

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WILBUR SCHOOL DISTRICT NO. 200

AND

WILBUR TEACHERS ASSOCIATION

SEPTEMBER 1, 2015 - AUGUST 31, 2018

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PREAMBLE

This Agreement is by and between Wilbur Teachers Association, hereinafter called the “Association,” and the Wilbur School District No. 200, in the County of Lincoln, hereinafter called the “Board,” or District.”

ARTICLE I – ADMINISTRATION

Section 1 – Recognition

The District recognizes the Association as the exclusive negotiation representative for all certificated personnel employed or to be employed by the District except for the following:

1. Superintendent;
2. Building principals and vice principals;
3. Confidential employees as defined by state law;
4. Casual substitutes (employed for twenty (20) or less consecutive days or thirty (30) or fewer aggregate days the preceding year).

When used hereinafter, the term “employee,” “certificated employee” or “teacher” shall refer to all certificated employees represented by the Association.

Section 2 – Status of Agreement

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Section 3 – Distribution of Agreement

Within thirty (30) calendar days following ratification and signing of the Agreement, the Association, after formal approval and proofing by both parties, shall print and distribute the Agreement to all bargaining unit members including new teachers. The cost of the printing and distribution shall be borne equally by the District and the Association. Whenever the contract is reopened, the results will be printed with one copy per bargaining unit member and twenty (20) additional copies each for District and Association. There will be joint payment of expenses. Additional copies beyond the above will be provided at the expense of the requesting party.

Section 4 – Contract Compliance

All individual teacher contracts between the District and an employee shall be subject to and consistent with the terms of this Agreement. This Agreement shall control any language contained in an individual teacher contract which is contrary to the terms of this Agreement.

Section 5 – Severability – Conformity to Law

If any provision of this Agreement or application of such provision is found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining portions of the Agreement

shall remain in full force and effect. The parties agree that if a tribunal of competent jurisdiction, including the Public Employment Relations Commission, the State Auditor and/or the Attorney General determines that a contract provision does not comply with the law, the parties agree to promptly reopen such provision for negotiations in an attempt to reach a satisfactory resolution of the provision.

ARTICLE II – BUSINESS

Section 1 – Payroll Deduction and Agency Shop

The Association shall have the right of automatic payroll deduction of regular membership dues and fees for employees upon timely presentation to the District of a duly executed authorization form completed by the employees. Any employee who is a member of the Association or who has applied for membership shall sign and deliver an authorization form to the Association. Such membership authorization shall continue in effect from year to year unless revoked in writing and sent to the Association between August 1 and September 1 of any year.

The Association shall submit a copy of each signed authorization form to the District office for processing not later than thirty (30) days prior to the date on which the District shall be required to deduct dues and fees. Amounts of annual dues deductions and fees shall be made known by the Association to the District not later than the last day of the first week of the school year.

Dues deductions for employees employed after the commencement of the school year shall be appropriately prorated in proportion to the remaining school year.

All certificated employees except casual substitutes as defined in Article I, Section I, shall, as a condition of employment, be a member of the Wilbur Teachers Association (WTA) and its affiliates or will pay an amount equal to the local, state and national dues of the Association to the charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and fees. If the employee and bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission of Washington State shall designate the charitable organization.

Substitute certificated employees who have been employed for greater than twenty (20) consecutive days or greater than thirty (30) aggregate days the preceding school year shall be required as a condition of employment to be a member of the Wilbur Teachers Association (WTA) and its affiliates and pay dues and fees equal to one/one hundred eighty-second of the daily rate of pay for each day actually employed by the District or pay an amount equal to one/one hundred eighty-second of the daily rate of pay for each day actually employed by the District of the local, state and national dues of the Association to the charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay dues. The one/one hundred eighty-second rate is applicable only as long as the State funding for Learning Improvement Days is available. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission of Washington State shall designate the charitable organization.

The District shall enforce this provision by deducting from the salary, payments to members of the bargaining unit, the dues required of membership in the bargaining unit, or for nonmembers thereof, a fee equivalent to such dues.

This provision safeguards the right of non-association of employees based on bona fide religious tenants or teaching of a church or religious body of which such employee is a member. Such

employee shall pay an amount of money equivalent to regular dues and fees to a charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and fees. If the employee and the bargaining representative do not reach agreement on the matter, the Public Employment Relations Commission of Washington shall designate the charitable organization. The employee shall furnish written proof to the WTA that such payment has been made.

The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders or judgments brought or issues against the District as the result of any action taken or not taken by the District pursuant to the proper implementation of the provisions of this Section.

Section 2 – Association Use of Facilities

The Association and its members shall have the right to use school building facilities for meetings out of school hours on the same basis as civic organizations in the District. The same right applies to all other District equipment, property, teacher mail boxes, and use of bulletin boards in the faculty room.

The Board shall place on the agenda of each regular Board meeting any matters brought to its attention by the Association so long as those matters are made known to the Superintendent's office ten (10) days, if possible, prior to said regular meeting.

Section 3 – District/Citizen's Advisory Committees

The District agrees to meet and confer with the Association upon the Association's request relative to providing the Association with information about such committees.

Section 4 – Management Rights

The parties recognize and agree that the parties to this Agreement share a common goal in the educational process to provide a superior educational program within the framework of the limits of available resources. Teaching personnel covered by this Agreement have a continuing professional commitment to the education process, to young people, to employees' colleagues, and to the improvement of the employee's own skills. The Board consists of citizens who are elected by and directly responsible to the community for the total education program. The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly recognize that pursuant to the laws of Washington State, the Board has the responsibility for formulating and implementing policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provision of such Agreement.

The parties agree that the District retains all the customary, usual and exclusive rights, decision making, prerogative, functions and authority connected to the responsibility to manage the affairs of the District, consistent with the laws of Washington State. The District retains all prerogatives,

functions and rights not limited by the terms of this Agreement or by Washington statutes, including RCW 41.59.

ARTICLE III – PERSONNEL

Section 1 – Staff Reduction

In the event that the Board determines that the financial resources of the District will not be adequate to permit the School District to maintain its educational services at the same level for the following school year, the Board will pass a resolution to modify educational program services. The Board shall determine what programs and budget items need to be reduced including reduction of staff. The Board's determination shall be after input from the Administration, the public and the Association and shall be in conjunction with the budget development and approval process. The Board's determination, in terms of program reduction, shall be final and shall not be subject to the grievance procedure of this contract.

Prior to January 10th of each year, the District will provide each certificated employee with a statement of his/her seniority in accordance with the below definition herein, and his/her certification in accordance as noted below in the section, as recorded in his/her District personnel records.

Each certificated employee after viewing the list, shall, prior to January 30th, contact the Superintendent's office if the District's data is incorrect. If incorrect, the employee must provide to the Superintendent proof verifying such employee's public school service in accordance with the seniority definition as noted below in this section. If the statement is not returned by January 30th of the current year, the statement shall be deemed correct.

The final seniority list (including seniority and certificates) will be published and distributed to employees and the Association by February 5th.

“Seniority” shall mean the total amount of regularly contracted (base contract) certificated experience in Washington State public schools, pro-rated by actual FTE worked, as reported annually by law to the state. No employee may earn more than 1.0 FTE in any given contracted year. It is expressly understood that employment as an administrator in a public school setting is not recognized for seniority within the unit. Employees on paid leave will continue to accrue seniority. Employees on unpaid leave will have the seniority accrued at the time they discontinued active service to the District credited to them.

Prior to the implementation of a layoff, the District agrees to meet and confer with the Association regarding the necessity for a staff reduction and to jointly explore alternatives.

The following principles and provisions related to reduction of staff shall be applied.

1. The professional integrity of all certificated staff members who are released from contract status because of District finances shall be protected. Such release of certificated members from contract status shall not in any way reflect on their professional competency.
2. Teachers with valid contracts will not be laid off during any school year.

3. In an effort to eliminate unnecessary non-renewals or involuntary transfers, every reasonable effort shall be made to ascertain the number of certificated positions which will be open as a result of (a) voluntary or mandatory retirements, (b) normal resignations, (c) other transfers, and (d) leaves of absence.
4. Before the implementation of the reduction in force procedure, the entire certificated staff will be offered the opportunity to make written application for a year's leave of absence without pay. Employees granted a leave will retain accrued sick leave benefits and the right to pay 100 percent of the insurance premiums as part of the group medical plan, subject to the approval of the carrier. The leave may be renewed upon request of the employee and the approval of the Board of Directors. Employees returning from such leave will be entitled to all rights and privileges as if they had not been on leave.

All retained employees shall have a valid Washington State Certificate as required by the Superintendent of Public Instruction. Certification shall be determined by the District based upon the Revised Code of Washington (RCW) (State Law) and the Washington Administrative Code (WAC) (State Regulations). An employee shall be deemed qualified for a position if he/she holds the required certificate.

