office is open for business with the
19 public.
- 20 8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her
21 designee.
- 22 9. The term "President" shall mean the President of the Council or his/her designee.
- 23 10. The term "individual contract" shall mean the individual contract issued to and signed by each
24 employee pursuant to RCW 28A.405.210.
- 25 11. The term "supplemental contract" shall mean the contract issued and signed in accordance with
26 RCW 28A.405.240.
- 27 12. The term "extended contract" shall mean an individual, supplemental contract that is issued to
28 an employee for days beyond the employee's basic school year of one hundred eighty-two (182)
29 days. Such contracts are non-continuing one (1) year only.
- 30 13. The term "RCW" shall mean Revised Code of Washington.
- 31 14. The term "WAC" shall mean Washington Administrative Code.
- 32 15. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her
33 office.
- 34 16. The term "BEA" shall mean Basic Education Act.
- 35 17. The term "CR" shall mean Council Representative(s).
- 36 18. The term "PERC" shall mean the Washington State Public Employee Relations Commission.
- 37 19. The term "LEAP" shall mean the Salary Allocation Model of the State of Washington
38 (Legislative Evaluation Accountability Program).
- 39 20. The term "Conflict Resolution" shall mean the process to resolve grievances.
40

41 Section B. Recognition

- 42
- 43 1. **Bargaining Unit Makeup:** The district recognizes the Council as the exclusive bargaining
44 agent for all certificated employees of the District excluding the Superintendent, Assistant
45 Superintendents, Principals, and Assistant Principals.
- 46
- 47 2. **Exclusivity:** The District shall not recognize nor shall it bargain with any other Employee
48 organization seeking or claiming to represent certified employees unless such organization has
49 been certified by PERC as the exclusive bargaining agent for Employees

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Section C. Individual and Extended Contracts

When individual and extended contracts, for the purposes of classroom instruction or duties directly related to classroom instruction are offered and accepted between the District and an individual employee, such contracts shall be subject to and consistent with the terms of this Agreement. If an individual or extended contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Section D. Conformity to Law

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

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

Section E. Distribution of Agreement

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

Section F. Joint Meetings of Labor and Management

With the mutual goal of building trusting relationships, one or two representative from each of the Parties shall meet once during each of the following months: September, November, January, March, and May. Meetings will occur during the regular school year in order to monitor the administration of the Agreement and to pursue mutual problem identification and identify next steps. Such meetings shall not be Conflict resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

ARTICLE II. BUSINESS

Section A. Dues, Deductions, and Representation Fees

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

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Section B. Hold Harmless

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

Section C. Other Deductions

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

All new annuity programs must have a minimum of five (5) participants as per board policy for the district to administer. The Board and WTLC will agree to identify by August 10th insurance companies to be made available for the following year.

Section D. Management Rights

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

Section E. Council Rights

1. **Information:** The Board shall, upon request and upon reasonable notice, provide the Council with public documents. All such documents and records shall be provided in a timely manner, consistent with the District equipment and personnel, with a timeline agreed upon between both parties.
2. **Released Time for Meetings:** Whenever the presence of any CR or any employee is required during working hours in local conflict resolution proceedings, or joint District/Council business, he/she shall suffer no loss in pay.
3. **Use of School Buildings:** Upon approval of the building principal, the Council and the representatives shall have the right of access to school building for organizational purposes before or after normal working hours providing there is no interference with any school program.
4. **Use of School Equipment:** Upon notification of the building principal, the Council shall have the right to use school equipment at reasonable times, when such equipment is not otherwise in use. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use.
5. **Bulletin Boards:** The Council shall have the use of a bulletin board in the staff lounge.
6. **Mail Boxes and Computer Use:** The Council shall have the right to use school mailboxes and will follow the computer guidelines described in the staff handbook.

- 149 7. **Board Policy Revision:** The Board shall notify the Council of any revisions of personnel policy
150 which are proposed or under consideration before adoption of any such policy. The Board
151 reserves the right to formulate and adopt policy in emergency situations without complying with
152 the above provision.
153
- 154 8. **Administrative Hiring Team:** The District will notify WTLC leadership at the time of posting
155 any administration position. A WTLC member will be provided by WTLC to sit on the interview
156 committee.
157
- 158 9. **Certified Hiring Team:** When hiring certified staff an interview committee will represent the
159 community and staff and shall strive to include a teacher, student, parent, and an administrator
160

161 **ARTICLE III. EMPLOYEE RIGHTS**

162

163 **Section A. Just Cause**

164

- 165 1. **Discipline:** No employee shall be disciplined without just cause. (Refer to Appendix C).
166
- 167 2. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be
168 made available to the employee in writing.
169
- 170 3. **Council Representation:** Employees shall have the right to representation at any
171 hearing, meeting, or conference involving the employee regarding disciplinary actions. In the
172 case of investigatory meetings, the supervisor is not required to inform the employee of a
173 right to representation. When a request for CR is made for an investigatory meeting, no action
174 shall be taken with respect to the employee until such CR is present, provided the process is
175 not delayed more than one (1) day, after which time the District may act without the presence
176 of a CR. Disciplinary meetings will be scheduled with no less than two (2) days' prior notice.
177
- 178 4. **Progressive Discipline:** The District agrees to follow the policy of progressive discipline and
179 any disciplinary action taken against an employee shall be appropriate to the behavior that
180 precipitates said action. The District has the discretion to bypass steps in progressive
181 discipline because of the severity of the conduct.
182 a. As a courtesy to the District, the employee is asked to inform the district if they will be
183 bringing representation to any investigatory meeting.
184
- 185 5. **Privacy and Confidentiality:** Any disciplinary actions taken by any agent of the District
186 shall be made in private and in confidence and not in the presence of students, parents, other
187 Employees, or at public gatherings.
188

189 **Section B. Complaint Procedure**

190

- 191 1. **Procedural Requirement:** Any complaint regarding an employee made to any
192 member of the administration which does or may influence evaluation of the employee
193 or which may lead to a disciplinary action shall, within ten (10) school days of receipt of
194 the complaint by an administrator, be processed according to the following procedure:
195

196 **Step 1. PRINCIPAL:** The employee's principal shall meet with the employee
197 to apprise the employee of the full nature of the complaint. They shall attempt to
198 resolve the matter informally, with documentation of such resolution being signed

199 by the employee and his/her principal. The employee's Principal may request a
200 fellow Administrator or designee attend the meeting with the purpose of taking
201 notes of the meeting.
202

203 **Step 2. PRINCIPAL AND COMPLAINANT:** In the event a complaint is
204 unresolved at Step 1, the employee may request a conference with the complainant
205 and the principal to attempt to resolve the complaint. The employee's Principal
206 may request a fellow Administrator or designee attend the meeting with the
207 purpose of taking notes of the meeting. If the complaint is unresolved as a result
208 of such conference, or if no mutually acceptable conference can be agreed on, the
209 employee may appeal the complaint to Step 3.

210 Any complaint unresolved at Step 2 shall be submitted in writing by the
211 complainant to the Employee and/or the principal (or supervisor) with copies to
212 all other persons involved, including the superintendent.
213

214 **Step 3. SUPERINTENDENT:** At the request of the Employee or principal, any
215 complaint unresolved at Step 2 shall be reviewed by the Superintendent, unless
216 the Superintendent has already reviewed the matter in the capacity of a principal,
217 in that case, the Principal's decision will act as Step 3.
218

219 The Superintendent shall attempt to meet jointly with the principal, the
220 complainant, and the Employee and shall attempt to reach a satisfactory solution
221 to all persons involved. In the event such a solution is found, it shall be reduced
222 to writing and signed by the participants to the conference.
223

224 **2. Use of Findings:** Upon completion of the required steps of the Complaint Procedure,
225 the findings may be used in the employee's evaluation process. No complaint against an
226 employee may be used in a disciplinary action or evaluation against that employee unless
227 the complaint was discussed with the employee in a timely fashion pursuant to this
228 section.
229

230 **3. Representation:** The employee shall have the right to representation by a CR at any
231 meetings or conferences regarding the complaint beyond Step 1 of the procedure.
232

233 **Section C. Organizing Rights**
234

235 Employees shall have the right to freely to organize, join and support the Council for the purpose
236 of engaging in collective bargaining or refrain from any of such activities.
237

238 The Parties shall not directly or indirectly discourage or deprive or coerce any employee in the
239 enjoyment of any rights conferred by RCW 41.59 or other laws of Washington or the United
240 States.
241

242 **Section D. Non-Discrimination**
243

244 The Parties shall not discriminate against any employee with respect to hours, wages, or any
245 terms or conditions of employment by reason of his/her membership or non-membership in the
246 Council, his/her participation in any activities or non-participation in the Council or collective
247 negotiations with the Board, or his/her institution or refusal to institute any Conflict Resolution,

248 complaint, or proceeding under this Agreement or otherwise with respect to any terms or
249 conditions of employment.

