

2015-2017

AGREEMENT BETWEEN

WAHKIAKUM SCHOOL DISTRICT NO. 200

AND

WAHKIAKUM COUNTY EDUCATION ASSOCIATION

Preamble

This agreement is made and entered into by and between the Wahkiakum School District 200, hereinafter referred to as “The District” acting through its Board of Directors, hereinafter referred to as “The Board”, and the Wahkiakum County Education Association, hereinafter referred to as “The Association”, and referred to collectively as “The Parties”.

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ARTICLE I – ADMINISTRATION

1.01 **Recognition:**

A. The Board recognizes the Association as the sole and exclusive negotiating representative for all certificated personnel employed or to be employed by the Board, with the exception of the chief administrative officer, principals, and any other employees who may be excluded by law or mutual consent of the parties, for the purpose of exercising all rights accorded certificated employee organization by chapter 41.59 RCW.

B. When used hereinafter, the term “certificated employee” shall refer to each employee represented by the Association. Certificated employee means any employee holding a valid teaching certificate of the State of Washington and who is employed by the district with the exception of the chief administrative officer, principals, and any other employees who may be excluded by law or mutual consent of the parties.

C. Unless the context in which they are used clearly requires otherwise, words used in agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and the plural.

1.02 **Individual Contract Compliance:**

Individual Contract Compliance: Individual employee contracts issued to members of the bargaining unit will contain no provisions that violate any section of this agreement.

1.03 **Conformity to Law:**

This agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of the agreement, or any application of this agreement to any certificated employee or group of certificated employees covered hereby shall be found contrary to the law, and all other provisions or applications of this agreement shall continue in full force and effect.

1.04 **Distribution of Agreement:**

Within thirty (30) days following ratification signing of this agreement, the District shall print and distribute to all members of the Association copies of this agreement. Five (5) additional copies shall be furnished to the Association. Cost of such printing shall be borne equally by the District and the Association. All new certificated employees to the district shall be provided a copy of this agreement by the District upon issuance of their individual contract. A copy of the agreement shall be available for examination to all applicants for affected employee positions.

1.05 **Agreement Administration:**

Association representatives may meet with the Superintendent regarding matters of concern relating to the administration of this agreement, mutually agreed upon.

ARTICLE II – BUSINESS

2.01 **Payroll Deductions:**

A. Upon written authorization from the employee the District agrees to deduct from the wages of the employee a sum certified as Association dues once each month and to forward that sum to the Association. The employee shall deliver such authorization to the Association during the enrollment period at the beginning of the school year. The Association shall submit the authorization to the District office for processing. It is understood and agreed that such authorization shall be continuous until the employee is no longer employed by the District or until he submits written revocation of the authorization to the District.

B. The Association agrees to indemnify and hold the Board harmless from all claims against it for or on account of any deductions made from the wages of any employee pursuant to this section of the agreement.

C. Individual employees may also request payroll deductions for the following: supplemental withholding for Federal income Tax, approved medical plans, approved salary insurance plans, approved tax sheltered annuities or deferred compensation plans, payments to Cowlitz Public Employees Credit Union or Washington School Employees Credit Union.

D. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the fee will be determined by the Association, and transmitted to the business office in writing. The representation fee shall be an amount less than the regular dues for Association membership. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit. In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

2.02 **Association Rights and Privileges:**

A. The Association and its representatives shall be granted the use of district buildings for meetings at such times that will not interfere with the normal operation of the business of the District and which will entail no additional costs for building maintenance or custodial care.

B. The Association shall be granted the use of the business machines of the District at reasonable times when such equipment is not otherwise in use. The Association shall furnish all paper and supplies related to such use and shall be responsible for any damage or maintenance charges attributed to their use of the equipment.

C. The Association shall be permitted to post notices of activities and matters of Association concern on the bulletin boards provided in the faculty room of each building. The material posted shall contain nothing of a libelous nature and shall conform to the usual standards of good taste.

D. The Association shall be granted the use of the teacher mailboxes for communications with the members of the unit. Such items of communication shall be subject to the approval of the building principal concerning size and shape, but not of content.

2.03

Rights of the Board:

This agreement shall not be construed to be a delegation to others of the authority of the Board, which authority the Board specifically reserves unto itself. By entering into this agreement with the Association the Board has in no way waived its statutory authority. The management of the District and the direction of its employees is vested in the Board and as provided in this agreement.

ARTICLE III – PERSONNEL

3.01 **Due Process:**

- A. No employee shall be disciplined without just cause.
- B. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing, not later than the time at which disciplinary action is taken.
- C. The right to representation may be exercised whenever any meeting with a supervisor takes on the purpose of seeking information which may be used as the basis of a disciplinary action.
- D. When a request for representation is made, and the allegation is not of a severe nature, no further action shall be taken for at least twenty-four (24) hours to allow an Association representative to be present.
- E. Disciplinary action taken against any employee shall be appropriate to the behavior which precipitates said action. In disciplining employees, the District shall be guided by the concept of progressive discipline.
- F. Complaints coming from citizens or students: Complaints coming from citizens/students concerning staff will be resolved by following Policy No. 4220 (Appendix C), dated 1/20/99, and its Procedures (Appendix C-1.)