The Administration shall then assign employees. Where there is no available senior employee with valid certification and qualifications to fill an assignment, the next senior employee on the list with valid certification and qualifications shall be assigned to the position. Based upon the employee's seniority, employees shall be retained according to the following qualifications:

1. Certificated employees teaching at the elementary level will automatically qualify to teach any grade level within K-6, as long as they hold the valid certification from the State of Washington.
2. For open positions in grades 7-12, positions will be assigned or filled by transferring currently employed certificated employees within the District subject to the provisions of this agreement and state law and state regulations unless no qualified person is available.

In the case of equality of state seniority, the criteria for determining which employee shall receive the assignment shall be by the following priority:

1. Seniority within the District;
2. Highest degree held;
3. Quarter hours of credit, as determined by SPI for LEAP placement (Such credits and/or clock hours must be earned and recorded in the District office as of the deadline for salary schedule advancement in a given year, to be counted that year);
4. In the event of more than one individual teacher having the same number of credits after applying the above provisions, all teachers so affected shall participate in a lottery to determine position on the seniority list. The Association and all teachers so affected shall

be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a place which will allow all affected teachers and the Association representative to be in attendance.

After assignment has been made, the District shall then list, in order of seniority and including the above tie breakers, the employees remaining for which there is no position to which they could be assigned. By May 15th, these employees shall be issued a notice of Probable Cause of Nonrenewal, in accordance with state law. The District shall provide a list of said employees to the Association.

Employment Pool

The employees non-renewed, in accordance with this provision, shall be placed within an employment pool available for reemployment for any positions which become available and for which they qualify until all employees in the pool have been rehired

In the event that programs are restored, or positions are available, the Board shall follow the following procedures when recalling employees:

1. Employment pool personnel will be offered positions for which they are certified in the reverse order of the layoff, i.e., the last layoff shall be the first recall.
2. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing his/her recall status for any full-time position. It is expressly understood that the failure of an employee to accept a position of less FTE than the position held prior to the layoff shall not remove an employee from the employment pool.
3. When a vacancy occurs for which any person in the employment pool is qualified, notification from the School District to such individual will be made by certified mail or personal contact by the Superintendent or his/her designee. Such individual will have ten (10) days from the receipt of the letter or from the date of personal contact to accept the position.
4. If this senior employee is not available, or does not desire reemployment to the position, then the next most senior qualified employee shall be offered the position.
5. Personnel within the employment pool shall have the obligation of notifying the Superintendent of their address, telephone number, and current employment status.
6. An individual in the employment pool must accept an offered position for which he/she is eligible, pursuant to this Article, or risk being removed from the employment pool at the Superintendent's option, except where noted.

7. In the case that an employee who had previously earned continuing status with the District is being recalled into what would otherwise be a leave replacement contract, the continuing status of that employee shall be maintained, and a continuing contract shall be offered.
8. All employees who have been placed in the employment pool shall be recalled if they hold the appropriate certification, as defined above, for available positions before the Board employs or assigns any additional personnel to fill teaching assignments.
9. At the end of the school year in which any modified educational program is implemented, certificated employees remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified in accordance with the policy. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool shall be reestablished.

Layoff Benefits

1. Employees in the employment pool shall have the right to pay 100 percent of the insurance premiums, subject to the approval of the carrier.
2. All positions of substitute teachers shall be offered to teachers in the pool based on seniority and qualifications as defined in this provision before any other person is offered such a position.
3. All benefits to which a teacher is entitled will be restored starting upon his/her return to active employment (not substitute employment) and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

Employees in the employment pool who refuse an offer of reemployment shall be removed from the employment pool.

Section 2 – Just Cause

- I. No employee shall be disciplined, suspended, discharged, or non-renewed without just and sufficient cause, except pursuant to RCW 28A.320.010 et seq. and RCW 28A.405.010 et seq. The nonrenewal of provisional teachers shall be solely governed by the statutory process and shall not be subject to the grievance procedures. The specific grounds forming the basis for discipline, suspension, discharge or nonrenewal will be made available to the employee in writing.

Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates that action.

Any complaint made against an employee by a parent, student, or other person, shall be promptly called to the attention of the employee within no more than five (5) work

days. Any complaint not called to the attention of the employee shall not be used as a basis for any disciplinary action against the employee.

- II. Appearance Before an Employer: An Employee may exercise his or her rights to representation during any investigatory meeting when the employee reasonably believes that the information he or she gives may be used against him or her. Representation rights are governed by the *Weingarten* rule.

Section 3 – Nondiscrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The private and personal lives of the employees is not within the appropriate concern or attention of the District provided the employee's job performance is not adversely affected.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine and words denoting numbers shall include both the singular and plural.

The District agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, coercion or harassment by the District or any District representative against any employee.

The Association recognizes its responsibilities as bargaining agent and agrees to represent equally all employees in the bargaining unit without discrimination, interference, restraint, coercion or harassment.

Section 4 – Academic Freedom

The parties agree that the Board of Directors, under the direction of statutory authority and the Washington Administrative Code, has the responsibility of causing to be developed and then adopting courses of study and lists of instructional materials. Teachers will be appointed to committees whose purposes shall be to develop courses of study and lists of appropriate instructional materials to be recommended for Board adoption.

Teachers shall be responsible for following established curriculum; however, the method of presentation shall be determined by the teacher. The teacher, while utilizing the established materials and programs, may supplement such established materials and programs as to enrich the educational opportunities for the students.

Controversial Issues

The District shall offer courses of study which will 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 teachers in situations free from prejudice and to form, hold and express their own opinions without personal prejudice or discrimination.

Teachers 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 and the virtue of respect for conflicting opinions.

The District shall support employees who follow these approaches to teaching of controversial issues.

Section 5 – Personnel Files

Employees shall have the right to review by prior appointment all materials in their personnel file. A designee from the District shall be present during this review.

Employees shall have the opportunity to review all materials originating from within the District before they are made a permanent part of their personnel file. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without notification to the employee who will be given the opportunity to attach his or her own comments to the document(s) placed in the personnel file.

Any derogatory material not shown to an employee within fifteen (15) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against the employee. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file with the employee having been provided a copy first and been provided the opportunity to attach his or her own comments. Such written response shall become part of the employee's personnel file.

In addition to personnel files, the District maintains district records as evidence of handling matters related to grievances and potential litigation. These materials are kept separate from the employee's personnel files and cannot be used to discipline employees without following the other provisions of this Agreement related to timelines, due process and progressive discipline.

An employee's supervisor may maintain a supervisory file at his or her worksite. The supervisory file is kept for the purpose of containing material pertinent to the employee's performance and for the completion of the employee's evaluation. Such materials will not be retained beyond completion of the final evaluation and will not be placed in the personnel file.

Upon request, the employee will be allowed copy(s) of materials from his/her file at his/her expense.

An employee may submit a request to the Superintendent for the removal and destruction of any derogatory or deleterious materials any time after three (3) years from the date of inclusion, except as prohibited by law. An employee shall have the right to appeal to the School Board if not satisfied by the results of the request.

Nothing in this Agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested documents.

Section 6 – Evaluation and Probation Procedures and Criteria

I. Teacher Evaluation – Purpose

The parties agree that the following evaluation system for all classroom teachers in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in WAC 392-191A-050:

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

II. QUALIFICATIONS OF EVALUATORS

The term “Evaluator” shall mean the building principal or assistant principal of the classroom teacher being evaluated. The evaluator shall be made known to the classroom teacher within fifteen (15) working days of the beginning of the school year or within fifteen (15) working days of the first day of employment. In the event the teacher being evaluated does not work under the direct supervision of a building principal or assistant principal, a certificated administrator as designated by the Superintendent shall serve as evaluator. A classroom teacher who is assigned to two (2) or more schools shall be assigned a primary evaluator.

If a teacher is transferred to another position, not under the supervisor’s jurisdiction, the final evaluation shall be made by the supervisor at the time of transfer or by the new supervisor. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

Principals and administrators who have evaluation responsibilities shall engage in professional development designed to implement the evaluation system and maximize rater agreement. No teacher shall be evaluated by an administrator who has not been trained in the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. RCW 28A.405.120.