250
251 The provisions of this Agreement shall be applied without regard to domicile, race, creed,
252 religion, color, national origin, age, sex, marital status, or the presence of any sensory, mental or
253 physical handicap except as required in accordance with this Agreement or as otherwise provided
254 by law.

255 Membership in the Council shall not be denied to any employee because of domicile, race, creed,
256 religion, color, national origin, age, sex, marital status, or the presence of any sensory, mental or
257 physical handicap.

258 **Section E. Personnel File**

- 260
261 **1. Access and Copies:** Employees and former employees shall, upon request, have
262 the right to inspect all contents of their personnel files. Upon request, a copy of
263 any document contained therein shall be given to the employee. No secret,
264 duplicate, alternate, or other personnel file shall be kept.
- 265
266 **2. Principals' Working Files:** Principals' working files will be available for
267 review by the employee at the employee's request. Said files shall be purged no
268 later than August 1 of documents dated 12 months or older from August 1, (at
269 any given time, there may be documents 12 months or less in age in working file)
270 unless there is an ongoing issue that is under review.
- 271
272 **3. File Inspections:** Reviews of personnel files shall be made in the presence of a
273 district administrator or designee. The employee may be accompanied by an CR.
- 274
275 **4. Minimum Contents:** Each employee's personnel file shall contain the
276 following minimum items of information: evaluation reports for the past 7
277 school years, copies of annual contracts, teaching certificate, and a transcript of
278 academic records. Observation reports and notes may be placed in the personnel
279 file.
- 280
281 **5. Material Bar:** Any derogatory material not shown to an employee within ten
282 (10) school days (during the school year) or District Office work days during
283 summer months) after receipt or composition shall not be allowed as evidence in
284 any Conflict Resolution or in any disciplinary action against such employee nor
285 may it be placed in his/her personnel file.
- 286
287 **6.** No evaluation, correspondence, or other material making derogatory reference
288 to an employee's competence, character, or manner shall be kept or placed in the
289 personnel file without the employee's knowledge.
- 290
291 **7. Removal of Materials:** After seven years the District may remove and destroy
292 employee's evaluation reports. The district will adhere to all state laws regarding
293 retention of records.

294 **Section F. Employee Protection**

- 295
296 **1. Liability:** The district shall provide Comprehensive Liability Insurance Coverage for
297 all employees by naming employees as additional insured on the District's Liability

298 Insurance Policy. Not completing Safe School training could compromise the Districts
299 ability to provide coverage
300 The District agrees to hold employees harmless and defend them for legal liability arising
301 from any act or failure to act during the course of their employment, provided such
302 employees at the time of the complaint were acting within the scope of their employment
303 and/or under the direction of the District's policy. The District's responsibility shall be
304 limited to the coverage afforded for employees by the District's Liability Insurance
305 Policy, which shall comply with state law.
306

307 **2. Personal Property:** The District shall include the personal property of employees in
308 the District's insurance program that covers damage to personal property used by the
309 employee and judged necessary for fulfillment of the employee's teaching position. To
310 be eligible for coverage and reimbursement, the employee must have registered and
311 valued the property with the proper building principal. Reimbursement shall be subject
312 to settlement with the District's insurance carrier.

313 The loss of money or loss and/or damage to automobiles and other vehicles are not
314 covered under this agreement.
315

316 **3. Threats:** Any employee who is threatened with physical harm by any person or group
317 while carrying out assigned duties shall immediately notify his/her principal, or in his/her
318 absence or inaccessibility any District administrator, and if necessary, the appropriate law
319 enforcement authority. Immediate steps shall be taken by the principal or other
320 administrator in cooperation with the employee to provide for the employee's safety and
321 assist in contacting law enforcement authorities, if appropriate. Steps may include
322 notifying law enforcement and/or other reasonable efforts. Precautionary measures for
323 the employee's safety shall be reported to the employee by the administrator at the earliest
324 possible time.
325

326 **4. Self-Protection:** Employees may use reasonable measures with a student, patron, or
327 other person as is necessary to protect him/herself, his/her students or his/her colleagues
328 from attack, physical or verbal abuse or injury, or to prevent damage to District or
329 personal property.
330

331 **5. Property Replacement:** The District shall, if such matter is settled with the District's
332 insurance carrier, reimburse employees for replacement of clothing or other personal
333 property damaged, destroyed, or stolen during the course of an attack or assault on the
334 employee while the employee is engaged in the duties of his/her employment.
335 Verification of replacement is required.
336

337 **6. Exclusion of Student from Classroom:** Refer to RCW [28A.600.010](#) and Policy
338 3241 procedure 3241p to ensure that the optimum learning atmosphere of the
339 classroom is maintained, and that the highest consideration is given to the judgment of
340 qualified certificated educators regarding conditions necessary to maintain the optimum
341 learning atmosphere.
342

343 **8. Dangerous Students:** In the event a student is assigned to an employee's class who
344 evidences symptoms or behaviors that could present a health or safety problem to the
345 employee or other students, the assigning principal shall inform such employee of such
346 problem(s) in advance of the assignment, or as soon as such information is available.
347 Upon request of an employee, the principal shall meet with the employee(s) at the earliest

348 time such information becomes available to discuss strategies for managing these
349 situations and for outlining District resources and assistance that may be made available
350 for assistance. The purpose of this sub-section is:
351

352 **a.** To assure that every reasonable effort shall be made by District administrators
353 to obtain and provide information to employees concerning students who pose
354 a threat to employees or other students, and
355

356 **b.** That employees use such information to prepare themselves for such problems.
357

358 **8. Student Searches:** Student searches for weapons, illegal drugs alcohol, and other
359 illegal materials shall be conducted by administration. Employees are not required to
360 participate in student searches.
361

362 **9. Training:** The District will provide training for all employees concerning applicable
363 federal, state and local laws, and District rules and regulation pertaining to student rights,
364 employee rights, and the processing of student disciplinary matters. Training shall occur
365 during the first quarter of each school year. The District will utilize an online training
366 system for the majority of the required trainings. Employees are required to finish their
367 online training courses by September 15th of each school year for the duration of this
368 contract. Incomplete assignments after September 15th will forfeit the stipend for the
369 courses noted in Appendix A. If the courses are not completed by February 1st of each
370 school year, the issue will be noted in the evaluation. Training modules will be emailed
371 to all staff no later than August 15th.
372

373 **Section G. Assignment and Transfer**

374

375 **1) Definitions**

- 376 a) The term “position” shall mean the specific grade level content area, and
377 program a teacher is assigned to for the current year.
378 b) The term “program” shall mean the funding source: i.e. Basic Education,
379 Enrichment, Special Education, Transitional Bilingual, Title I Regular, Title I
380 Migrant, LAP and similar financially differentiated programs.
381 c) The term “transfer” shall mean a change from an employee’s current position to
382 a different position.
383 d) The term “vacancy” shall mean any position opening within the bargaining unit,
384 including new positions.
385

386 **2) Notice to Continuing Employees:** All employees shall be given written notice of
387 any changes in their assignments for the coming year not later than 2 weeks prior
388 to the last day of each school year. Subsequent changes may be made by mutual
389 agreement or for emergency or reasonable program purposes only.
390

391 **3) Posting:** All vacancies occurring during the work year shall be reported to the
392 Council and posted for a minimum of five (5) days internally and externally. All
393 vacancies known to the District by May 1st for the following work year shall be
394 posted by May 15 of the current work year. Thereafter and until the start of the new
395 school year, the job posting list shall be updated, as new vacancies become
396 available, with the new listing being posted. During vacation periods, the District

397 shall notify Employees of the posting by mail or e-mail, provided Employees make
398 a request in writing to receive such postings.