3.02 **Reduction in Force and Recall:**

- A. The Certificated Staff Reduction Policy will be followed when there are not sufficient funds due to a lack of local funds, state funds, or federal funds. The necessity for and the extent of staff reduction will be determined by the district. In the event the District determines that a program(s) needs to be cut, the District will invite Association participation in the process of determining which staff member(s) should receive reduction in force notice(s).
- B. **Staff Reduction Procedure:** In the event it becomes necessary to reduce the number of teachers, the following procedure will be implemented in the following order: The program requirements and projected student enrollment will be determined by the district and listed by building (k-5,6-8,9-12). A copy will be given to the association.
- C. Seniority will be established by teaching categories as follows:
 - K-8
 - K-8 Specialist:
 - Counselor
 - Library
 - Any teachers that provides planning time for K-5

6-12:

Language Arts: Language Arts, English, Drama, Journalism, Speech
Art

Math

Science: Science, Biology, Chemistry, Earth Science, Physical

Science

Social Studies:

Social Studies, Anthropology, Economics, History,
Political Science, Psychology, Sociology

Individual Languages: (Spanish, French, etc.)

P.E./Health

Music: Music, Choral, Instrumental

Home & Family

6-12 Specialist:

Counselor

Library

Vocational:

Technology

Business

Agriculture

D. Seniority List:

1. The seniority list shall be established by October 1st of each year. This list shall be open for twenty (20) calendar days for changes, additions, or proof of error. Any placement that is not protested within five (5) days after the twenty (20) day period shall not be subject to protest except for typographical errors.

2. The District and the association can amend the list upon mutual agreement.

3. During an employee's provisional status the employee shall remain on the bottom of the seniority list in each category.

4. Staff reduction will be made by seniority by categories. Teachers to be laid-off will be notified in writing by May 15th of the school year.

E. Qualification for Categories: Teachers shall be eligible for a category based on:

1. Valid certificate in the endorsed area including vocational endorsement.

2. Equivalent college major or minor in the category.

3. Teachers with continuing certificates issued prior to 1987 may also qualify for a category if they have a minimum of half time teaching experience in the category for one year.

4. Teachers with continuing certificates issued prior to 1987 will be placed in the broader subject area category .

5. Teachers who are considered highly qualified as per the federal definition within the No Child Left Behind guidelines and who have successfully taught the subject for at least two years.

6. If a teacher's assigned program is reduced, the teacher cannot move between K-8 and 6-12 categories unless the teacher meets qualifications as stipulated in B above and is moving into a full-time position. A teacher within the K-8 category may not move between K-5 and 6-8 unless they are moving into a full-time position.

F. Layoff Status:

1. Each laid-off teacher shall be considered to have priority rehire rights, by category for two (2) years following expiration of the contract in effect at the time of staff reduction. A laid-off teacher shall have seniority by category unless he/she submits a written resignation or fails to accept a position pursuant to the Certificated Staff Recall Procedure or two (2) years expires.

2. While in the rehiring pool, individuals may continue group insurance program benefits, subject to insurance carrier regulations, by self-payment in advance of the premiums in a manner arranged through the district office.

3. Affected employees shall, unless they request otherwise, be placed on District substitute teacher lists and shall be called on a priority. Acceptance of a long-term sub position does not effect pool or rehire status.

4. The annual evaluations of employees assigned outside his/her major area as a result of layoff shall bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of their major area.

G. Certificated Staff Recall Procedure:

1. In the event the district adds a program assignment, or a vacancy occurs, the District shall recall teacher(s) from layoff status provided the teacher(s) meets the qualifications for the assignment as stipulated in B above.

2. Teachers who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting or rejecting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position which may come available later.

3. Teachers who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions within their categories provided that such position is declined by all teachers full and part-time from the category list.

4. The District shall give written notice of recall from layoff by sending a certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the District of any change of

address. The teacher's address as it appears on the District's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher.

5. Any teacher so notified shall respond within five (5) business days from the first attempt of delivery of certified letter, whether the teacher accepts or rejects the position. If a teacher rejects a position for which he or she is certificated to teach, and such position is offered consistent with the aforementioned provisions of this Article, the teacher shall be considered to have resigned from employment of the District and all benefits shall cease at that time.

H. Seniority: Staff reduction shall be by seniority in all categories. Seniority shall be determined by applying the following criteria in the sequence given:

1. Teaching experience in years or fractions thereof within the Washington State public schools system.
2. Teaching experience in years or fractions thereof within the Wahkiakum School District.
3. Number of credits beyond the B.A. or B.S.
4. If there is a tie, those parties involved will flip a coin.

3.03 **Individual Rights:**

A. The Board hereby agrees that every teacher as herein defined shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation.

B. The parties agree that no teacher shall suffer discrimination with respect to hours, wages, or an terms or conditions of employment by reason of his/her membership in the Association, his/her participation in legal activities of the Association, or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. The provisions of this Agreement shall be applied consistent with state and federal laws relative to equal employment opportunity as well as statutes providing for membership or non-membership in teacher organization.