III. DEFINITIONS

- A. The term “Artifacts” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Artifacts should not be created specifically for the evaluation system.
- B. The term “Classroom Teacher” shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teachers” does not include: counselors, librarians, instructional coaches, education specialists, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet this definition. Employees who do not meet the definition of classroom teacher will be evaluated using the evaluation requirements, as per state law and as written in the 2013-2015 Collective Bargaining Agreement.
- C. The term “Component” shall mean the sub-section of each criterion.
- D. The term “Evaluation” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
- E. The term “Evaluation Criteria” shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
- F. The term “Evaluation Report” shall mean that document which becomes a part of the teacher’s personnel file.
- G. The term “Evidence” shall mean any artifact, observed practice or results of the classroom teacher’s work that demonstrates the teacher’s ability and skills in relation to the instructional framework rubric. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher’s level of performance. It should be gathered from the normal course of employment.
- H. The term “Instructional Framework” shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Danielson Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
- I. The term “Not Satisfactory” shall Mean:
 - 1. Provisional Teachers and Non-provisional Teachers with five (5) years or less teaching experience in the State of Washington

- a. Receiving a summative score of one (1) is not considered satisfactory performance.
- 2. Non-provisional Teachers with more than five (5) years teaching experience in the State of Washington.
 - a. Receiving a summative score of Unsatisfactory one (1) is not considered satisfactory performance.
 - b. Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.
- J. The term “Observation” shall mean the gathering of evidence made through classroom or worksite visits for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.
 - 1. A “Formal Observation” shall mean a documented observation that is pre-scheduled.
 - 2. An “Informal Observation” shall mean a documented observation that is not required to be pre-scheduled.
- K. The term “Rubrics” shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
- L. The term “Scoring Band” shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

Level 1 Unsatisfactory	=	8-14
Level 2 Basic	=	15-21
Level 3 Proficient	=	22-28
Level 4 Distinguished	=	29-32

Component scores within a criterion will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

- M. The term “Student Growth” shall mean the change in student achievement in subject-matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.
- N. The term “Student Growth Data” shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures.

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

- O. The term “Summative Performance Ratings” shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient and Level 4 = Distinguished.

IV. Provisional Teachers

- A. Definition: The term “Provisional Teacher” shall mean any teacher in a teaching or other nonsupervisory certificated position. Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the teacher has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a level two (2) rating. This shall include any teacher who is re-employed with the District after a break in service.
- B. Evaluation Option: Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in section 3.12.6 Comprehensive Evaluation Option.
- C. Ninety (90) day Observation: Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
- D. Additional Observations: In the third year of provisional status, teachers shall be observed for a minimum of ninety (90) minutes during the evaluation year.

V. EVALUATION PROCESS

- A. Notification – Within the first fifteen (15) days of each school year, or within fifteen (15) working days of the first day of employment, the classroom teacher will be notified whether the teacher will be evaluated using the comprehensive or focused evaluation system. When appropriate, evaluators may use group meetings for this purpose.
- B. Teacher Self-Assessment – All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator.
- C. Artifacts and Evidence
 - 1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
 - 2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated at the time of the post-observation conference, and be used to determine the final evaluation score.
 - 3. Artifacts should not be created specifically for the evaluation process, but should be "a natural harvest" of products generated in the course of the teacher's practice.
 - 4. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.
- D. Documentation

The District shall adhere to the following:

 - 1. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file and removed after three years.
 - 2. Classroom teachers shall have access to their data collection account in subsequent years as long as they remain employed in the District. Upon separation of employment from the District this account shall be closed and no longer maintained by the District.

3. Evaluators shall notify the teacher of any additional evidence submitted to data collection account within three (3) days.
4. Teachers shall not be required to use the data collection system; an acceptable alternative will be made available.
5. Any and all data entered into the data collection system shall be considered confidential, and not be subject to public disclosure.

E. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, unless it is initiated and submitted by the teacher or mutually agreed to by the evaluator and the teacher. Such recordings shall be used for evaluation purposes only and will not be shared without the teacher's written consent. Recordings of observations shall not be used in disciplinary matters.

VI. COMPREHENSIVE EVALUATION OPTION

A comprehensive evaluation will be required for all teachers who are provisional teachers or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every five (5) years.

A. Professional Goals – Comprehensive Evaluation

Teachers on a comprehensive evaluation will develop professional goals and timelines, will monitor their progress, and make adaptations as needed. The plan will be guided by the teacher's self-assessment or the prior year's comprehensive evaluation and must include the three (3) student growth goals (3.1, 6.1, and 8.1) and one (1) instructional goal. The evaluator and teacher shall mutually agree on the professional growth and development plan and goals for the year.

B. Pre-Observation Conference – Formal Observation

A pre-observation conference shall be held prior to a formal observation or series of observations. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation(s), and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

C. Formal Observations

1. At least one formal observation shall be conducted within the first ninety (90) calendar days for provisional teachers. Non-provisional teachers shall be formally observed within the first ninety (90) workdays of the school year. The first formal observation for both provisional and non-provisional teachers shall be prearranged. The total annual observation time cannot be less than sixty (60) minutes.
2. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
3. As defined in RCW 28A.405.220, teachers in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time of no less than ninety (90) minutes.
4. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the teacher, and on days of an assembly or a modified schedule, unless mutually agreed upon by the teacher and the evaluator.
5. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework.
6. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the observation document prior to or during the post-observation conference and be used to determine the final evaluation score.
7. The final formal observation shall occur prior to May 1st.

D. Post-Observation Conference – Formal Observation

The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.

A post-observation conference shall be held within five (5) days following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time

increments, only one post-observation conference will be required for that series of observations.

If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.

E. Informal Observations

1. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
2. If the evidence is to be used in the evaluation process, the teacher will be notified in writing.
3. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and support of professional growth of teachers, which shall not be used as the basis for teacher evaluations.

F. Final Summative Evaluation Conference

1. Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date.
3. If the evaluator judges the teacher be below Proficient the evaluator must articulate multiple points of evidence that deemed the score less than Proficient.
4. When a final summative score is below Proficient and the teacher believes certain teacher evaluator evidence was not considered and/or the criteria were not objectively scored the teacher and shall mutually agree on one of the following:
 - a. An additional formal observation by June 1st.
 - b. An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the Association and the District.

- c. Assignment of a new evaluator for the ensuing school year.
 - d. An additional observation by a different evaluator.
5. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
 6. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
 7. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within three (3) days.
 8. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Personnel Office; or the comments may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.

G. Comprehensive Evaluation Summative Score

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher's criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 392-191A-090.

The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follow:

Level 1 – Unsatisfactory	=	8-14
Level 2 – Basic	=	15-21
Level 3 – Proficient	=	22-28
Level 4 – Distinguished	=	29-32

H. Student Growth Impact Rating

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1,

SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the teacher is given a score of low, average, or high based on the scores below.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher's student growth impact rating.

The following scoring band will be used to determine the student growth impact rating.

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

I. Impact of Low Student Growth Score

A student growth score of "1" in any of the student growth rubrics (SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1) will result in an overall low student growth impact rating.

A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with the evaluator, in a student growth inquiry.

J. Student Growth Inquiry

Within two months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps.

The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided. If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.

If after the above two examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development plan to address student growth areas, a copy of which will be given to the teacher. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement and progress, and/or best practices related to student growth data collection and interpretation.

VII FOCUSED EVALUATION PROCESS

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher may select from any of the eight (8) state criterion for each year they are assessed using the Focused Evaluation. If the teacher selects criterion 3, 6, or 8, the student growth rubrics within those criterion shall be scored. If criterion 1, 2, 4, 5, or 7 is chosen, the teacher must complete the student growth components in criterion 3 or 6 as per WAC 392-191A-120.

The teacher will develop a plan based on a self-assessment of the selected criteria, develop written professional goals and timelines, monitor progress and make adaptations as needed. The evaluator and teacher shall mutually agree on the teacher's professional goal(s) for the year.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur prior to February 1st. A change to comprehensive evaluation must be preceded by a least one (1) meeting to discuss the need to change, an opportunity for response and the decision.

A. Observations and Conferences

Observations and conferences for the focused evaluation shall follow the process set forth in Paragraph 3.12.6 2-5 (with the exception of 3.12.6-3.c – provisional employees).

B. Final Summative Score – Focused Evaluation

The score received for the selected criterion is the score assigned as the final summative score (Distinguished = 4, Proficient = 3, Basic = 2, Unsatisfactory = 1).

If the teacher is focusing on criterion one (1), two (2), five (5), six (6), and eight (8) a minimum of 50% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation. For criterion eight (8), only the one student growth goal will be scored.

If the teacher is focusing on criterion three (3), four (4), and seven (7) 100% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation.

Components scores within a criterion, and the included student growth scores, will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

VIII SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. Prior to the start of school, the Association will be notified if a continuing contract teacher with five (5) or more years of teaching, is judged below Proficient (-3).
- B. When a teacher's summative score falls below Proficient, at least one of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:
 - 1. The teacher shall be granted up to five (5) days of district funded release time to observe colleagues' instruction.
 - 2. The teacher shall be granted an additional/alternative certificated employee evaluator.
 - 3. The teacher will be assigned to only one (1) work location, i.e., one classroom.
 - 4. A mentor will be assigned.
 - 5. The teacher may choose to participate in a voluntary structured support plan.
 - 6. Additional supports may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A-405-140).