- 399
- 400 4) **Application for Transfer:** Employees requesting a transfer to a vacancy shall
401 complete and file a request for transfer with the Superintendent within the posted
402 time-line.
- 403
- 404 5) **Priority:** The District shall hire the best qualified applicant for each position. All
405 qualifications for any posting shall be set out in the posting.
- 406
- 407 6) **Involuntary Transfers:** Involuntary transfers shall be made only when necessary
408 to accommodate fluctuations in enrollment, program scheduling difficulties,
409 inability to find a qualified applicant, or documented discipline reasons.
- 410 a) If an employee is transferred against his/her wishes, he/she shall give written
411 notice to his/her immediate supervisor and the superintendent within five (5)
412 business days of being notified of the transfer.
- 413 b) When such transfers are reported, the immediate supervisor must supply a
414 written justification of the necessity of the transfer to both the employee being
415 transferred and the superintendent within five (5) business days of the
416 employee reporting his/her unwillingness to be transferred.
- 417 c) Should the employee question the validity of the justification, he/she may
418 appeal to the superintendent within five (5) business days of receiving the
419 written justification.
- 420 d) Any employee who has been involuntarily transferred may be given
421 preference over other equally qualified applicants in hiring the following year
422 to return to his/her original position if such a vacancy occurs.
- 423
- 424 7) **Change of Assignment Assistance:** Employees who are involuntarily transferred
425 shall be provided appropriate training, if requested, at District expense in reasonable
426 amounts, if they are transferred to an area where they are not endorsed.
- 427
- 428 8) **Moving Assistance:** Employees who are voluntarily or involuntarily transferred
429 from one work station to another shall not be required to move their books, supplies
430 or equipment.
- 431
- 432 9) **Relocation and New Classroom Set up Assistance:** When an employee
433 voluntarily or involuntarily transfers from one work station to another or a new
434 employee is hired that employee may time sheet their classroom set up time up to
435 one day.
- 436

437 Section H. Privacy

438

- 439 1. **Personal Lives:** The private and personal behaviors and beliefs of Employees shall
440 not be used by the District as the basis for adverse action against such Employee(s)
441 provided that such behaviors and beliefs do not interfere with the performance of the
442 Employee's duties, or are not contrary to the Code of Professional Conduct (WAC
443 180-87).
- 444
- 445 2. **Information:** The District shall not provide personal information concerning
446 employees, including names, addresses, phone numbers, etc. to any person not

447 required by law, or to any commercial or charitable organization without specific
448 Employee approval or Council agreement.

- 449
450 **3. Faculty Meetings:** Representatives of commercial concerns, such as insurance
451 companies, financial counselors, fund raisers, etc. shall not be permitted to attend and
452 address faculty meetings, unless approved by the district and agreed to by the Council.
453

454 **Section I. Sexual Harassment**

455

- 456 **1. Definitions:** For purposes of this Agreement the terms “harass” and “harassment”
457 shall mean words, gestures (including offensive touching), use of social media or
458 other electronic devices, and/or actions which threaten or demean the individual and
459 serve no legitimate professional purpose.
460

- 461 **2. Procedure:** When an employee believes that he/she has been sexually harassed by
462 supervisors, parents, students or employees, and approaches any district official with
463 this concern, Board Policy and Procedure 5011 will be followed.
464

465 **ARTICLE IV. EVALUATION AND PROBATION**

466

467 **Section A. Authority**

468

469 All employee evaluations shall be conducted in accordance with RCW 28A.405.100. RCW
470 28A.405.150, WAC 392.191 and any other applicable laws. A copy of the current evaluation
471 forms shall be made available in the Staff Handbook each year.

472 Observation and Evaluation:

473 Reference:

- 474 • Board Policy #5240
- 475 • Procedure #5240P

476 Teachers will be notified, not later than the last school day of the school year, as to which
477 form of the evaluation program they will be on for the following year – Comprehensive or
478 Focused. This decision will be made by the administration and will be discussed with said
479 employee, if possible.
480

481 **Section B. Provisional Employees**

482

483 All new certificated employees are subject to nonrenewal of employment contract for the first
484 three years with exceptions referred to in RCW 28A.405.220
485

486 **Section C. Review**

487

488 In the event any employee receives an evaluation that he/she considers to be negative, that
489 employee may request and shall be granted a meeting with the evaluator’s supervisor. At the
490 meeting the supervisor shall determine if there is reasonable basis for the employee to be granted
491 a new evaluation. Acceptable grounds for such a finding are possible bias, incomplete or
492 inaccurate observations, professional or personal conflict between the evaluator and the
493 employee, inconsistency between the observation reports and the evaluation conclusions, or other
494 such causes as the administrator may conclude. In the event the supervisor makes such a finding,
495 the employee shall be granted a new evaluation to be conducted by a District administrator other

496 than the employee's original evaluator. Such person shall otherwise fill the requirements for an
497 evaluator set out above and shall be appointed by the Superintendent.

498 **Section D. General Requirements**

- 500
- 501 **1. Eavesdropping Bar:** The use of secret electronic observations, including speaker
502 systems, is prohibited, unless an emergency is reported from the classroom.
503
 - 504 **2. Work Site Limit:** All observations, drop-ins and learning walks, for the purpose of
505 evaluation, must be conducted at the employee's work site or extended work site.
506 Employees should expect administrators to be in their work site at any time during
507 the work day.
508
 - 509 **3. Copy and Response:** If a written feedback note of an observation, drop in or learning
510 walk is created, a copy of the feedback note shall be given to the observed employee
511 within 5 days. Employees may submit written comments concerning the report which
512 shall be attached to the report in the employee's file. An employee may request a
513 conversation with administration regarding the feedback note.
514
 - 515 **4. Observations:** Evaluators shall conduct the observations in accordance with the law.
516
 - 517 **5. Confidentiality:** The District shall endeavor to keep evaluation results private and
518 confidential to the extent allowed by RCW 42.56 and in consideration of appropriate
519 use of the evaluation materials.
520

521 **Section E. Probation**

- 522
- 523 **1. Notice:** In the event that a regular employee's work is judged to be unsatisfactory,
524 based upon the evaluation criteria and procedure, any time after October 15th, the
525 employee shall be notified in writing of the specified area(s) of deficiency along with a
526 suggested, specific, and reasonable program of improvement, following RCW
527 28A.405.100. This written notice shall advise the employee of the establishment of a
528 probationary period.
529
 - 530 **2. Purpose:** The purpose of the probationary period is to give the employee an
531 opportunity to demonstrate improvement(s) in his/her area(s) of deficiency.
532
 - 533 **3. Regular Meetings and Assistance:** During the probationary period, the evaluator
534 shall meet with the employee periodically to supervise and make written evaluations of
535 the progress made by the employee. In addition, the evaluator may authorize one (1)
536 additional non-bargaining unit District administrator to evaluate the probationer and to
537 aid the employee in improving his/her areas(s) of deficiency.
538 An employee on probation may authorize an employee to accompany him/her at all
539 conferences required in this paragraph. The purpose of such additional employee would
540 be to serve as a witness, to assist in communications and to offer support and counsel to
541 the employee.
542
 - 543 **4. Removal:** The employee may be removed from probation at any time he/she has
544 demonstrated improvement to the satisfaction of the evaluator. If the evaluator is satisfied
545 that the employee should be removed from probation, the employee shall be notified in

546 writing no later than May 15. Removal from probation shall not be unreasonably
547 withheld.
548

549 **5. Failure to Improve:** If the probationary employee has not demonstrated satisfactory
550 improvement in the area(s) of deficiency, the employee shall be notified in writing on or
551 before May 15 of the lack of improvement along with specific documentation. Lack of
552 necessary improvement may constitute grounds for non-renewal pursuant to RCW
553 28A.405.210, RCW 28A.405.300 or RCW 28A.405.220.
554

555 **6. Adverse Effects:** Probation shall not be deemed to adversely affect the contracted
556 status of an employee within the meaning of RCW 28A.405.210, RCW 28A.405.300 or
557 RCW 28A.405.220.
558

559 **7. Provisional Employees:** The provisions of this (Probation) section do not apply to
560 provisional employees.
561

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

563

564 **Section A. Board Determination of Program**

565

566 Prior to May 15 of each year, the Board of Directors shall determine whether the financial resources
567 of the District will be adequate to permit the District to maintain its educational programs and
568 services substantially at the same level for the next school year. If the Board determines that
569 financial resources are not reasonably sufficient for the following school year, the Board shall adopt
570 a modified educational program and identify those certificated staff members who will be retained
571 to implement such a modified program, and those certificated staff members, if any, whose contract
572 will not be renewed.
573

574 **Section B. Criteria for Modified Educational Plan**

575

576 If the District adopts a modified or reduced educational program because of a lack of financial
577 sources, the following guidelines shall be taken into consideration in determining the programs and
578 services to be retained, modified or eliminated.
579