D. Any derogatory material not shown to a teacher within ten (10) working days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against the teacher, except in cases of suspected criminal activity where the district or other appropriate parties are conducting an investigation.

E. No mechanical or electronic device will be utilized to observe or place under surveillance any teacher without his/her knowledge.

F. Employees have the right to use email and internet for educational purposes. Employees have no guarantee of privacy using electronic communication.

3.04 **Personnel Files:**

A. Teachers shall have the right to inspect all contents of their complete personnel file kept within the district by making an appointment for such purpose through the superintendent or his/her designee. A copy of any documents contained therein shall be afforded to the teacher. Representatives or staff members, at the teacher's request, may be present in this review. No secret, duplicate, alternative or other personnel file shall be kept anywhere by the District. The teacher has the right to attach a rebuttal to his/her file

B. No evaluation, correspondence, or other material making derogatory reference to a teacher's competence, character, or manner shall be kept or placed in the personnel file without the teacher's knowledge and exclusive right to attach his/her own written comments.

C. At the teacher's request and with the Superintendent's agreement, or after three (3) years, information forming the basis for any reprimand, warning, discipline, or adverse effect shall be purged from the teacher's file provided the conditions which have been criticized have been met. Information related to cases of criminal misconduct shall remain in the file.

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

E. Each teacher's file will contain as a minimum:

1. Transcripts of academic records.
2. Evaluations
3. Individual teacher contract
4. Certificates and endorsements

F. The file may also contain:

1. Commendations
2. Letters of reprimand and/or discipline.
3. Other items related to job performance.

G. Teachers are responsible for updating their academic records.

H. A separate file containing information relating to payroll and benefits shall be kept in the District office.

3.05 **Prevailing Rights:**

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries or employee benefits, under existing rules, regulations, policies, resolutions and practices of the district in effect prior to the effective date of this agreement.

3.06 **Assignment Vacancies and Transfers:**

A. Assignments: The quality of the program of instruction is the primary consideration in the assignment of teachers in the district. Teachers shall be assigned on the basis of the needs of the instructional program and the qualifications as determined by the District. The process will, as a rule, take into account the qualifications of individual teachers and their expressed desires. To this end, criteria for assessing teacher qualifications for specific assignments will include the following:

1. Regulations of the State Board of Education and OSPI;
2. Teaching certificates/endorsements;
3. Teacher's major or minor fields of study;
4. Qualifications in special areas;
5. Previous teaching experience as evidenced by evaluations.

B. Voluntary Transfer:

1. Teachers who wish to transfer may submit a letter to the building administrator stating their request to transfer.
2. Teachers shall be notified of vacancies within the district.
 - a) During the summer notices will be mailed to association members at the time a vacancy occurs.
 - b) Teachers in the district who have written a letter of application and who meet the qualifications as determined by the principal, will be given an interview and considered first for a position that is posted.
3. All voluntary transfers will be made at the discretion of the district administration, in consultation with building administrators based on the best interests of the instructional program. The administration will consider the qualifications of the individual, his/her yearly evaluations, expressed assignment preferences, and seniority.
4. Teachers who have requested a transfer shall be notified of the disposition of their request. At the option of the teacher, either a conference will be held with the interviewing administrator involved to explain why the request was not granted, or a written explanation will be provided,

C. Involuntary Transfer

1. Volunteers will be considered first for an open position.
2. Prior to the transfer, the administration will meet with the certificated teacher to discuss the change.

3. If a transfer becomes necessary during the summer, the administration will attempt to discuss the change with the teacher. If this is not possible, the teacher will be notified by mail.

D. The terms and conditions of transfer and assignment shall be superseded by the provisions of Article IV Reduction in Force and Recall procedures in the event of a certificated staff reduction.

3.07 **Reimbursement of Tuition:**

A. To improve present programs and to introduce new programs of instruction in Wahkiakum School District, the District will provide reimbursement for tuition of approved courses from accredited colleges and universities or in-service classes, for qualified staff members.

B. All courses must be approved by the Administration and lead to the improvement of present programs or introduction of new programs of classroom instruction within the school system. Coaches who are required by WIAA to attend coaching clinics or in-services shall be eligible for tuition reimbursement when the clinic or inservice is associated with clock hours or credits.

C. The amount of reimbursement shall be limited to \$350.00 per year per employee, not to exceed \$1,000.00 in any five year period. Maximum credit rates for reimbursement will be \$60.00 per quarter hour or \$90.00 per semester hour, or \$6.00 per clock hour. The aggregate amount of the tuition reimbursement shall be limited to \$2,700.00 per school year with any amount not disbursed carried forward to the next year up to a total of \$5,200.00.

3.08 **Work Day:**

A. Certificated staff shall begin their work day thirty (30) minutes before the students' school day begins and shall continue until thirty (30) minutes after the school day ends. The total length of the work day shall not exceed seven and one-half (7.5) hours for all teachers.

B. All certificated Grade 6-12 staff shall have at least fifty (50) continuous minutes of class preparation time during each instructional school day. All certificated Grade K-5 staff shall have at least forty-five (45) continuous minutes of class preparation time during each instructional school day. The instructional school day shall be interpreted to not include the thirty (30) required minutes before and after school and the thirty (30) minutes minimum duty-free lunch period. Teachers may use for preparation all time during which their classes are receiving instruction from various specialists.