In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1st Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

IX PROBATION

- A. Purpose: The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.200.
- B. Not Satisfactory: Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative score of one (1) are considered not satisfactory.

Continuing contract teachers with five (5) or more years of teaching experience in the state of Washington receiving a summative score of two (2) for two years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.

Teachers may only be placed on probation from the Comprehensive Evaluation Process.

- C. Notice: At any time after October 15th, a teacher whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 20th of the academic year. The notice to the teacher shall be signed by the Superintendent/Designee.
- D. Probationary Period: A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 1st of the same school year.
- E. Regular Meetings and Assistance: During the probationary period the evaluator shall meet with the teacher twice monthly to supervise and make written evaluations of the progress made by the teacher.

The principal or supervisor may authorize one additional certificated administrator to evaluate and assist the teacher in improving his or her areas of deficiency. Should the evaluator or supervisor not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.

A teacher on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

- F. Transfers: The teacher may not be transferred from the supervision of the original evaluator during the period of probation. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district may occur.
- G. Removal From Probationary Status: The teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract teacher with five or fewer years of experience or of Level 3 or above for a continuing contract teacher with more than five years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than May 15.
- H. Failure to Improve: If the probationary teacher has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes ground for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405. 300.

Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under 3.12.8 (e) above, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term.

- I. Procedural Errors: If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- J. Provisional Teachers: Provisional Teachers whose performance is deemed unsatisfactory shall be placed on probation in accordance with state law. If non-renewed, a provisional teacher shall have access to the grievance process only up through Step III.

X. GENERAL REQUIREMENTS

- A. Work Site Limit: All observations for the purpose of evaluation must be conducted with the knowledge of the teacher at the teacher's normal work site.

- B. Signatures: The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the teacher, provided that the teacher's signature shall indicate only that he/she has received a copy of the observation and/or evaluation report, not that he/she necessarily agrees with its content.
- C. Copy and Response: A copy of each observation shall be given to the observed teacher within five (5) working days of the observation. A copy of the evaluation shall be given to the teacher by June 1. Within seven (7) days, the teacher may submit written comments concerning the report which shall be attached to the report in the teacher's file.
- D. Principals' Yearly Evaluation Files: The principal's yearly evaluation files shall be purged at the end of each school year or no later than June 30.
- E. Surprise Bar: Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the teacher in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

XI. USE OF EVALUATION RESULTS

Evaluation results shall be private and confidential and shall be used:

- A. To Document Satisfactory Performance: To document the satisfactory performance by a teacher of his/her assigned duties;
- B. To Identify Areas for Professional Growth: To identify area(s) for professional growth according to the criteria included on the evaluation instrument;
- C. To Document Unsatisfactory Performance: To document performance by a teacher judged unsatisfactory, based on the adopted evaluation criteria.

XII. Probation

- A. Principal's Report – In the event that a principal determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the principal shall report the same in writing to the Superintendent at any time after October 15th but no later than February 1st. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of paragraph above.

2. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.
- B. Establishment of Probationary Period – If the Superintendent concurs with the principal’s judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning at any time after October 15th but no later than February 1st and ending on May 1st. On or before February 1, the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:
1. Specific areas of performance deficiencies;
 2. A suggested specific and reasonable program for improvement;
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- C. Evaluation During the Probationary Period
1. At or about the time of the delivery of a probationary letter, the principal shall hold a personal conference with the probationary employee to discuss performance deficiencies and remedial measures to be taken. After that conference, the principal shall develop a plan to implement measures discussed at the personal conference. In connection with the development of such a plan, consideration shall be given to utilizing the services of available resource persons.
 2. During the probationary period, the principal shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraph 1 and 2 above shall apply to the documentation of evaluation reports during the probationary period.
 3. The probationary employee shall be removed from probation at any time if he/she demonstrates improvement to the satisfaction of the principal in those areas specifically detailed in his/her notice of probation.
- D. Supervisor’s Post-Probation Report – Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status or;
 2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.
- E. Action by the Superintendent – Following a review of all reports submitted pursuant to paragraph III-D above, the Superintendent shall determine which of the alternative courses of action to implement such determination. In the event the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the nonrenewal of the nonrenewal of the employee on or before May 15.
- F. Implementation of the Law – Should any conflict arise between this Article and the law, the law shall be controlling.

Section 7 – Staff Protection

The District shall provide insurance coverage for employees for replacement of personal property damaged or destroyed in the maintenance of order and discipline within the District as provided by RCW 28A.400.370 and other applicable statutes.

Section 8 – Employment Assignment and Transfer

The District shall have the right to hire, assign and transfer the personnel of the District to meet the educational program and needs of the District.

The District will post notices of vacant or newly created positions as soon as they are known. Existing employees, provided the employees possess the necessary qualifications (a major, minor or two (2) years' experience in the teaching area), will be able to apply for voluntary transfer to any such position. Requests for voluntary transfer must be received no later than one (1) week from the date of posting and the District agrees to consider any such requests prior to hiring any new personnel. During the summer vacation, the notice will be mailed to the employees' last known addresses.

The District agrees to consider the desires and qualifications of any affected employee prior to implementing an involuntary transfer.

Certificated employees shall be notified in writing of any anticipated teacher assignments for the forthcoming school year at the time new contracts are issued or at the close of the current school year, whichever shall be earlier. Certificated employees shall be notified of special assignments as soon as they are known. In the event teaching assignments are changed, certificated employees shall be notified of such change in assignments as soon as they are known. The District will attempt not to require an employee to teach a class or subject that is outside the employee's major or minor area of preparation or for which the employee has not had two (2) years of experience.

Section 9 – Individual Contract

Each employee shall be issued an individual employment contract, which will be renewed or non-renewed by the District each year pursuant to the continuing contract laws of the State of Washington State. All individual employment contracts shall be subject to and consistent with the Washington State statutes and the expressed terms of the Agreement.

Supplemental contracts shall also be subject to and consistent with Washington State Law and the expressed terms and conditions of this Agreement. It is expressly understood that supplemental contracts have no continuing contract rights. The District shall issue supplemental contracts and advise teachers in writing not later than June 1, if the individual supplemental employee contract will not be offered for the next school year.

Should the District issue contracts prior to ratification of a collective bargaining agreement between the District and the Association, then contracts shall be based on the salary schedule currently in effect, together with the inclusion of a rider specifying that salaries will be adjusted in conformity with the agreements reached between the District and the Association, including agreement as to the effective date of salary increases.

The employee shall sign all copies of the contract(s) and return the contract(s) to the District with the exception of the employee's copy. A copy of any rider will be retained by the employee.

The individual contract form attached to this Agreement as Appendix B will be utilized for all employees. The supplemental contract form attached to this Agreement as Appendix C will be utilized for all employees.

Section 10 – Employee Work Day

The employee work day for all certificated employees will be seven and one-half consecutive hours (7:40 a.m. to 3:10 p.m.) Monday through Friday including a continuous thirty (30) minute duty-free lunch period. Staff in-service early outs will conclude at 3:10 p.m. Per diem rates will be figured on a seven and one-half (7 ½) hour day.

By agreement of the Building Administrator and two-thirds (2/3) of the building staff, the seven and one half (7 ½) hour work day may be shifted forward or back one-half (1/2) hour. In the case of an emergency or in other circumstances, with the Building Administrator's prior approval, a teacher shall be dismissed early. In regard to delayed opening and/or early dismissal days, the work day for certificated employees may begin thirty (30) minutes before the scheduled student

starting time and may end thirty (30) minutes after the scheduled student dismissal time on that day.

Secondary employees will be provided a continuous forty-five (45) minute duty-free preparation period during the student school day. If the district is unable to provide a substitute for an employee absence, the employee requested or approved by the building administrator to cover the class for the absent employee shall be paid for lost planning time at the rate of twenty-five dollars (\$25) per planning period. Coverage less than ten (10) minutes shall not be compensated. However, coverage beyond ten (10) minutes in duration shall be compensated retroactive to the start of the coverage.

Elementary employees will be provided with two hundred twenty-five (225) minutes per week of duty-free preparation time and such preparation time will, to the fullest extent possible, be during the student school day and in continuous blocks of time on a daily basis. It is understood that the District can continue to utilize recess time and specialist time to help implement this provision. Elementary employees will be provided a continuous forty-five (45) minute duty-free preparation period during the student day provided all of the following are in place:

- A. Successful passage of the Maintenance and Operations levy.
- B. The K-3 Funding Formula is in operation at the current level.
- C. The Small School Funding Formula is in operation at the current level.
- D. The School District is able to utilize sufficient staff provided by the Small School Funding Formula to ensure the forty-five (45) minutes preparation period.

Section 11 – Salary Placement

The basic salary schedule for each respective school year is Appendix E of this Agreement. The supplemental salary schedule is Appendix F of this Agreement. Employees shall be properly compensated according to these schedules. The criteria used by OSPI for placement and advancement on the State Allocation Model shall be applied. Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, or the subsequent pay period at the latest.