- 580 1. The needs of the students, requirements for graduation, requirements for
581 accreditation, and minimum program requirements under state laws and regulations.
582
- 583 2. Where revenues are categorical and depend on actual expenditures rather than
584 budgeted amounts, every effort will be made to maintain such programs, where
585 reasonable, to the limit of their categorical support CTE, and federally supported
586 programs).
587
- 588 3. Maintenance of pupil-teacher ratios at levels conducive to a good learning climate.
589
- 590 4. Reduction in expenditures, where reasonable and not categorically funded, in
591 capital outlay, supplies and materials, contractual services and travel in an effort
592 to retain as much of the basic education program as possible within the resources
593 available.
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Section C. Selection of Employees

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

- 1) In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort shall be made to ascertain the number of certificated positions which will be open as a result of (a) voluntary and mandatory retirements, (b) normal resignations, (c) other transfer or District initiated involuntary transfers, and (d) leaves of absence. The District will take measures to avoid non-renewals by transferring people to available positions without the necessity of posting available positions to all teachers. Therefore, positions are not declared vacancies or openings for posting until after all involuntary or voluntary transfers are completed by the District. This practice holds true whether or not the District is in a Reduction in Force mode of operation.
- 2) Certificated employees retained to implement the modified or reduced educational program as determined by the Board shall possess such valid Washington State certificates as may be required for the position being filled.
 - a. Employees will be grouped by educational specialties. Specialties are defined as normally accepted academic major and/or minor fields or endorsements, which will be determined by the subject areas and grade levels for which the employee holds valid Washington State Certification to teach.
 - b. Seniority will be based on the total number of years of educational experience in Washington State, per RCW 28A.400.300. Within each specialty the senior employee shall be retained to meet the needs of the District's modified or reduced educational program.
- 3) Each certificated employee will be evaluated for retention in any specialty in which he is qualified, without loss of seniority regardless of whether the employee was employed in such a position at the time the reduced or modified educational program was adopted.
- 4) To be qualified for placement in a specialty, an employee must have had a minimum of one year's full time professional experience teaching in such specialty within the last five years, or the employee must possess a valid Washington State Certificate for the specialty, and grade levels to be taught.
- 5) If seniority rankings for a given position are equal, the preference will be given to the employee who is furthest to the right in horizontal placement on the current salary schedule as credited by the District Superintendent's office. If, after such consideration, the employees are still equally ranked, the position will be filled by "lot."
- 6) If it is necessary to not renew employees because the District has adopted a reduced or modified educational program for financial reasons, the District shall publish and distribute to all staff prior to the implementation thereof, a seniority list ranking each teacher from the greatest to the least seniority based upon specialties above.

646 a. All certificated personnel who are not recommended for retention in accordance
647 with these administrative procedures shall be given notice of non-renewal of
648 contract, provided however, that any certificated employee receiving written
649 notice of non-renewal of contract pursuant to these provisions shall be eligible for
650 a "special leave of absence" without pay upon written application directed to the
651 Superintendent and received not more than ten (10) days following the receipt of
652 the notice of non-renewal. Personnel electing to take a "special leave of absence"
653 shall be placed in an employment pool and shall be considered for re-employment
654 according to the same criteria and together with other personnel in the
655 employment pool. The personnel file of any person taking "special leave of
656 absence" shall reflect that status and all references to non-renewal of such an
657 employee's contract shall be removed from the personnel file. Any personnel on
658 "special leave of absence" shall retain all rights. Any credit for any education
659 acquired during that one year shall be granted. Acceptance of employment as a
660 certificated staff member in any other school district during that year shall
661 constitute an automatic termination of "special leave of absence."
662

663 b. All certificated persons who are not recommended for retention in accordance
664 with these procedures and who are given a notice of non-renewal of contract shall
665 be placed in an employment "pool" for possible re-employment for a period of
666 one year, renewable annually for 2 additional years upon written request of the
667 "pool" member. Employment pool personnel will be given the first opportunity to
668 fill open position within their qualifications under the guidelines herein before set
669 forth. Therefore, available positions within a category or specialty for which an
670 eligible non-renewed employee(s) in the employment pool is qualified will not be
671 posted until such employee(s) is re-employed or declines to accept such available
672 position(s). Waiting in the employment pool to be re-employed will be considered
673 to fall under the category of a re-assignment, voluntary, or involuntary transfer.
674 Members of the "pool" will also have first priority for substitute positions for
675 which they are qualified.
676

677 **Section D. Recall**

678
679 When an available position opens for which any person in the employment pool is qualified,
680 notification from the School District to such individual will be made by certified mail or personal
681 contact by the Superintendent or his designee. Such individual will have five (5) calendar days
682 from the receipt of the letter or from the date of personal contact to accept the position.
683

684 If an employee in the employment pool fails to accept a position for which he/she is eligible,
685 pursuant to the criteria herein before set forth, such individual shall be dropped from the
686 employment pool.
687

688 **Section E. Insurance**

689
690 Certificated personnel within the employment pool may pay their total medical insurance
691 premium to the District, and in turn the District will forward the money to the appropriate medical
692 payment center so that the member of the employment pool and/or their dependents will be
693 included within the group medical insurance.
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695 **ARTICLE VI. INSTRUCTION**

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Section A. Academic Freedom

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

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

Employees shall guide discussions and procedures with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of fact, the value of judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. When in doubt regarding appropriateness, the matter should be referred to the principal.

Section B. Preparation Time

1. The district will strive to have all employees scheduled for no less than two hundred forty. Planning will occur in minimum of 25 minute blocks.
2. **Use:** The use of plan time shall be for professional purposes. Employees are expected to use good professional judgment in determining the use of such time. Supervisor intervention with such judgments will be made in the event that plan time is not being used for legitimate professional purposes.
3. **Loss of Plan Time:** In the event that an Employee loses his/her plan time due to District requested tasks, such as covering another’s class, such Employee shall be paid a stipend of \$26.00 plus benefits, with submittal of a timecard.

Exceptions: Scheduling/rotation changes, testing, or early release creates the need to adjust the course schedule for that day. The District will make every effort to have preparation time be fair to all teachers when these special circumstances arise.

Section C. Class Size

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

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1. Class Size: Class size targets shall be as follows:

K – 1st Grade	22
2nd – 3rd Grade	25
4th – 6th Grade	29
7th and up	160 all day

a. Class size will be determined by the number of FTE students shown on the official class roster.

b. Enrollment in classes requiring individual student stations for learning such as computer or science lab class, art class or vocational shop will not exceed the number of student work stations available.

c. Additional students beyond the limit may be assigned upon mutual agreement of the instructor, building principal, district office representative and a WTLC representative who will consider the effectiveness of instruction, safety, supervision, and capacity of the facility in making the decision.

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

2. Exceptions and Limitations:

a. Exception to class size limits are made for physical education and music in grades K-12 which have a limit of 40 students.

b. This provision shall not be in effect from the time school opens until October 15 of each school year.

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 his/her 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 procedures and receive training upon request.

Section F. Observation:

Formal Evaluation

Purpose. The purposes of evaluations of certificated classroom teachers, certificated principals, and assistant principals will be, at a minimum:

- 794 (1) To acknowledge the critical importance of teacher and leadership quality in impacting
795 student growth and support professional learning as the underpinning of the new evaluation
796 system.
- 797 (2) To identify, in consultation with classroom teachers, principals, and assistant principals,
798 particular areas in which the professional performance is distinguished, proficient, basic or
799 unsatisfactory, and particular areas in which the classroom teacher, principal, or assistant
800 principal needs to improve his or her performance.
- 801 (3) To assist classroom teachers and certificated principals and assistant principals, who have
802 identified areas needing improvement, in making those improvements.

803 **Procedure**

804 The following procedures must be used in making evaluations:

- 805 (1) Following each observation, or series of observations, the principal or his or her designee
806 must:
- 807 (a) Promptly document the results of the observation in writing; and
- 808 (b) Provide the employee with a copy of the written observation report within three
809 days after such report is prepared.
- 810 (2) Each classroom teacher will have the opportunity for a minimum of two confidential
811 conferences during each school year with his or her principal or principal's designee either:
- 812 (a) Following receipt of the written evaluation results; or
- 813 (b) At a time mutually satisfactory to the participants.
- 814 (3) The purpose of each such conference will be to provide additional evidence by either the
815 evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom
816 teacher's professional performance against the instructional framework rubrics.
- 817 (4) If other evaluators are used, additional procedures may be adopted pursuant to local policy.