C. All teachers shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

3.09 Reserved

3.10 Reserved

3.11 **School Calendar:**

A. The school calendar shall consist of 180 teacher workdays plus two and one half (2.5) certificated employee supplemental work days, with at least two preceding the first teaching day and paid at per diem. The calendar shall reflect 176 student attendance days for each contract year provided the calendar is approved by the State Board of Education.

B. Four (4) non-student attendance days shall be scheduled throughout the year for the purpose of staff in-service as approved by the State Board of Education.

C. Two days for in-service will be allowed with certificated personnel paid at per diem rate. The in-service may occur on the statewide inservice days or on a weekend, subject to administrative approval. A list of those participating must be returned to the building principal prior to the inservice program.

D. Dismissal times before vacations shall be set when the calendar is set. The 2013-2014 calendar is attached as Appendix D.

E. **Supplemental Contracts:**

Teachers who are contracted for more or less than 180 days shall have their annual salary computed as follows:

1. $1/180 \times \text{scheduled salary} \times \text{number of days contracted} = \text{Annual salary.}$

2. Teachers who are contracted for time beyond the regular school day, for teaching duties not included on the activity pay schedule, shall be paid an hourly rate equal to 1/8 of 1/180 of the teacher's scheduled annual salary.

3.12 Reserved

3.13 **Covering Classes:**

A. In the event a teacher is asked to teach another teacher's class during his/her preparation period, and said teacher agrees, he/she shall be compensated at a rate of \$.356 per minute in 15-16 year, and \$.362 per minute in 16-17 year; or have it "banked" for future Personal Leave.

B. In lieu of monetary compensation, the covering teacher may, at his/her discretion, elect to bank substitution time at a one-to-one compensation rate toward offsetting cost of substitute required for personal leave (re. para. 5.09).

3.14 Reserved

3.15 Reserved

3.16 Reserved

3.17 **Substitutes:**

When a certificated employee is absent from his duties, the District will make every reasonable effort to employ a certificated qualified substitute where appropriate and when students are involved.

3.18 Reserved

3.19 Reserved

3.20 Reserved

3.21 Reserved

3.22 Reserved

3.23 Reserved

3.24 Reserved

ARTICLE IV – SALARIES AND BENEFITS

4.01 **Salary Schedule:**

A. Individual certification employee salaries shall be determined by placement of the individual on the agreed upon salary schedule (appendix C) considering education level and experience. Contracts in excess of the basic 180 days shall be extended by dividing the additional number of days by 180, multiplying the result of the base salary for that individual.

B. Explanation of Levels:

Column 1: Bachelor's degree.

Column 2: Bachelor's degree plus 15 quarter hours or 10 semester hours, or more, and initial certificate.

Column 3: Bachelor's degree plus 30 quarter hours or 20 semester hours, or more, and initial certificate.

Column 4: Bachelor's degree plus 45 quarter hours or 30 semester hours, and a continuing certificate.

Column 5: Bachelor's degree plus 90 quarter hours or 60 semester hours, and a continuing certificate.

Column 6: Bachelor's degree plus 135 quarter hours or 90 semester hours, and a continuing certificate.*

Column 7: Master's degree.

Column 8: Master's degree plus 45 quarter hours or 30 semester hours and a continuing certificate. For any credits earned after the BA but before the MA degree: Any credits in excess of 45 may be counted after the MA degree.

Column 9: Master's degree plus 90 quarter hours or 60 semester hours and a continuing certificate or a Ph.D. and a continuing certificate. For any credits earned after the BA but before the MA degree: Any credits in excess of 45 may be counted after the MA degree.

*No employee can be placed on Column 6 after January, 1992. Those already there by that date are grandfathered.

- C. Experience Credit:
1. Full credit for teaching experience will be allowed provided that experience was subsequent to the training equivalent to that required for an initial Washington State certificate.
 2. All credits earned shall be filed with the Superintendent's office. It shall be the responsibility of the certificated employee to keep her/his professional training record up-to-date.
 3. Credits earned after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, -257, and -259.
 4. At the time credits are recognized by the school district, the content of the course must meet at least one of the following:
 - a) It is consistent with the school district's strategic plan for improving student learning;
 - b) It is consistent with a school-based plan for improving student learning developed under student learning improvement block grants for the school in which the individual is assigned;
 - c) It pertains to the individual's current assignment or expected assignment for the following school year;
 - d) It is necessary for obtaining endorsement as prescribed by the state board of education;
 - e) It is specifically required for obtaining advanced levels of certification; or
 - f) It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff of the school district, where the potential of the future assignment is agreed upon by the school district and the individual;
 5. Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district employers; and
 6. Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in state board of education rules, a change in the district's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer.

- D. Salary Increase in Compliance:
1. During the duration of this contract the parties agree to negotiate any monies received for salaries.
 2. The salary schedule will be improved so as to provide the maximum salary increase, but allow the District to stay within compliance.
 3. If the District is found to be out of compliance with RCW 28.58.095 or the Appropriations Act in effect when the compensation is payable, then the parties agree that the parties will immediately meet to

negotiate the adjustments to bring the District into compliance with the above legislation.