Placement of new employees on the salary schedule:

All new employees will be placed on the salary schedule in accordance with OSPI rules and regulations.

Increments for experience, education, Master's, and Doctorate degree will be in accordance with the index shown on the state LEAP schedule which is the same as the District salary schedule.

Education credits:

Education credits will be granted for clock hours or credits from a four-year degree-granting institution or other SPI approved agencies and for courses taken at community colleges or classes accepted by SPI or SBE for college or clock hour credit.

Credit for education experience shall be given automatically when evidence of such credit is filed with the District. Such evidence should be in the form of official college or SPI-approved agency transcript letter or report for credit in-service or clock hours and should be filed with the District's Business Office no later than September 30th. If, for some circumstance beyond the control of the employee, the college transcripts or reports are not available and the District has been notified by the college or credit-granting institution of the credit granted that official documentation is forthcoming, the employee shall be granted the allowance for credit.

Experience credits:

Credit shall be given for experience and will be granted in accordance with SPI rules.

Experience credit shall be given for military, Peace Corps, VISTA, or sabbatical experience that interrupts teaching in accordance with SPI rules. For vocational instructors who hold no degree, experience will be granted in accordance with SPI rules.

Out-of-State Credit:

Employees hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired from within the state or those presently working for the District.

College credit eligible for the District reimbursement of Four Hundred Dollars (\$400) must be approved by the Superintendent or his/her designee prior to the teacher's obtaining the credits necessary. The District shall pay up to Four Hundred and No/100 Dollars (\$400) annually to employees as and for tuition reimbursement or other fees, such as National Board Certification that are directly related to their teaching assignment or preparation for new areas of study if approved by the District. Two Hundred Dollars (\$200) of the \$400 may be carried over to succeeding year, with the total allowance not to exceed Eight Hundred Dollars (\$800) for three years. Carryover tuition dollars must be expended prior to spending the new year's allotted tuition dollars.

In the event the District provides reimbursement for tuition, the employee shall agree to return to the District to teach during the following school year. If, for any reason, the employee does not return to the District to teach during the following school year, and the District has advanced the funds as tuition reimbursement, then the employee shall be obligated to repay the tuition reimbursement to the District and the District is authorized to deduct such amount from the employee's warrant.

The employee is required to have on file with the District, on or before September 15, official transcripts reflecting satisfactory completion of the credits required by this Section in order to obtain advancement or full salary increase during such school year.

All employees who plan to leave the School District at the completion of their regular contract year shall be offered a \$1,000 grant to be paid in a single installment. The purpose of this grant is to enlist the assistance of employees in providing for an orderly transition from one school year to the next. In return for this grant, employees are requested to leave their room and equipment in good order and to provide the replacement employees with inventories and information necessary for them to assume the duties of their new assignment. Employees may also be asked to participate in an exit conference with the person who will be filling the position. These responsibilities shall be completed by June 30 of the current school year. In order to receive the grant, employees must signify their intent to leave the School District through a formal letter of resignation submitted to the Board of Directors no later than February 1 of the school year in which they intend to resign.

Section 12 – Fringe Benefits

Insurance benefits will be at the State allocated amount less any amount the District is required to remit to the State Health Care Authority for the Retired School Employees Subsidy Account, with the following exception: The District shall pay the designated amount to the state health care authority for the retiree supplement (carve out) for each year of this agreement through August 31, 2015. Any employees who are less than full time equivalent employees shall receive a prorated contribution toward the employee's health insurance based on the employee's prorated full time equivalency. Funds not utilized by any particular employee shall be available for use by any other employee covered by this Agreement.

For purposes of complying with RCW 28A.400.275, the District and Association agree that either party may request to meet to bargain over any impacts to changes in employee benefits.

The District shall provide an IRS Section 125 Plan for pretax insurance contributions in excess of the above amounts. This shall be established, administered, and communicated to employees by the District at no cost to the employees.

The District shall allow for continuation of group insurance privileges under COBRA guidelines, at employee expense, for those separated from the District, so long as the COBRA program is available. This shall be at no expense to the employer. This same benefit shall be offered to employees on leave of absence.

Section 13 – Transportation Reimbursement

In the event that the District requests an employee to utilize the employee's private vehicle in the scope of the employee's employment, then the employee shall be reimbursed for travel at the rate established by ESD No. 101.

Section 14 – Leaves

A. Sick and Emergency Leave

Twelve (12) days per year for illness, injury, maternity or emergency shall be granted.

Absence on any one (1) day for three and three-quarter ($3\frac{3}{4}$) hours but fewer than seven and one-half ($7\frac{1}{2}$) hours shall be charged as one (1) full day of sick leave; absences on any day for fewer than three and three-quarter ($3\frac{3}{4}$) hours shall be charged in a one-half ($1/2$) day increment. When a teacher is absent for one (1) or two (2) hours and is replaced by another staff member paid at the hourly rate, the absent teacher should:

- Be charged only for the time he/she is absent rather than on a half day basis providing the District did not need to pay for a half-day substitute
- Complete and deliver to the office the paper leave request as soon in advance as possible in instances other than sudden illness

Absence of more than five (5) consecutive days under sick leave requires a doctor's or physician's letter of confirmation. The District may question use of sick leave for absences of eight (8) days or greater during any calendar month. Each employee's portion of unused sick leave allowance shall accumulate from year to year without limit.

Annual Sick Leave Cash Out, Cash Out at Retirement and Conversion of Sick Leave at Retirement (VEBA)

A sick leave buy-back program consistent with statutory authorization will be implemented. Within the limits of the law, on or about January 1 of each school year, the employee may cash in up to twelve (12) days per year for any unused sick leave above an accumulation of sixty (60) days at a ratio of one day's pay for four (4) accumulated sick leave days. In addition, as authorized by law, the employee may cash in up to a total of 180 days accumulation of unused leave at retirement or death at a rate of one day's pay for four days of accumulated sick leave.

Emergency leave shall be allowed for serious illness or injury or death in the employee's immediate family. Employee's immediate family shall be defined as parents, children, spouse, siblings, parents-in-law, grandchildren and grandparents or other individuals who permanently reside with the employee. Serious illness or injury in the immediate family shall mean surgical operations and in-hospital emergency treatment.

An employee who is unable to perform the employee's duties because of personal illness, disability or other emergency may, at the Board of Directors discretion, be granted leave of absence at the exhaustion of accumulated sick leave, with or without pay, for up to one (1) year. An employee granted leave of absence shall be reinstated to the employee's former position upon return to full employment.

B. Leave Sharing

Members of the Association who qualify may, at their own request, voluntarily contribute to a sick leave pool. An employee who has an accrued sick leave balance of more than sixty (60) days is allowed to transfer sick leave to another employee. Employees cannot donate sick leave days that would result in his/her sick leave account going below sixty (60) days.

Sick leave days may be donated to a specific staff member or to a general sick leave pool from which members may request sick leave days after having exhausted their sick leave. Operation of the sick leave pool will be as RCW 41.04.666 allows.

An individual may donate up to a maximum of six (6) days per recipient per school year.

An individual eligible for leave sharing may request leave sharing a maximum of once per calendar year.

C. Maternity Leave

Maternity Leave with pay is available for employees connected with the legally established disability period of the employee that is related to the birth of a child. Such maternity leave shall be deducted from the employee's leave balance, provided the employee may choose how much of accumulated annual leave may be applied for the period of disability as established by law.

Notice to the District of an employee's intent to use maternity leave shall be no different than for any other illness or disability. The employee and her doctor will determine when the beginning and end of the leave will occur.

In the event annual leave has been exhausted, or the employee has used as much of her annual leave as she chose to use, then the employee shall, for the duration of the employee's disability, be granted a leave of absence without pay as stated under the Annual Leave provision.

A leave of absence shall be granted without pay, to an employee upon request for a period of time not to exceed one (1) year. To facilitate an orderly selection of a replacement, the employee shall notify the Superintendent of her intention to request maternity leave in a reasonable and timely manner. Within thirty (30) days after childbirth, the employee shall inform the District of the specific date when she will return to work. The employee's sick leave benefits may cover the period of temporary disability. The period of temporary disability (dates and number of days) must be verified in writing by the employee's personal physician.

An employee returning from maternity leave shall be assigned to her previous or a similar position.

D. Paternity Leave

Paternity leave with pay is available for employees connected with the birth of a child. The leave will be deducted from the employee's leave balance and cannot exceed twelve (12) days per year.

E. Child Rearing Leave

An employee shall be allowed up to one (1) year of unpaid leave for the purpose of child rearing a natural or adopted child. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

F. Adoption Leave

Adoption leave with pay is available for employees to complete the adoption process. The leave will be deducted from the employee's leave balance and cannot exceed twelve (12) days per year. Such leave may be used for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours or to successfully transition the adopted child into the family.