818

819 **Informal Evaluation**

820 **Purpose:**

- 821 1. Draw focus to the use of highly effective practices and strategies
- 822 2. Provide reflection to alignment of practices and school mission

823

824 **Procedure:**

825 During the year evaluators will attempt to provide an opportunity for instructors to grow through
826 informal observations. These may occur during a classroom visit or other interaction with
827 teachers. Following an informal observation the principal will make an effort to provide the teacher
828 with feedback via written or verbal communication.

829

830

831 **ARTICLE VII. LEAVES**

832

833 **Section A. Sick Leave**

834

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836 **1. Accumulation:** At the beginning of each school year and upon each employee being
837 available for work, each full-time employee shall be credited with twelve (12) days of
838 sick leave with full pay. Each employee’s portion of unused sick leave shall accumulate
839 from year to year up to a maximum of one-hundred-eighty (180) days or as permitted by
840 law. Less than full-time employees shall receive prorated sick leave. Sick leave may be
841 used in half hour (1/2) hour increments, provided that on-site coverage is available. .
842

843 **2. Use:** Minimum of 1/2hour leave must be taken. Beyond the first hour, leave will be in
844 ¼ hour increments.
845

846 **A. Personal Illness, Injury, Maternity, Family Illness, Adoption, or Disability**
847 **Leave:** The District shall grant sick leave when an employee is unable to perform
848 duties due to Personal Illness, Injury, Maternity, Family Illness, Adoption, or
849 Disability (hereinafter, “sick”) . Such leave will be taken from the employee’s
850 allotted sick leave.
851

852 **B. Accountability:** If the district has reason to believe that abuse of leave is
853 happening, the employee will receive written notice from their supervisor which
854 may be included in the employee’s evaluation. An employee may request a
855 meeting with their supervisor to explain the situation.
856

857 **C. Emergency:** The District shall grant sick leave to employees in the event the
858 employee has an emergency, defined as, a problem that has been suddenly
859 precipitated or is unplanned; or where pre-planning could not relieve the necessity
860 for the employee’s absence.
861

862 **3. Accounting:** At the employees’ request, the District shall provide each employee with
863 an accounting of their accumulated Sick Leave and all transactions concerning their Sick
864 Leave within the current or last fiscal year.
865

866 **4. Sick Leave Exhaustion:** An employee who is unable to perform the duties because
867 of personal illness or other disability , upon request, be granted a Leave of Absence
868 without pay, solely for the duration of that school year, at the exhaustion of Sick Leave.
869 Leaves for these conditions must be renewed annually and are at the discretion of the
870 Board at the conclusion of the initial grant of the Leave of Absence. Application for a
871 Leave of Absence or renewal of such Leave of Absence shall be made in writing to the
872 Superintendent.
873

874 **5.** An employee who has been granted emergency leave not in excess of sixty
875 (60)calendar days, may return to service during the period of the leave after giving ten
876 (10) days written notice to the Superintendent and with written permission of his/her
877 personal physician. Upon return, the employee shall be given conditions of
878 employment equal to his/her former position.
879

880 **Sick Leave Donation:** Employees may donate sick leave in accordance to WAC 392-
881 126-085
882

883 **Section B. Conversion of Accumulated Sick Leave**
884

885 **1. Annual:** Each February, after the effective date of this Agreement, each eligible
886 employee of the District may elect to convert excess sick leave to monetary
887 compensation, based on the previous calendar year's leave.
888

889 **a.** In order to be eligible to convert excess sick leave days to monetary
890 compensation, an employee:

891
892 **b.** Shall have accumulated in excess of sixty (60) full days of unused sick leave at
893 a rate of accumulation no greater than one (1) full day per month as of the end of
894 the previous calendar year, and
895

896 **c.** Shall provide written notice to his/her employee during the month of February
897 of his/her intent to convert excess sick leave days to monetary compensation.
898

899 **d.** The number of sick leave days, which an eligible employee may convert, shall
900 be determined by taking the number of sick leave days in excess of sixty (60) full
901 days that were accumulated by the employee during the previous calendar year.
902 The remainder, if any, shall constitute the number of sick leave days, which may
903 be converted to monetary compensation.
904

905 **e.** Sick leave days that are eligible for conversion shall be converted to monetary
906 compensation at the rate of twenty-five (25%) percent of the employee's current,
907 full-time daily rate of compensation for each full day of eligible sick leave. Partial
908 days of eligible sick leave shall be converted on a prorate basis.
909

910 **f.** All sick leave days converted pursuant to this section shall be deducted from an
911 employee's accumulated sick leave balance.
912

913 **g.** Compensation received pursuant to the above shall not be included for the
914 purpose of computing a retirement allowance under the Washington State
915 Teacher's Retirement System.
916

917 **2. Retirement:** Each employee who subsequently terminates employment due to either
918 retirement or death may personally, or through his/her estate in the event of death, elect
919 to convert all eligible, accumulated, unused sick leave days to monetary compensation.
920

921 **a.** For the purpose of calculation of conversion of excess sick leave days,
922 retirement shall be defined as when an employee is eligible to receive benefits
923 under the Washington State Teacher's Retirement System.
924

925 **b.** All unused sick leave days that have been accumulated by an eligible employee
926 at a rate of accumulation no greater than one (1) full day per month of
927 employment, less sick leave days previously converted, and those credited as
928 service rendered for retirement purposes, may be converted, , may be converted
929 to monetary compensation upon the employee's termination of employment due
930 to retirement or death.
931

932 **c.** Sick leave days that are eligible for conversion shall be converted to monetary
933 compensation at the rate of twenty-five (25%) percent of an employee's full-time
934 daily rate of compensation at the time of termination of employment for each full

935 day of eligible sick leave, to a maximum of one-hundred-eighty (180) days.
936 Partial days of eligible sick leave shall be converted on a prorated basis.
937
938 **d.** All sick leave days converted pursuant to this section shall be deducted from
939 an employee's accumulated sick leave balance.
940

941 **Section C. Bereavement Leave**

942
943 The District shall grant employees up to four (4) days with pay per occurrence for death in the
944 immediate family of the employee, as defined below. Additional bereavement may be granted
945 by the Superintendent from an Employee's sick leave.
946

947 The term "*immediate family*" shall mean spouse, parent, child, sibling, grandchild, grandparent,
948 niece, nephew, aunt, uncle, or those of the employee's spouse, marriage partners of the
949 employee's children, parents, siblings, grandchildren or grandparents, any person living in the
950 same household as the employee or any person who is a dependent of the employee. Additional
951 requests may be granted.
952

953 **Section D. Personal Leave**

954
955 Each employee shall be entitled to two (2) paid personal leave days per year, to be used in whole
956 or ½ (one-half) day increments. Certified employees may earn an additional personal day at the
957 end of a school year if they use 4 or less sick leave days during that same school year. Employees
958 may carry forward up to a maximum of 5 (five) personal days. Personal leave is neither sick
959 leave nor bereavement leave. The employee shall give notification to the Principal of the intent
960 to use their accumulated Personal Leave at least 5 days in advance (for 1 or 2 personal days)
961 except in cases of extreme emergencies. The employee shall give notification to the Principal of
962 the intent to use 3 or more personal days at least one month in advance. Not more than two (2)
963 employees in any one (1) building or teaching unit shall be authorized such leave at the same
964 time without approval of the Superintendent. Any accumulated unused personal days (over 3)
965 shall be paid to the Employee (at the current substitute rate)
966

967 **Section E. Council Leave**

968
969 **1. General Membership:** Up to six (6) days of paid leave shall be available each school
970 year to conduct Council business.
971

972 **a.** Those eligible for such leave are to be selected by the Council and are not to
973 exceed three (3) in number at one time without District approval.
974

975 **b.** The Council shall reimburse the District for full costs of substitutes when
976 substitutes are used to cover the assignments of those on such leave.
977

978 **The President:** The Council president will be given up to six (6) days of release time as needed
979 for Council business. The Council shall reimburse the District for full costs of substitutes when
980 substitutes are used to cover the assignments of those on such leave.
981

982 **Section F. Court Appearance Leave**

983
984 **1. Jury Duty:** Employees who are called to serve on a jury.

985 **2. Subpoenas:** Employees who are subpoenaed to testify in court.

986
987 **Section G. Military Leave**

988
989 Employees shall be granted Military Leaves of Absences when required by law. While on leave,
990 such employee shall retain all benefits as though employment had been continuous in the District.
991 Upon return from leave, the employee shall be placed in the position last held or a similar position
992 in the District.