4. The Association will receive its fair share of the total monies available for certificated salary increase.

5. If all available money is not used to comply with "B" above, the District and Association shall meet in the Spring of each year to further adjust the schedule to comply with "B" above, provided some cushion is left to ensure compliance with 28A.58.095 and fulfill contents of "B" above.

6. The bargaining unit shall not be penalized for any lack of compliance due to any salary increases by any other certificated employee group in the District.

7. Should the legislature fund cost of living increases (COLA), the District's salary schedule will be revised to include the percentage increase when funded.

E. Certificated employees should notify the District by June 1 of their intent to move over one or more steps on the Salary Schedule by taking classes. Transcripts must be turned in by October 15 for a move on the Salary Schedule.

4.02 **Health and Welfare:**

A. The District agrees to contribute the total amount of State appropriations per FTE intended for the expressed application toward our approved health insurance package. It is understood that in the event the appropriation does not cover total expenses, the employee will pay the difference. Part-time FTE employees will have their contribution prorated.

B. If levy passage includes monies for health insurance subsidies, the District and Association will negotiate such distribution of funds.

4.03 **Mileage and Meal Allowance:**

A. The district shall, when requiring individuals to use private cars for district business, reimburse those individuals at the standard IRS mileage deduction rate. Prior approval of the building principal is required.

B. Said claims shall be turned into the office of the superintendent and shall include:

1. Purpose of travel
2. Actual miles traveled
3. Destination

C. It is understood that the employee shall use a District vehicle when leaving the District for school business whenever possible. Should the employee prefer to use his/her personal vehicle in these situations, the employee shall be allowed to replace the fuel used for such mileage by utilizing the District's gas card. This means that the

personal vehicle shall have a full tank upon departure, and then refilled utilizing the District's gas card upon return.

D. In-district travel when assigned to two sites often means extra effort and the loss of some preparation time. To compensate for lost preparation time, and other hardships imposed by assignment to two sites, staff members working such an assignment will receive ten (10) minutes passing and a reserved parking space close to the door at both sites.

E. Meals will be reimbursed at the state rate of 6, 8, and 12 dollars for breakfast, lunch, and dinner, and at the rate of 9, 10, and 15 dollars for the Seattle area.

4.04 Reserved

4.05 **Substitute Salary:**

Substitutes shall be compensated at the rate of \$120.00 per day in 15-16 year, and \$130 per day in 16-17 year; providing that after 15 continuous days in the same assignment they shall be placed on the salary schedule and receive 1/180 of their annual salary per day.

4.06 Reserved

4.07 **Split Class Stipend:**

A. The District and the Association recognize the difficulties of teaching to classes of different grade levels, and that teachers of these classes spend additional time preparing to effectively teach these split classes.

B. To account for split classes and provided the teacher is actually teaching two different curricula to the students for the entire day, the District will provide teachers of split classes with a stipend of \$2,000 per year. Middle school and high school teachers in similar teaching assignments for part of their day will have their stipend pro-rated.

4.08 **Class-Size Overload:**

A. If there are over 28 students the following will happen: K-5 teachers will receive \$500 per quarter and 6-12 teachers will receive \$100 per quarter per class.

B. If there are over 32 students the following will happen: K-5 teachers will receive \$750 per quarter and 6-12 teachers will receive \$150 per quarter per class.

C. With respect to sections 4.08 A and 4.08 B above, if overload students are only in class 1-15 days, the teacher will receive 1/3 of the extra stipend. If overload students are only in class 16-30 days, the teacher will receive 2/3 of the extra stipend. If overload students are in class more than 30 days, the teacher will receive the entire stipend for the quarter.

D. More than 38 students will result in the District hiring a new teacher.

4.09 **New Teacher Orientation:**

A. New teachers will receive up to three (3) additional paid days for orientation purposes. The hourly rate will be \$25. One of the three additional days will be for the new teacher to meet with his/her administrator. The other two days will be for the new teacher to meet with his/her mentor(s). The mentor(s) will also be paid at an hourly rate of \$25.

B. Mentors will be assigned by the building principal with input from the certificated staff.

C. New teachers and mentors will keep a log of their hours (7.5 hours = one day) and can submit the log for payment in increments of at least one day.

D. The new orientation hours/days can occur at any time during the year.

4.10 Reserved

4.11 Reserved

4.12 **Driver Training:**

Instructors of Traffic Safety Education shall be paid for time required for classroom and behind-the-wheel instruction outside the regular school day.

ARTICLE V – LEAVES

5.01 **Sick Leave:**

A. Leave of absence for personal illness, injury, and emergency shall be granted in accordance with RCW 28A.400.210. Up to 12 days will be allowed. Such leave, if not used, shall accumulate from year to year. Part time employees shall accrue such leave with pay in proportion to the relationship of their work time. Sick leave may be extended, on approval of the Administration, to include illness or injury to members of the immediate family of the employee. A doctor's statement may be required in case of frequent or extended illness beyond three days.