G. Jury Duty Leave

Leaves of absence shall be authorized by the Superintendent for jury duty. Teachers may secure support from the Superintendent in seeking relief from jury duty when it interferes with professional obligations to the teaching assignment. When the continuity of educational services will be affected by not being able to secure a qualified certificated substitute, the District may exercise the right to seek the release of the teacher from jury duty. There will be no deduction in pay for jury duty absence on the condition that any fees received for services performed during working hours shall be remitted to the district. When the teacher is released from jury duty, the teacher shall be required to promptly report to his or her assigned teaching position.

H. Military Leave

Employees shall be granted military leaves of absence when required by law under RCW 38.40.060 and/or the Uniformed Services Employment and reemployment Rights Act. The individual requiring such leave shall present to the Superintendent valid orders from the appropriate military authorities showing date and place of reporting, length of tour of duty, and anticipated date of return to the District. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District.

I. Attendance at Professional Meetings and Conferences

Attendance at professional meetings and conferences with pay and with reimbursement of reasonable travel, lodging, and meal expenditures may be granted employees to attend professional meetings or visit other schools when approved by the Superintendent. Only 2 non-District assigned professional leave days will be allowed per contract year when substitute pay is covered by the District. Professional leave days with substitute pay reimbursed to the District will be considered separately.

J. Personal Leave

Two (2) personal leave days with pay shall be granted employees. One day of unused personal leave may be carried over annually for a maximum of three (3) days per year. After five (5) years of service in the District, two (2) days of unused personal leave days may be carried over annually for a maximum of four (4) days per year. After ten (10) years of service in the District, three (3) personal leave days with pay shall be granted employees. Two (2) days of unused personal leave days may be carried over annually for a maximum of five (5) days per year. Personal leave may be used for personal, business, household, or family matters, which requires absence during employment hours. Notification shall be made to the employee's immediate supervisor (except in cases of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section.

During the first and last week of school, teachers will be granted personal leave on a case by case basis as approved by the principal, superintendent or his/her designee.

K. Bereavement Leave

Each employee shall be granted annually up to five (5) days of bereavement leave with pay, to attend the funeral and/or memorial services of the following: spouse, parents, children, grandparents, siblings, grandchildren, parents-in-law, brother and sisters-in-law, and sons and daughters-in-law.

Bereavement leave shall be non-accumulative.

Additions to the above listed may be granted at the discretion of the Superintendent.

L. Leave of Absence without Pay

An employee may request a leave of absence for up to one (1) year by written request to the Superintendent. The Superintendent shall consider the needs of the District with respect to the educational program in considering a recommendation to the Board for the granting of this type of leave. No salary increment shall be earned during a leave of absence unless the leave entails a teaching experience in another district within the State of Washington for a period of one (1) school year. This leave may be used for study, travel, recuperation, teaching in another school district, working in a professionally related field, Association or Association related business. Upon return from leave, the teacher shall be placed in the position last held or in a similar position in the District. Upon request by the teacher, such leave may be renewed for up to one (1) additional year, upon approval by the Board. Any teacher desiring professional leave must submit a written request to the Superintendent prior to February 1 of the school year prior to the year for which professional leave is desired. The request shall specify the reasons for which leave is requested and give specific plans and endeavors.

M. Leave without Pay

The Superintendent may, within his/her discretion, grant an employee leave without pay. Consideration will be given to unforeseen and/or unplanned circumstances, availability of substitutes, availability of other leave options, and the duration or frequency of leave without pay requests from the same employee.

Section 15 – Teacher’s Work Year

The calendar for the school year(s) covered by this Agreement is set forth in Appendix G which is attached hereto and incorporated herein by this reference. The District shall set the employee work calendar each year prior to June 1. The employee work year will be 180 days, plus any state-funded Learning Improvement Days. Any state-funded and required Learning Improvement Days are mandatory attendance days.

If the calendar has to be altered due to inclement weather or other emergencies, the first day(s) would be made up on any designated snow day(s), the next five (5) days would be made up at the end of the school year. If more days are needed to be made up, they would be made up at either the beginning or the end of spring vacation. (Appendix G attached) The graduation date will be set by the Board.

The District will provide for an orientation day to assist the new employee in becoming acquainted with Wilbur School District. Orientation day will be the week day two days preceding the opening day of school. Attendance on orientation day will be voluntary. New employees will receive no salary or other reimbursement for attending orientation day.

Section 16 – Additional Days

An employee’s work year will begin one (1) day before students are to arrive for the start of school. Attendance shall be mandatory and employees will be paid at their per diem rate of pay.

The District will make available to employees four (4) days for planning on an FTE basis. These planning days may be taken before the beginning of the school year, at the close of the school year, or with other arrangements made with administrative approval. They must be scheduled, approved, and worked on a half- or whole-day basis. Planning days shall be voluntary. Employees shall be paid for three (3) additional days: one (1) summer training day, one (1) professional development day (training, planning, open house), and one (1) collaboration day. In the event of a double levy failure, the District reserves the right to reduce one or more of the three (3) “additional” days as described in the above paragraph. Employees shall be paid at their per diem rate of pay for each day worked.

The CTE Business teacher receives 8 additional days that must be scheduled, approved through their supervisor and worked on a ½ or full day basis.

ARTICLE IV – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 – Student Discipline

The District shall expect acceptable behavior on the part of all students and shall support and uphold employees in their discipline efforts. Consistent with RCW 28A.600.020, the District will develop a student discipline policy. As soon as practicable, after the development of such policy, the District will provide information for all employees concerning the policy as well as employee rights under applicable statutes.

Upon request by either party, the building principal and his/her staff will meet to review building disciplinary standards and enforcement policy.

Section 2 – Teacher Work Load

The pupil-teacher ratio shall not exceed an average of thirty students to one full-time equivalent certificated employee. For the purposes of this Section, a full-time equivalent certificated employee shall be computed on the basis of time spent in the classroom.

At the elementary level, if any self-contained classroom exceeds thirty students per class, or thirty-five students per class in traditional large group situations; or at the secondary level, if any self-contained classroom exceeds thirty students per class or forty students per class in traditional large group situation, then the District, after consultation with the affected teacher, may implement a variety of solutions to alleviate the problem including, but not limited to, one or more of the following:

1. Hire additional staff,
2. Create combination rooms,
3. Assign teacher aides
4. Schedule change.

In the event there is a combination class, the principal and teacher will meet to determine if or what additional assistance or changes are necessary.

Section 3 – Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the teacher.

- B. The teacher shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 4 – Strikes and Lockouts

The Association and/or the employees, as individuals or as a group, will not strike or participate in, or honor any strike, work stoppage, slowdown, or picketing during the term of the Agreement while the employees are acting in the course of the employee's employment.

There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the term of this Agreement.

ARTICLE V – GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of teachers of the Wilbur School District at the lowest possible level.

B. Definitions

1. “Grievance” means a claim based upon an event or condition which affects the conditions or circumstances under which an individual works, allegedly caused by misinterpretation or inequitable application of the terms of this negotiated Agreement between the Board and the Association.
2. “Grievant” means a teacher or group of teachers having a grievance or the Association.
3. Words denoting gender shall include both masculine and feminine.
4. Whenever “day” or “days” are mentioned herein, they shall refer to school days during the school term and weekdays during the summer recess unless a different meaning is clearly indicated (exclusive of Saturday, Sunday and holidays).
5. Grievance of Board Policy – The grievance procedure may also be utilized to resolve disputes in the inequitable application of Board policy. When this is done, only the first three steps of the grievance procedure shall be used.

C. Procedures

The adjustment of grievance shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Failure by the grievant to comply with a time limit shall cause the grievance to be waived. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and the person or persons by whom the employee’s grievance is being considered.

LEVEL I

A grievant shall first take up his/her grievance with his/her immediate supervisor in informal conference within twenty (20) days of knowledge of the occurrence of the alleged grievance. Every effort shall be made to adjust the grievance in an informal manner. If the grievant is dissatisfied with the outcome of the initial private conference(s), he/she may request in writing (see Appendix H) a formal conference with his/her immediate supervisor at which time, or at any subsequent level of appeal, he/she may be accompanied by a representative and other relevant witnesses. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a

solution. The formal conference shall occur within seven (7) school days of the written request or within twenty (20) days of the informal conference. A written response shall be provided by the supervisor to the grievant within seven (7) days of the Level I meeting.

LEVEL II

In the event that the grievant is not satisfied with the disposition of his/her grievance at Level I, or in the event that no decision is reached within seven (7) school days after the presentation of the grievance, he/she may within seven (7) school days appeal the matter in writing to the Superintendent of Schools. The Superintendent or his/her designated representative shall confer with the grievant within seven (7) days in an effort to meet a satisfactory solution. A written response shall be provided by the Superintendent to the grievant within seven (7) days of the Level II meeting.