993
994 **Section H. Attendance at Meetings and Conferences**

995
996 District directed leave shall be approved as miscellaneous district leave. The district will grant
997 miscellaneous district leave without deduction of pay and with reimbursement of certain
998 expenses to attend trainings, meetings and other district activities

999
1000 **Section I. Long Term Leave**

1001
1002 The District may grant any employee an unpaid long term leave of absence for up to one (1) year
1003 for study, child rearing, travel, medical or other mutually agreed to reason(s). Employees granted
1004 such a leave shall be permitted to stay in the District insurance programs at their own expense
1005 (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted
1006 advancement credit on the salary schedule for the period of the leave. Upon return from such
1007 leave, the employee shall be entitled to the same position substantially equivalent to the position
1008 held prior to the leave. Once granted, such leave may be renewed annually upon request of the
1009 employee, with the agreement of the District.

1010
1011 Employees who take “exchange teacher” positions shall return from such exchange to the next
1012 higher step on the Salary Schedule, provided that the exchange experience met LEAP criteria.

1013
1014 Any employee on long term leave shall notify the Superintendent prior to April 1, of their
1015 intention to return or not to return. Non-notification shall indicate non-intention to return.

1016
1017 **Section J. Leave Verification**

1018
1019 Use of leave days by Employees is solely for the purposes set out. Nothing contained in this
1020 (Leave) article shall be construed to prevent the District from seeking appropriate verification of
1021 leave use for the purpose of reasonable fiscal control and in reaction to suspected abuse, provided
1022 that no Employee shall be harassed for routine absences. In the event an Employee creates a
1023 pattern of absence that would lead a reasonable person to believe that abuse is suspected or is a
1024 likelihood, the administration may require verification of absences to take place, along with
1025 appropriate disciplinary follow-through in the event abuse is revealed.

1026
1027 **Section K. Leave Without Pay**

1028
1029 Leave Without Pay may be granted in rare situations at the discretion of the Superintendent.
1030 Employees needing to use such leave must contact the Superintendent and explain the reason.
1031 Leave Without Pay may only be granted after all personal leave is used. Sick leave does not
1032 apply.

1035 **Section L. Maternity/Paternity Leave.**

1036
1037 The District shall grant maternity leave for pregnancy, childbirth and related medical reasons.
1038 Employees requesting maternity leave shall notify the District as early as possible prior to the
1039 beginning of the leave and shall indicate the expected date of return at the time the leave is
1040 requested. Employees shall notify the district of the exact date of return as soon as that date is
1041 known to the employee. Refer to the Federal Family Maternity Health Care Act
1042

1043 **Section M: Flexible Leave**

1044 Flexible Leave is intended to allow employees to attend family student events during work
1045 hours such athletic events, academic competitions, or student performances. As professional
1046 salaried employees, the district allows some flexibility in scheduling. The employee shall
1047 communicate with and receive administrative approval for use of flexible leave. The employee
1048 shall ensure coverage at no cost for the district. No monetary compensation shall be granted to
1049 those who cover flexible leave. Such leave shall be approved on a case by case basis, and the
1050 employee shall provide five days' notice whenever possible.
1051

1052 **ARTICLE VIII. FISCAL MATTERS**

1053
1054 **Section A. Salary**

1055
1056 **1. Schedule:** Salaries will be set out in the adopted salary schedule agreed upon by the
1057 district and WTLC , which is attached to and made a part of this Agreement as Appendix
1058 A, and shall be replaced when updates by the District and WTLC are made

1059
1060 **2. Initial Placement:**

1061
1062 **a. Certificate:** All employees must possess a valid Washington State teaching
1063 certificate and endorsement(s) or follow an approved alternative path
1064

1065 **b. Experience Credits:** Full credit shall be granted for all previous public
1066 school teaching experience within the State of Washington. It is the sole
1067 responsibility of the Employee to provide verification of experience.
1068

1069 **3. Increments:** Increment steps for experience shall be granted on September 1 of each
1070 school year. Advanced education credits earned and recorded on transcripts, prior to
1071 October 1, of any school year shall be included in computing the annual salary for that
1072 school year.
1073

1074 **4. Payments:** The regular monthly pay date beginning at the end of September each year
1075 during the school term shall be on the last banking day of the calendar month.
1076

1077 **5. Compliance:** The maximum allowable and funded by the State shall automatically be
1078 applied to the salary schedule. As early in the school year as is practicable, the District
1079 shall share compliance information with the Council. Salaries shall be adjusted at that
1080 time (upward or downward) to assure that the maximum legally allowable is paid in
1081 salary.
1082

1083 **6. Part-Time Employee:** The adopted salary schedule rules shall determine how much
1084 experience employees shall be granted for part-time or part-year work experience.
1085

1086 **7. Errors in Computation:** Errors in computation related to salary; and/or fringe
1087 benefits shall be brought to the attention of the employee or employer as soon as
1088 discovered. In the event the District has made an over or under payment, the District and
1089 the employee shall work out a mutually agreeable plan for pay back. In the event of a
1090 fiscal error that results in a paycheck shortage, the District will rectify it as soon as
1091 possible.
1092

1093 **8. District Forms:** All District forms will be made available at the beginning of the school
1094 year.
1095

1096 **Section B. Work Day**

1097

1098 **1. Length:**

1099 The District shall assign appropriate starting and dismissal times, providing the total
1100 employee workday shall be (7) hours and thirty (30) minutes, exclusive of continuous
1101 thirty (30) minute duty free lunch.
1102

1103 **2. Begin/End of Day:** Beginning of school shall be defined as when formal instruction
1104 of students begins. Ending of school shall be defined as when formal instruction of
1105 students has ended for the day. Beginning and Ending of the work day will be defined by
1106 each building principal. Each year, the Staff Handbook will be updated to indicate the
1107 designated start/end times.
1108

1109 **Section C. School Closures and Delayed Openings**

1110

1111 In the event the District closes school due to inclement weather or other unusual circumstances,
1112 the Superintendent or designee shall notify radio and television stations in the area by 6:30 AM.
1113 When schools are closed to students (including delayed openings and early closures) due to such
1114 conditions, such closure shall apply equally to Employees. When schools are closed early for
1115 such reasons, employees are required to remain until student supervision is no longer needed.
1116 Employees shall suffer no loss of pay, benefits, or contractual or statutory advantages as a result
1117 of such closures. School Closures will be made up in date order as described on the District's
1118 Calendar. If there are more days to be made up than defined in the District's Calendar, the school
1119 days will continue in date order until requirements are fulfilled.
1120

1121 **Section D. Certificated Transportation Reimbursement**

1122

1123 Prior approval is necessary to receive transportation reimbursement for the use of a personal car.
1124 The District will provide reimbursement as per the following procedure.
1125

1126 **1.** Employee must submit a request for a District Car.
1127

1128 **2.** Employee will use District car, if one is available, unless otherwise approved by the
1129 Superintendent.
1130

1131 **3.** If no District car is available then the reimbursement rate established by the state will
1132 be used to reimburse the employee.

- 1133
1134 4. When more than one employee travels to the same location, only one car or
1135 reimbursement will be allowed unless prior approved by the principal.
1136
1137 5. If the District car is available and the employee has received Superintendent’s approval
1138 to use his/her personal car, the state recommended pay scale for reimbursement will be
1139 allowed.
1140

1141 **Section E. Employee Work Year**

1142
1143 **1. Salary Allocation Model:** The District shall use the State Salary Allocation Model
1144 (SAM) and the rules governing placement on the SAM in determining the salary
1145 placement of employees.
1146

1147 **2. School Year Length:**

1148 The length of the employee contract shall be one-hundred-eighty (180) days

1149 a. Per Diem shall be computed on 1/180th or as defined by the State of each
1150 employees SAM placement.