1. Attendance incentive and sick leave cash out program shall be in accordance with RCW 28A.400.210.

2. Upon application during the month of January, an employee shall be able to cash out days from his/her accumulated sick leave. A minimum of sixty (60) days of leave must be accrued, any eligible employee may exercise this option to receive remuneration for unused leave accumulated in the previous year at a rate equal to one (1) day's pay for each four (4) days of his/her unused accumulated days in excess of sixty (60) days.

3. The employee may cash out any days which he/she has in excess of sixty (60) days, providing the employee may not reduce his/her leave bank by more than twelve (12) days per year which he/she had received in the previous calendar year.

4. At the time of actual retirement or death, the employee will receive remuneration at the rate of one (1) day's pay for each four (4) days accumulated leave up to a maximum of one hundred eighty (180) days.

B. Accumulated Sick Leave:

1. Certificated Employee accumulated sick leave will be included on the monthly warrants. Years of experience and placement on Salary Schedule will be noted on employee's contract.

5.02 Reserved

5.03 **Maternity Leave:**

A. Any employee who is pregnant while employed in the district shall not be required to take maternity leave at any arbitrary time, but shall be allowed to continue teaching as long as she is capable of performing the duties of her job and as long as her physician concurs.

B. The employee shall inform the building principal at least two weeks in advance of her intention to take leave and the approximate time when she expects to return to work. Within (30) calendar days after childbirth she shall inform the school administration of the specific day when she will return to her teaching duties. Maternity leave will be charged to accumulated sick leave, beyond that limit it will be unpaid leave. The normal leave may extend six (6) weeks beyond the birth of the child.

If the employee is unable to return to work at the end of the maternity leave, for reasons pertaining to the leave, then she may apply for a leave of absence.

5.04 Reserved

5.05 **Adoption Leave:**

Up to three (3) days paid adopting leave shall be granted to a teacher for legal proceedings when adopting a child. Reasonable notice shall be given to the school administration prior to the leave. Adoption leave shall be charged to sick leave.

5.06 **Bereavement Leave:**

Bereavement leave shall be granted for a member of the employee's family. Time allowed shall not exceed 5 days per death in the immediate family (parents, siblings, spouse, children) or three days for other family members. Such leave shall not be accumulative.

5.07 **Jury Duty:**

If an employee is called for jury duty, he/she is to notify his principal so that arrangements may be made for a substitute to take over during the time of needed absence. The amount paid as a juror during school hours shall be deducted from the regular salary. Salary adjustment will be made after completion of employee's obligation to the court.

5.08 **Military Leave:**

Military leave will be granted as provided by law for those certificated employees called to serve on duty in the Armed Forces of the United States.

5.09 **Personal Leave:**

A teacher may, for personal reasons, request up to two days per year personal leave. Such leave, if granted, shall be granted with pay, and accumulative to four days. The third and fourth day, if granted, can only be utilized once during each three year period. Personal leave shall not be used for work stoppage. Need for personal leave shall be determined by the employee with no required explanation or reason.

5.10 **Association Leave:**

Up to five (5) days, no more than 3 consecutive days, leave per year shall be made available to the Wahkiakum County Education Association (WCEA) president and/or his/her designee. No more than two persons will be gone on association leave at any one time. The association shall provide for an administratively approved substitute and pay the cost of the substitute.

5.11 **Emergency Leave:**

Emergencies are defined as those situations which cannot be dealt with outside of working hours which are unplanned and which require the employee to be absent from the work place. Emergencies are not defined as injury or sickness to the person, but emergency leave is deducted from accumulated sick leave.

5.12 **Paternity Leave:**

In the event of birth of a child to an employee's spouse, a maximum of two days sick leave will be granted to the employee.

5.13 Reserved

5.14 Reserved

5.15 Reserved

5.16 Reserved

5.17 Reserved

5.18 Reserved

5.19 Reserved

5.20 **Sick Leave Sharing:**

A. The District and Association shall cooperate in the establishment of a Sick Leave Bank.

1. Participation in the donation of sick leave to the Bank will be on a voluntary basis. Eligible employees are granted the right to donate sick leave to the Bank to assist other employees who are suffering from an extraordinary or severe illness, injury, impairment or physical (including pregnancy, if under doctor's orders to stop working) or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

2. An employee who is eligible to donate sick leave to the Bank is one who has an accrued sick leave balance of more than sixty (60) days. Employees cannot donate sick leave days that would result in his/her sick leave account going below sixty (60) days.

3. Eligible employees may donate up to six (6) days during any calendar year. It is understood that any days donated to the Bank will be counted as sick leave days used when determining the number of sick leave days an employee can cash out each year.

4. Once days are donated to the Bank, they cannot be withdrawn except for the expressed purpose described in paragraph A. above.

5. The first ten (10) consecutive days of illness or disability will not be covered by the Bank but must be covered by the employee's own accumulated sick leave or absence without pay.
6. An employee will not be able to withdraw days from the Bank until his/her own sick leave is depleted.
7. A maximum of thirty (30) days each school year can be drawn by one employee from the Bank.
8. Sick leave days can only be withdrawn from the Bank for the illness of employee (not dependents or anyone else).
9. Requests for use of Bank days must be accompanied by a letter from the attending physician.
10. If this Section is determined to be illegal, days accumulated in the Bank shall be returned to those employees from whom the sick leave days had been taken from the bank, provided such days have not been used.