GRIEVANCE MEDIATION

Either party may notify the other in writing within seven (7) school days of the conclusion of Level II of its desire to refer a grievance to mediation. The other party shall respond within seven (7) school days of receipt of the written notification whether or not it agrees to mediation of the grievance.

The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timeliness and procedures contained within the grievance procedure of the Collective Bargaining Agreement which provide for the submission of a grievance to binding arbitration shall be held in abeyance until such time as written notification of appeal is provided by the Association to the District in accordance with Level IV, paragraph A.

Within seven (7) working days following the agreement of the District and the Association to mediate the grievance, the Association shall so notify Mediation Research & Education Project, Inc. (MREP). MREP shall schedule a mediation conference at the earliest possible date in consultation with the parties. Either the parties or the MREP will appoint a mediator from the panel of neutrals formally trained in mediation of grievances. The MREP will notify the mediator of his/her appointment and determine his/her willingness to serve. Mediation conferences will take place at a mutually convenient time and location.

The grievant shall have the right to be present at the mediation conference.

There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference and others will be encouraged to participate as necessary.

The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

The presentation of facts and considerations shall not be limited to those presented at lower levels of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her and be actively involved with the parties.

Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

The mediator shall provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the Collective Bargaining Agreement, together with the reasons for his/her decision unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting and applying the provisions of the Collective Bargaining Agreement.

The fees and expenses of the mediator and the Administrative office shall be shared equally by the parties.

Binding Arbitration

If no settlement is reached at mediation, the grievance may be appealed to arbitration by the Association. Written notice of such appeal must be made by the Association to the Superintendent seven (7) working days following the termination of the mediation conference.

Neither parties may in arbitration acknowledge that a mediation attempt occurred or use any information obtained in mediation which was not previously known.

LEVEL III

This level shall only be used for grievance of Board policy. If the grievance has not been adjusted to the satisfaction of the grievant within seven (7) school days after the grievance was first taken up with the Superintendent or his/her designated representative under Level II, then the grievant may request a meeting with the Board of Directors for the purposes of adjustment of the grievance by submitting a written request.

The Board of Directors will, within fifteen (15) days after receipt of the written request, confer with the grievant and within seven (7) additional school days render a decision to be submitted to the grievant in writing which will be the Board's disposition of the grievance.

LEVEL IV -- Binding Arbitration

- A. If the grievance has not been adjusted to the satisfaction of the grievant at Level II, or if no decision has been rendered within twenty (20) days after he/she had first met with the Superintendent, he/she may, within seven (7) school days after a decision by the Superintendent, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may give written notice to the Superintendent, within ten (10) days after receipt of the request from the grievant, to submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- B. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) under voluntary rules by either party.
- C. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision, if possible, not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitration will be without power of authority to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- D. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

SUPPLEMENTAL CONDITIONS:

- A. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of the grievance, are urged to testify with full assurance that no reprisal will follow by reason of such participation. Any employee who is the grievant or who is necessary as a witness shall be released for attendance at the arbitration proceeding with pay and benefits. Arbitration proceedings shall be

scheduled at mutually agreeable times and witnesses shall be released as necessary to conduct an orderly proceeding and the educational program.

- B. At each level of the procedure for adjusting grievances after the initial informal conference(s) with his/her immediate administrative superior, the grievant shall be entitled to be accompanied by a representative and relevant witnesses who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.

PROVIDED: That any teacher at any time may present his/her grievance to the employer and have such grievance adjusted without the intervention of the Association, as long as such representative has been given an opportunity to be present at that adjustment and made its views known, and as long as the adjustment is not inconsistent with the terms of the Agreement then in effect.

- C. The District will cooperate with the Association in the investigation of any grievance.
- D. Personnel Files:
All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files in District records as evidence of its handling of the matter.
- E. The grievance procedure shall not apply to assignments, to administrative or supervisory positions. Nonrenewal of provisional employees shall not be subject to the grievance procedure. Procedural matters relating to evaluation and placement of non-provisional employees on probation shall be subject to the grievance procedure. Concerning nonrenewal, discharge or other adverse affect of contract, the employee shall have the option to use either the grievance procedure or RCW 28A.405.310 as a remedy, but not both. In the event the employee elects to utilize the grievance procedure, then the employee shall sign a written waiver of statutory hearing rights.

ARTICLE VI – TERMS OF AGREEMENT

Section 1 – Duration

The Agreement shall be effective **September 1, 2015** and remain in full force and effect until **August 31, 2015**; however, any provisions in conflict with present policies or procedures shall become effective on the date of final ratification. Final ratification by the District will take place within thirty (30) days of ratification by the Wilbur Teacher's Association.

At least one-hundred twenty (120) days prior to **August 31, 2018**, the Agreement shall be opened for negotiations on a successor agreement.

The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

This Agreement may be reopened annually for amendment. Either party may bring up to three proposals. Requests for such amendment by either party must be in writing to either the Board of Directors or the WTA and must include a summary of the proposed amendment(s).

Section 2 – Signatures

WILBUR TEACHER'S ASSOCIATION

WILBUR SCHOOL DISTRICT #200

By _____
President

By _____
Chairman of the Board

Secretary of the Board

Date: _____

Date: _____

APPENDIX A – PERFORMANCE EVALUATION REPORT FOR TEACHERS

eVAL Observation Report

Report Date: 7/16/2015
School Year: 2015
Title: Untitled - 7/16/2015
Session ID: 2014-2015.4
District: Wilbur School District
School: Wilbur Secondary School
Principal:
Teacher:
Evaluation Type: Comprehensive

Observation Summary

2014-2015.4: Untitled - 7/16/2015 (STEVEN GAUB)

State Rubric View

OBSERVATION	C1	C2	C3	C4	C5	C6	C7	C8
C1								
Centering instruction on high expectations for student achievement.								
2b: Establishing a Culture for Learning								
3a: Communicating with Students								
3c: Engaging Students in Learning								
C2								
Demonstrating effective teaching practices.								
3b: Using Questions and Discussion Techniques								
4a: Reflecting on Teaching								
C3								
Recognizing individual student learning needs and developing strategies to address those needs.								
1b: Demonstrating Knowledge of Students								
3c: Demonstrating Flexibility and Responsiveness								
SG 3.1: Establish Student Growth Goal(s)								
SG 3.2: Achievement of Student Growth Goal(s)								
C4								
Providing clear and intentional focus on subject matter content and curriculum.								
1a: Demonstrating Knowledge of Content and Pedagogy								
1c: Setting Instructional Outcomes								
1d: Demonstrating Knowledge of Resources								
1e: Designing Coherent Instruction								

C5	
Fostering and managing a safe, positive learning environment.	
2a: Creating an Environment of Respect and Rapport	
2c: Managing Classroom Procedures	
2d: Managing Student Behavior	
2e: Organizing Physical Space	

C6	
Using multiple student data elements to modify instruction and improve student learning.	
1f: Designing Student Assessments	
3d: Using Assessment in Instruction	
4b: Maintaining Accurate Records	
SG 6.1: Establish Student Growth Goal(s)	
SG 6.2: Achievement of Student Growth Goal(s)	

C7	
Communicating and collaborating with parents and the school community.	
4c: Communicating with Families	

C8	
Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	
4d: Participating in a Professional Community	
4e: Growing and Developing Professionally	
4f: Showing Professionalism	
SG 8.1: Establish Team Student Growth Goal(s)	

Report Date: 7/16/2015
School Year: 2015
Title: Untitled - 7/16/2015
Session ID: 2014-2015.4
District: Wilbur School District
School: Wilbur Secondary School
Principal:
Teacher:
Evaluation Type: Comprehensive

Principal Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

APPENDIX B – CERTIFICATED EMPLOYEE CONTRACT

This contract is made between the Board of Directors of Wilbur School District No. 200, Lincoln County Washington ("District" herein) and _____. ("Employee" herein).

Employee is hereby employed by the District to perform assigned services as teacher during the 200_-200_ school year commencing on the __th day of _____, 200_, which shall include 182 days of service exclusive of holidays and authorized vacations and any regularly scheduled days canceled because of inclement weather or other emergencies.

Employee shall perform such duties as may be reasonable assigned by his/her principal or other supervisor, including such duties as may be prescribed by applicable State and Federal statutes and regulations and District policies, procedures and regulations. Employee shall be subject to assignment; reassignment and transfer by the District Superintendent or other designated administrative authority.

Employee shall receive an annual salary of \$_____, which shall be paid in 12 installments payable each succeeding calendar month during the term of this contract. If the number of contract days specified for this contract is less than that of a regular full-time employee, the annual salary shall be pro-rated.

This contract shall be subject to the terms and conditions of any agreements between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

This contract does not become effective until said employee registers with the district's Superintendent's office: (1) valid teaching certificate, (2) valid health certificate, (3) official transcript of preparation, (4) official verification of experience and (5) any other credential required for the position.