1151 b. In the event the State funds Learning Improvement Days, the contract work
1152 year and per diem will reflect those changes.
1153

1154 **3. Per Diem Days:** Three (3) additional per diem days outside the standard 180-day
1155 base contract will be offered to all certificated staff. It must be worked in order to receive
1156 payment. Days must be time carded and turned into the Business Office for payment. A
1157 timecard is not necessary on District directed days. Paid leave will not be provided for
1158 this optional day. One of the three days may be designated by administration as to be
1159 worked on a specific date/time. This day must be worked on the designated date to receive
1160 payment.
1161

1162 **4. Professional Development Days:** If compensation for district directed professional
1163 development is provided outside the 180-day base contract, the District and employee
1164 will agree to the compensation in advance of the professional development day. Time
1165 must be worked in order to receive payment. Paid leave will not be provided for this
1166 professional development time. .
1167

1168 **5. Professional Development:** The District will make every effort to provide and
1169 support professional development that is relevant and timely. Professional development
1170 needs will be based upon student data, district and building goals and staff needs as
1171 determined by building principals and staff. The yearly budget for professional
1172 development will be shared with staff and will be the basis for professional
1173 development approval throughout the year. Professional development requests should
1174 be submitted, using “Professional Development Participation Request” to building
1175 principals for approval. When the District offers onsite professional development that
1176 meet the clock hour requirements the district will provide clock hours. Every effort will
1177 be made to provide 30 clock hours.
1178

1179
1180
1181 **National Board/National Board**

1182 \$600 renewable stipend upon acceptance into a Pro-Certification Program – limited to 5 per
1183 year. If not used, the stipend can be used upon acceptance into the National Board Certification
1184 program or other advanced degrees or certification programs that are deemed to benefit the
1185 District through an application process to the District. The application for access to these funds
1186 (except into a Pro-Certification Program) should include employee name, degree, or
1187 certification sought, and explanation for how earning the advanced degree or certification will
1188 benefit the District. Final decision will be made by the Administrative Team. These funds will
1189 not be carried over from year to year and are available on a first-come, first served basis.
1190 Teachers accessing these funds will be required to pay program fees and will apply for
1191 reimbursement from the District up to the \$600 stipend amount per teacher upon completion of
1192 program

1194 **7. Retirement/Termination Notification**

1195
1196 If intent to retire or end employment with the district is provided in writing (letter of
1197 resignation) to the board by the following dates, the following compensation will be
1198 given to the employee:

1199 December 15th-3 Per Diem Days

1200 January 15th -2 Per Diem Days

1201 February 15th 1 Per Diem Days

1202
1203 **8. Record-keeping:** A non-student early-release day will be scheduled at the end of the
1204 first, second, and third quarters to be used for record-keeping purposes. The last
1205 scheduled collaboration early release of the school year will be for the sole purpose of
1206 4th quarter grading day.

1207
1208 **9. Parent Conferences:** Adequate time shall be made available by each employee for
1209 necessary and customary conferences with parents of students who are under the
1210 employee’s supervision. Scheduling of conferences shall be in accordance with the
1211 district calendar.

1212
1213 **10. Schedules of student conferences:** Schedules of conferences will be provided to
1214 administrators within designated conference times to ensure administrative presence
1215 within the building.

1216
1217 **11. Deadlines and Schedules:** The district will strive to ensure all deadlines and
1218 schedules are equitable and uniform across grade levels whenever feasible.

1220 **Section F. Insurance**

1221
1222 The District shall provide the amount of insurance contributed by the State per month per FTE.
1223 The District agrees to pool WTLC members’ earned but unused employee health benefit
1224 contributions in accordance with the guidelines of RCW 28A.400.2700-28.

1225
1226 **1.** Employees less than 1.0 FTE will receive a pro rata share, based on their percentage
1227 of FTE, of the maximum contribution.

1228
1229 **2.** The monthly premium will be used to provide the programs listed below:

1230 a. District/Council approved Dental Plan

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- b. District/Council approved Vision Plan
- c. District/Council approved Health Plan and HMO

3. Insurance Pooling: The intent of the parties is to provide the maximum insurance contribution allowable by law to the employee pool, to be distributed among members of the bargaining unit. To gain maximum utilization of the total allowable state insurance contribution provided by law for employees covered by this Agreement, the District agrees that it will contribute the maximum allowable to an insurance pool to be distributed among employees on a fair share basis, to those who do not generate sufficient monies to cover the full cost of medical coverage, provided the State funded insurance contribution, based on FTE, for certificated employees is not exceeded.

4. Deductions: From the dollar amount available to each employee, first shall be deducted the cost of the District’s dental and vision plans, with the remaining monies available for application to one of the medical insurance programs.

5. Mandatory Premium:
Health Benefits Minimum Out-Of-Pocket Medical Premiums:

In Accordance with RCW 28A.00.280(2)(c), if it is determined that the employee has chosen a medical plan that would have traditionally had a zero out-of-pocket premium, the District will assess the least possible, State allowed, minimum premiums to the employee, on a monthly basis.

- Effective January 1, 2020 insurance will be provided through the School Employees Benefits Board (SEBB). An MOU will be created once all information has been received and finalized.

6. Review: The Parties shall jointly review coverage and carriers at least annually. No change in carrier or coverage shall be made without mutual determination of the Parties.

Section G. Release From Contract

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

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

Section H. Extended Day Employment

1281 The following provisions shall only apply to those extended day employment contracts that are
1282 for the purposes of classroom instruction or duties directly related to classroom instruction.
1283

1284 **1. Stipend: Supplemental Contracts**

1285 Supplemental contract will be available to staff who meet the required qualifications for
1286 each position. Positions will be available based on funding and will include current job
1287 description and salary. Yearly, the Business Office will compile and make available to
1288 all staff the list of current stipend positions, with job descriptions and salaries. This list
1289 will be updated and notification sent via email as new positions are added and as other
1290 positions are eliminated. A preliminary list will be posted by September 1st of the year.
1291

1292 **2. Agreement and Job Description:** The District shall issue an agreement for each such
1293 job offered and accepted, and shall attach a detailed job description with each such
1294 agreement.
1295

1296 **3. Removal of Agreement Offer:** In the event the District determines not to re-offer an
1297 extended day agreement to an Employee, it shall advise the employee in writing, with
1298 reasons, prior to August 31st.
1299

1300 **4. Not a Condition of Employment:** Neither a determination by the District to offer, or
1301 not to offer extended day employment to an Employee, nor an agreement by an Employee
1302 to accept, or not to accept extended day employment shall be made a condition of
1303 continuous or future employment with the District.
1304

1305 **Section I. School Calendar**
1306

1307 WTLC will develop a maximum of two calendar options based on input from administration,
1308 staff, and high school students. The calendar shall be established before February 29th of year.
1309 The calendar shall conform to the following principles and be presented to the Waterville School
1310 Board for final approval no later than the February board meeting each year.
1311

1312 **1.** The employee work year shall begin no earlier than the Monday before Labor Day.
1313

1314 **2.** Winter break shall include, as a minimum, December 23rd through January 1st.
1315

1316 **3.** Spring break shall be the first full week of April (when compatible with other North
1317 Central Washington Schools).
1318

1319 **4.** There shall be early release for employees on the day before the Thanksgiving &
1320 Christmas Holidays, beginning in the 2014-15 school year.
1321

1322 **ARTICLE IX. CONFLICT RESOLUTION PROCEDURE**
1323

1324 A Conflict Resolution, for purposes of this Agreement, is defined as any dispute between the
1325 WTLC as a collective group or an individual Employee and the District arising out of his/her
1326 employment and involving the interpretation of application of any one or more provisions of this
1327 Agreement.
1328

1329 **1. Conflict Resolution Process:** It is agreed that should any dispute arise, both the
1330 District and the Union will actively pursue the following steps to resolve the dispute:

1331
1332 **a. Pre-Grievance Conference:** The purpose of the pre-grievance conference is
1333 to settle disputes informally. If an employee feels that his/her rights have been
1334 violated, the employee shall contact the involved party who has approved the
1335 action in question within five (5) days of the action, or within five (5) days of
1336 when the employee should reasonably have known of the action, to arrange for a
1337 meeting to take place within five (5) days of such notice. A thorough discussion
1338 of the complaint shall be conducted during the pre-grievance conference in order
1339 to seek grounds for resolution of the problem.

1340
1341 **b. Representation:** The employee may be accompanied by council representative
1342 (CR). The involved party shall have the right to comparable representation. Every
1343 effort shall be made to develop an understanding of the facts and issues in order
1344 to create a climate that will lead to a solution. The involved party may reply orally
1345 to the employee either at the time of the pre-Grievance or within three (3) days if
1346 more investigation is necessary.