5.21 Reserved

5.22 Reserved

5.23 Reserved

5.24 **Leave of Absence:**

A leave of absence without pay of up to one school year may be granted upon employee request. The Board may extend the leave to two years in the event an individual has a two-year commitment. Tuition reimbursement will not apply to any leave of absence request. The employee will maintain current seniority and sick leave but will not accrue additional seniority or sick leave. Upon return the district will attempt to place the employee in the position that they vacated provided that position still exists.

An employee who is on an approved leave of absence must inform the District in writing by April 15, as to whether he/she will be returning to work or resigning from employment with the District. Failure to do so will result in the District offering the employee a contract via the US mail on April 16, with the employee having until April 30, to have the contract signed and returned to the District. Failure to do so will be considered a resignation from the employee.

ARTICLE VI – RESERVED

ARTICLE VII – RESERVED

ARTICLE VIII – RESERVED

ARTICLE IX – RESERVED

ARTICLE X – EVALUATION AND PROBATION PROCEDURES

10.1 Evaluation

The Wahkiakum County Education Association and the Wahkiakum School District recognize that the professional growth and evaluation of individual employees is important to improve the effectiveness and efficiency of the School District.

Pursuant to the state law implementing the Professional Growth and Evaluation System, the Wahkiakum County Education Association and the Wahkiakum School District will adopt a schedule for implementation of the revised evaluation system (TPEP). This system transitions approximately 25% of the classroom teachers in the District to the revised comprehensive system and approximately 75% of the classroom teachers in the District to the revised focused evaluation system beginning with the 2013-2014 school year.

The Wahkiakum County Education Association and the Wahkiakum School District agree to use the attached recommended Wahkiakum School Board Procedure 5240P as the guiding principle for the teacher evaluation during the length of this Agreement. The model describes the revised evaluation criteria and a four-level rating system for all certificated classroom teachers. The evaluation system will include the minimum criteria developed by the Office of Superintendent of Public Instruction. The four-level rating system will describe the performance of certificated classroom teachers along a continuum that indicates the extent to which evaluative criteria have been met or exceeded.

Student growth data, defined as the change in student achievement between two points in time, must be a substantial factor in the evaluation process for three of the criteria and must be based on multiple measures, which could include classroom, school, district and state-based tools. Conflict that should arise or a dispute between the participants (evaluator and evaluatee) that may occur will be resolved in a meeting between the Association and the District. When appropriate, bargaining between the two parties will also occur during meetings between the Association and District as needed to establish language for implementation of the Revised Evaluation System (TPEP).

10.2 Certificated Classroom Teacher

“Certificated classroom teacher” means an employee who provides academically-focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140(1) through (3) and (6) (a) through (e) and (g).

The performance of certificated classroom teachers will be observed twice a year, for a total observation time of not less than sixty (60) minutes. If a staff member teaches at two sites, they will be observed (formally) once at each site by the high school principal

and the data from both sites throughout the year will be compiled for a composite evaluation and completed by the high school principal. In addition, new staff will be observed for the purpose of evaluation at least once for a total observation time of not less than thirty (30) minutes within ninety (90) calendar days after employment.

Certificated classroom teachers will receive an annual comprehensive summative evaluation if they are provisional employees under RCW 28A.405.220, or received a comprehensive summative evaluation performance rating of Level 1 or Level 2 in the previous school year, once they have transitioned to the new evaluation system.

A certificated classroom teacher with four years of satisfactory evaluations in the district may be transitioned into the revised evaluation system using a focused evaluation, and will then be evaluated on the four year cycle for comprehensive evaluation.

Certificated classroom teachers in the third year of provisional status will be observed at least three times for a total observation time of not less than ninety (90) minutes.

25% of Wahkiakum certificated classroom teachers (to be determined by mutual agreement of the Association and the District) will receive a comprehensive summative evaluation for the 2013-2014 school year. In the 2014-2015 school year, a different 25% of Wahkiakum certificated classroom teachers (to be determined by mutual agreement of the Association and the District) will receive a comprehensive summative evaluation. A comprehensive summative evaluation assesses all eight evaluation criteria, and all criteria contribute to the comprehensive summative evaluation performance rating.

A certificated classroom teacher whose performance does not meet minimum requirements of the new or existing RCW, whichever is applicable to that staff member, will be notified in writing of the specific deficiencies and afforded a reasonable program for improvement.

During each of the years of this agreement, 75% of Wahkiakum certificated classroom teachers will receive a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

For the 2013-2015 school years, certificated classroom teachers will be evaluated using the evaluation criteria stated in Wahkiakum School District's procedures to Policy 5240.

10.3 **Certificated Support Personnel**

“Certificated support personnel” and “certificated support person” for the 2013-2015 school year, mean a certificated employee who provides services to students and holds one or more of the education staff associate (ESA) certificates pursuant to WAC 181-79A-140(5). ESA certifications includes: school speech pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, and school social workers.