This contract offered for acceptance by the employee only on the terms stated herein, on or before _____, 200_. In the event the employee fails to sign and return this contract on the terms stated within the time specified, the District shall consider the employee to have waived the right to employment with the District.

Employee's Signature

BY ORDER OF THE BOARD OF DIRECTORS:

Date of Signature

Superintendent/Secretary to the Board

Date Received in District Office

Sign and return all copies to the District Office.

APPENDIX C – SUPPLEMENTAL EMPLOYMENT CONTRACT BETWEEN

Wilbur School District No. 200, Lincoln County, (party of the first part), and _____ (party of the second part) affecting the contract year 200_ to 200_. The School District agrees to pay _____ a total of \$_____.00 to be paid at the rate of \$_____. for each of __ months, beginning with the month of _____ 200_, for performing the following services:

GROUP __ WITH __ YEARS OF EXPERIENCE

This contract is issued pursuant to RCW 28A.405.240.

This contract offered for acceptance by the employee only on the terms stated herein, on or before _____, 200_. In the event the employee fails to sign and return this contract on the terms stated within the time specified, the District shall consider the employee to have waived the right to employment with the District.

AGREED:

Date

Employee

Date Received in Office

Superintendent,
Wilbur School District #200

Please sign and return to the District Office.

APPENDIX D – SALARY ADJUSTMENT RIDER

As of the __th day of ____, 20015, it is understood and agreed that with respect to personnel determined to be in the bargaining unit represented by the Wilbur Education Association, the specific terms and provisions of this contract, including salary, are subject to amendment and adjustment to conform to the applicable condition of any 2015 to 2018 collective bargaining agreement hereafter entered into by the District and the Association pursuant to RCW Chapter 41.59 including any agreements as to the effective dates of the specific terms of the collective bargaining agreement and to conform to any applicable policies hereafter lawfully adopted by the District.

APPENDIX E-1 – 2015-2016 SALARY SCHEDULE

Table Of Total Base Salaries For Certificated Instructional Staff

For School Year 2015-16

*** Education Experience ***

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	35,069	36,016	36,997	37,981	41,137	43,170	42,045	45,201	47,235
1	35,541	36,501	37,495	38,522	41,711	43,732	42,512	45,701	47,722
2	35,991	36,960	37,965	39,071	42,250	44,293	42,983	46,162	48,205
3	36,454	37,433	38,448	39,589	42,763	44,855	43,429	46,600	48,693
4	36,909	37,931	38,952	40,133	43,325	45,432	43,896	47,089	49,197
5	37,378	38,405	39,436	40,683	43,863	46,013	44,371	47,553	49,703
6	37,861	38,865	39,932	41,240	44,405	46,566	44,859	48,024	50,184
7	38,709	39,728	40,809	42,188	45,401	47,621	45,771	48,982	51,204
8	39,950	41,025	42,131	43,625	46,881	49,183	47,206	50,463	52,764
9		42,368	43,529	45,077	48,409	50,789	48,657	51,991	54,371
10			44,944	46,604	49,979	52,439	50,185	53,562	56,021
11				48,175	51,624	54,133	51,756	55,207	57,714
12				49,696	53,313	55,897	53,389	56,895	59,479
13					55,043	57,704	55,079	58,624	61,285
14					56,781	59,579	56,819	60,477	63,161
15					58,259	61,129	58,296	62,049	64,803
16 or more					59,423	62,351	59,462	63,290	66,099

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

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

APPENDIX E-2 – 2016-2017 SALARY SCHEDULE

Table Of Total Base Salaries For Certificated Instructional Staff

For School Year 2016-17

*** Education Experience ***

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	35,700	36,664	37,663	38,665	41,877	43,946	42,801	46,014	48,085
1	36,181	37,158	38,170	39,215	42,461	44,519	43,277	46,523	48,580
2	36,638	37,625	38,648	39,774	43,011	45,090	43,756	46,993	49,073
3	37,110	38,107	39,140	40,302	43,533	45,662	44,210	47,439	49,569
4	37,573	38,613	39,653	40,855	44,104	46,250	44,686	47,936	50,082
5	38,051	39,096	40,146	41,415	44,652	46,841	45,170	48,409	50,597
6	38,542	39,565	40,650	41,982	45,204	47,404	45,666	48,888	51,087
7	39,405	40,443	41,543	42,947	46,218	48,478	46,595	49,863	52,125
8	40,669	41,763	42,889	44,410	47,724	50,068	48,056	51,371	53,714
9		43,131	44,313	45,888	49,280	51,703	49,533	52,926	55,350
10			45,752	47,442	50,879	53,383	51,088	54,526	57,029
11				49,041	52,553	55,107	52,687	56,200	58,753
12				50,590	54,272	56,903	54,350	57,918	60,550
13					56,033	58,742	56,070	59,679	62,388
14					57,803	60,651	57,842	61,565	64,297
15					59,307	62,229	59,345	63,165	65,969
16 or more					60,493	63,472	60,532	64,429	67,288

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

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

APPENDIX F-1 – 2015-2016 COCURRICULAR SALARY SCHEDULE

GROUP 1

Music Director

GROUP 3

Yearbook Advisor
(if not in class schedule)
Special Ed Advisor

GROUP 5

GROUP 7

Honor Society Advisor
Freshman Class Advisor
Sophomore Class Advisor

GROUP 2

GROUP 4

Lost Lake Director

GROUP 6

Knowledge Bowl Advisor
Yearbook Advisor (if in class schedule)
Junior Class Advisor
Senior Class Advisor
Drama (per play)
FBLA Advisor
Lost Lake Assistant Director

FIXED STIPENDS

Floating Classroom Advisor: \$250
Technology Director: \$1300
Special Ed Coordinator: \$1300
Extended Time for Counselor: 2.5% per week
Vision Seekers: \$250
8th Grade Advisor: \$250
7th Grade Advisor: \$250
Imagination Celebration Coordinator: \$250
Grandparents' Day Coordinator: \$250

APPENDIX F-2 – 2015-2016 COCURRICULAR MULTIPLIER

Years of Experience	0-1	2-3	4-5	6-7	8-9	10 or more
Group 1	10.0%	11.0%	12.0%	13.0%	14.0%	15.0%
Group 2	8.0%	9.0%	10.0%	11.0%	12.0%	13.0%
Group 3	6.0%	7.0%	8.0%	9.0%	10.0%	11.0%
Group 4	4.5%	5.25%	6.0%	6.75%	7.5%	8.25%
Group 5	3.5%	4.0%	4.5%	5.0%	5.5%	6.0%
Group 6	2.5%	3.0%	3.5%	4.0%	4.5%	5.0%
Group 7	1.5%	2.0%	2.5%	3.0%	3.5%	4.0%

(% Is Multiplied by the District Base)

(2009-2010 District Base is \$34,237)

APPENDIX G – 2015-2016 SCHOOL CALENDAR

AUGUST 2015						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31 Open House

FEBRUARY 2016 (20)						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

12 Prof. Dev.
Early Release
15 Presidents Day

SEPTEMBER 2015 (20)						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1 Staff First Day
2 First Day of School
7 Labor Day
18 Prof. Dev.
Early Release

MARCH 2016 (22)						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Snow Day
18 Prov. Dev.
Early Release
30,31 Parent Conferences
Early Release
31 No School K-6 Only

23 end of quarter

OCTOBER 2015 (22)						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

9 Prof. Dev.
Early Release

28 end of quarter

APRIL 2016 (16)						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1 Parent Conferences
Early Release
4-8 Spring Break
22 Prof. Dev.
Early Release

NOVEMBER 2015 (18)						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

4,5,6 Parent Conferences
Early Release
5 No School K-6 Only
11 Veterans Day
25 Thanksgiving Early Release
26,27 Thanksgiving Break

MAY 2016 (21)						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20 Prof. Dev.
Early Release
30 Memorial Day

DECEMBER 2015 (14)						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Prof. Dev.
Early Release
21-31 Christmas Break

JUNE 2016 (8)						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

4 Graduation
10 Last Day of School
(10:30 Release)

JANUARY 2016 (19)						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Christmas Break
18 M.L.King Day
22 Semester Grades
Early Release

22 end of quarter

○ TEACHERS HERE _ END OF QUARTER

△ FIRST AND LAST DAY OF SCHOOL

◡ EARLY RELEASE (12:20)

Subject to change
Updated
Adopted 7/14/15

APPENDIX H – GRIEVANCE FORM

STEP VI

DATE SUBMITTED TO ARBITRATION _____

SIGNATURE _____

DISPOSITION AND AWARD OF ARBITRATOR _____

NAME OF ARBITRATOR _____

DATE OF AWARD _____

SIGNATURE OF PRINCIPAL

DATE

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

SIGNATURE

DATE

(If additional space is needed, attach an additional sheet.)

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