1347
1348 **Formal Grievance Process**

1349
1350 **Step 1:** If the problem is not resolved at the pre-Grievance conference, the aggrieved
1351 employee may refer the Grievance, in writing, stating the basis for the Grievance, to the
1352 Building Principal, within three (3) days following receipt of of the involved party's oral
1353 response to the pre-grievance conference. The written Conflict Resolution must be
1354 submitted on approved Conflict Resolution forms and signed by the grievant. The
1355 Building Principal shall answer, in writing, within seven (7) days. (See, Appendix B)

1356
1357 **Step 2:** If the grievance is not resolved in Step 1, the grievance may be referred, in
1358 writing, within seven (7) days, to the superintendent/designee. The written notice shall
1359 include a statement as to why the decision in Sept 1 was not satisfactory. Within ten (10)
1360 days of the date the Conflict Resolution was appealed, the superintendent/designee shall
1361 arrange for a Conflict Resolution adjustment conference with the WTLC and
1362 superintendent/designee. The superintendent/designee and WTLC shall have the right to
1363 include at the conference such individuals, as they deem necessary to develop the facts
1364 and information pertinent to the grievance. Upon conclusion of the conference, the
1365 superintendent/designee shall have five (5) days to provide a written decision, together
1366 with the reasons for the decision to WTLC. The superintendent/designee may, at its
1367 option, notify the WTLC and be afforded an additional five (5) days to confer with
1368 additional personnel as appropriate before publishing the decision to WTLC.

1369
1370 **Step 3Hearing/Arbitration**

1371
1372 **A.** If the grievance is not resolved at Step 2 and in place of Step 3B Arbitration,
1373 the WTLC and the District may mutually elect to pursue resolution of a grievance
1374 by referring it in writing seven (7) days after receipt of the decision at Sept 2 to a
1375 hearing officer who is mutually agreed upon by the District and WTLC. Any
1376 decision by the hearing officer shall be fixed and binding on each party. The
1377 hearing officer shall have no power to add to, subtract from, delete, modify, alter,
1378 or amend any provision of this Agreement. The expense of the hearing officer,
1379 except representation fees and witness compensation (each party assumes their

1380 own representation fees and witness compensation), is to be borne equally by both
1381 parties.

1382
1383 **B.** If the grievance is not resolved at Step 2, and WTLC and the District do not
1384 agree to pursue resolution of the conflict through a hearing office, either WTLC
1385 or the District may, within seven (7) days, request that the grievance be submitted
1386 to arbitration. The District and WTLC will attempt to agree on an arbitrator. In
1387 the event the District and WTLC are unable to agree on an arbitrator, the parties
1388 will submit a request to the American Arbitration Association for the appointment
1389 of an arbitrator. The arbitrator shall have no power to add to, subtract from, delete,
1390 modify, alter, or amend any provisions of this Agreement. The decision of the
1391 arbitrator will be final and binding on each party. The expense of the arbitration,
1392 except representation fees and witness compensation (each party assumes their
1393 own representation fees and witness compensation), is to be borne equally by both
1394 parties.

1395
1396 **C:** Upon mutual agreement, the District and the Council may use mediation
1397 services of the Public Employment Relations Commission (PERC) to assist in
1398 resolving disagreements when circumstances warrant. Such agreement or
1399 disagreement shall have no effect on the consideration or results of a conflict
1400 resolution review and /or arbitration decision.

1401
1402 **1. Employee Untimely Appeal:** If the employee filing the complaint does not follow the
1403 specified time limits the complaint shall be presumed to have been dropped and no longer
1404 subject to the provisions of the conflict resolution procedure herein.

1405
1406 **2. District Failure to Respond:** A conflict resolution request or dispute not responded
1407 to in writing within specified time limits may be advanced to the next step of the conflict
1408 resolution procedure within five (5) days of the last day of the time period during which
1409 a response was to be received.

1410
1411 **3. No Reprisals:** No reprisals of any kind will be taken by the Board or the school
1412 administration against any employee because of his/her participation in the grievance
1413 procedure. Should the investigation or processing of any grievance require that an
1414 employee be released from his/her regular assignment, he/she shall be released without
1415 loss of pay or benefits with prior approval from the superintendent/designee. All
1416 documents, communications, and records dealing with the processing of a conflict
1417 resolution request shall be filed separate from the personnel files of the participant(s).

1418 1419 **ARTICLE X. DURATION OF AGREEMENT**

1420
1421 This Agreement shall be effective as of September 1, 2019 and continue in effect through August
1422 31, 2023. Its terms and conditions shall continue in effect until a successor Agreement is
1423 negotiated. Retroactive pay, where applicable, shall be paid on the first (1st) regular pay day
1424 following execution of this Agreement. Notwithstanding the dates above, any day(s) worked in
1425 August that would otherwise be a part of the new school year shall be covered by the Agreement
1426 during the new school year.

1427

1428 The parties agree there shall be no strike action by certificated employees covered by this
1429 Agreement ~~OBJ:OBJ~~ be any lockout action by the district, while this contract is in effect over any
1430 dispute which arises out of the interpretation or application of this Agreement, or an alleged
1431 violation of the terms of this Agreement. be any lockout action by the district, while this contract
1432 is in effect over any dispute which arises out of the interpretation or application of this
1433 Agreement, or an alleged violation of the terms of this Agreement.

1434
1435 This Agreement shall be opened for the purpose of negotiating a successor contract no later than
1436 May 21, 2020. Each side shall be allowed 2 openers each year, presented no later than May 21th.

1437
1438 The Council and the Board shall simultaneously exchange proposals at the first bargaining
1439 session, for any changes or for any successor.

1440
1441 Any matter that is addressed in the The Agreement that is directly affected by legislative action
1442 shall be open for negotiation in addition to the two openers.

1443 **FOR THE BOARD:**

FOR THE COUNCIL:

1444

1445

1446

1447

1448 _____
Board Chair

_____ WTLC President

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1454 _____
Superintendent

_____ WTLC Negotiations Chair

1455

1456

1457

**APPENDIX A/1.
PAY SCALE**

1458	Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90
1459	0	41,575	42,698	43,861	45,028	48,769	51,179	49,845	53,587	55,999
1460	1	42,135	43,273	44,451	45,669	49,449	51,846	50,399	54,180	56,575
1461	2	42,668	43,817	45,008	46,319	50,089	52,511	50,957	54,726	57,148
1462	3	43,217	44,378	45,581	46,934	50,697	53,177	51,486	55,246	57,727
1463	4	43,756	44,968	46,178	47,578	51,363	53,861	52,040	55,825	58,324
1464	5	45,733	46,243	46,753	48,231	52,001	54,549	52,603	56,376	58,924
1465	6		46,823	47,340	48,891	52,644	55,206	53,181	56,934	59,494
1466	7		47,852	48,380	50,015	53,824	56,456	54,263	58,069	60,703
1467	8		49,403	49,948	51,719	55,578	58,308	55,964	59,825	62,553
1468	9		51,042	51,605	53,440	57,390	60,212	57,684	61,636	64,459
1469	10			53,282	55,250	59,252	62,168	59,496	63,499	66,414
1470	11				57,112	61,202	64,176	61,358	65,449	68,422
1471	12				58,915	63,204	66,267	63,294	67,450	70,514
1472	13					65,255	68,409	65,298	69,501	72,655
1473	14					67,316	70,632	67,361	71,697	74,879
1474	15					69,067	72,470	69,112	73,561	76,826
1475	16					70,448	73,918	70,494	75,032	78,362
1476	17							71,904	76,532	79,929
1477	18							73,342	78,063	81,528
1478	19							74,808	79,624	83,158
1479	20							76,305	81,217	84,821

**APPENDIX A/2
EXTENDED DAY/ADDITIONAL PAY SCHEDULE**

Performance/Competition Music/Choral	\$1,607
	\$19 per hour
SafeSchools Training	\$10 per unit upon completion of all district assigned Mandatory units (training must be completed by November 1 each year to receive stipend)
National Board Certification/Pro Cert	\$600 renewable stipend upon acceptance into a Pro-Certification Program – limited to 5 per year. If not used, the stipend can be used upon acceptance into the National Board Certification program or other advanced degrees or certification programs that are deemed to benefit the District through an application process to the District. The application for access to these funds (except into a Pro-Certification Program) should include employee name, degree, or certification sought, and explanation for how earning the advanced degree or certification will benefit the District. Final decision will be made by the Administrative Team. These funds will not be carried over from year to year and are available on a first-come, first served basis. Teachers accessing these funds will be required to pay program fees and will apply for reimbursement from the District up to the \$600 stipend amount per teacher upon completion of program.
Biodiversity Advisor	\$1000 per year
Educational Competition Teams with Certificated Advisor	Up to 40 hours at \$19 per hour/document time
Retirement/Termination Notification	If intent to retire or end employment with the district is provided in writing (letter of resignation) to the board by the following dates, the following compensation will be given to the employee: December 15 th : 3 Per Diem Days January 15 th : 2 Per Diem Days February 15 th : 1 Per Diem Day

1480

1481 **APPENDIX B. WATERVILLE SCHOOL DISTRICT/WATERVILLE TEACHER'**
1482 **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 in writing?
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)**