Certificated support personnel are considered non-classroom teachers for the purposes of the Professional Growth and Evaluation System, and are not subject to the four-level rating system. For the 2013-2015 school years, certificated support personnel will be evaluated using the evaluation criteria stated in Wahkiakum School District’s procedures to Policy 5240.

10.4 **Possible Discrepancy**

State law will trump any discrepancy found between it and the language in this agreement.

10.5 **Probation:**

A. Supervisor’s Report: In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20 of the current contracted year. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of paragraph 2.b. (6) above.
2. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

B. Establishment of Probationary Period: If the Superintendent concurs with the supervisor’s judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 of the current contracted year and ending on May 1 of the current contracted year. On or before February 1 of the current contracted year, 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 or 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 or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

2. During the probationary period the principal, supervisor or other evaluator 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 2.3. (1) and (2) above shall apply to the documentation of evaluation reports during the probationary period.

3. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or 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 in written reports 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 any report submitted pursuant to paragraph 3.d. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

10.6

Grievance:

The application of the evaluation procedure shall be subject to the grievance procedure contained in Article XI, section 1 of this agreement.

ARTICLE XI – GRIEVANCE PROCEDURE

11.1 Grievance Procedure:

A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided. The Board will maintain a grievance policy for non-contractual matters.

B. In the event that a teacher believes there is a basis for a grievance, the teacher may first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedure may be instituted. However, the exhaustion of the formal procedure is not a condition precedent in invoking the formal grievance procedure.

1. Step 1: The grievant may invoke the formal grievance procedure through the Association on the form provided by the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one building, it may be filed with the superintendent or a representative designated by the superintendent. A grievance must be filed within twenty (20) school days of the occurrence of which the grievant complains or twenty (20) school days of the time when the grievant learned of the occurrence of which he complains, whichever is later.

2. Step 1 Reply: Within five (5) school days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the Association in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

3. Step 2: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

4. Step 3: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from date of filing, whichever is later) the grievance shall be transmitted to the Board. Within ten (10) school days the Board, or a designated committee thereof, shall meet with the Association

on the grievance. The Board's decision shall be communicated in writing to the Association within five (5) days following the meeting.

5. Step 4: If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within five (5) school days of receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which rules shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

- C. Arbitration Costs: Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.
- D. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.
- E. The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.
- F. Time Limits: The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the

required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

- G. Grievance and Arbitration Hearings: All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.
- H. All meetings, hearings, appeals and other procedures shall be scheduled, insofar as possible, so as not to interfere with normal school and class operation. If attendance at any meeting, hearing, appeal, or other proceedings relating to the grievance and adjusting process, whether as a grievant, a witness, a representative of the Association, or otherwise, requires an employee's absence from his regular duty assignment, he shall be released from such duty without loss of pay or other penalty.
- I. Individual Complaints: If any individual teacher has a personal complaint which she/he desires to discuss with the supervisor, she/he is free to do so without recourse to the grievance procedure. However, no complaint shall be adjusted without prior notification to the Association representative to be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interest of the teacher shall be the sole responsibility of the Association.

11.2 Complaints Concerning Staff and Programs Lodged by Other Staff Members

- A. Most complaints can be resolved by informal discussions between two staff members when one staff member has a complaint toward another staff member. The following procedures apply to the processing of a complaint between two staff members when one member makes a complaint toward another.
 1. Complainant must initially attempt to resolve the issue/complaint with the staff member.
 2. If the problem is not satisfactorily resolved at the building level, the complainant should file a written complaint with the superintendent that describes the problem, and a suggested solution. The superintendent should send copies to the building principal and staff member.
 3. The principal and staff member shall respond to the superintendent in writing or in person.
 4. The superintendent shall then attempt to resolve the matter through a conference with the staff members.
 5. If the matter is still not resolved, the superintendent shall present the issue to the Board at its next meeting. The complaint shall be

handled in executive session in the presence of both staff members. The Board shall attempt to make a final resolution of the matter. Any formal action by the Board must take place at an open meeting. If such action may adversely affect the contract status of a staff member, the Board shall give written notice to the staff member of his/her rights to a hearing.

6. Any complaining party has the right to be accompanied by another individual.
7. In the event that the complaint is toward the superintendent the process starts with step one (1) and skips to step five (5).

ARTICLE XII – DURATION

Mutual Agreement:

12.1 **Statement of Mutual Agreement:**

This agreement, including attached appendices, constitutes the entire agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time.

12.2 **Duration of Agreement:**

This agreement shall remain in full force and effect from September 1, 2015, to and including August 31, 2017, except for wages and benefits. The parties shall enter into negotiations for successor agreement not later than June 1, 2017. If, pursuant to such negotiations, agreement on a successor agreement is not reached prior to the expiration date, the agreement shall expire unless it is extended for a specific period or periods by mutual consent of the parties.

WAHKIAKUM COUNTY EDUCATION ASSOCIATION
APPROVED:
DATED THIS 10th DAY OF October, 2015

WAHKIAKUM SCHOOL DISTRICT NO.
200 BOARD OF EDUCATION
ADOPTED AT THE REGULAR MEETING
HELD September 22, 2015

BY:

WCEA President,
Paul Johns

W. Robert Garrett,
Secretary to the Board