MASTER AGREEMENT

BETWEEN

WAHLUKE SCHOOL DISTRICT

AND

WAHLUKE EDUCATION ASSOCIATION

2013 - 2015
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Wahluke S.D and Wahluke E.A. Agreement 2013-2015
PREAMBLE

This Agreement is by and between the Wahluke School District and the Wahluke Education Association. It has been negotiated and agreed to in accordance with RCW 41.59.

ARTICLE I. ADMINISTRATION

Section A. Definitions

1. The term "District" shall mean the Wahluke School District No. 73, Grant County, Washington State, or its agents.

2. The term "Board" shall mean the Board of Directors of the District.

3. The term "Association" shall mean the Wahluke Education Association which is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).

4. The term "Parties" shall mean the Board/District and the Association.

5. The term "Agreement" shall mean this collective bargaining agreement.

6. The term "Employee" shall mean any member of the bargaining unit.

7. The term "Day" shall mean any day that the District business office is open for business with the public. The term "School Day" shall mean each day which students are engaged in educational activities as defined in RCW 28A.150.030. The term "Calendar Day" shall mean all days in a month, including weekends and holidays.

8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.

9. The term "President" shall mean the chief elected official of the Association or his/her designee.

10. The term "Contract" shall mean the individual employment contract issued to, and signed by, each employee pursuant to RCW 28A.405.210.

11. The term "Supplemental Contract" shall mean that contract issued and signed in accordance with RCW 28A.405.240.

12. The term "Extended Contract" shall mean that individual contract that is issued to employees for days beyond the employee's basic school year of one-hundred-eighty (180) days.

13. The term "RCW" shall mean Revised Code of Washington.


15. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.

16. The term "BEA" shall mean Basic Education Act.

17. The term "AR" shall mean Association Representative(s).

18. The term "PERC" shall mean the Washington State Public Employee Relations Commission.
The term "SAM" and "LEAP" shall mean the Washington State Teacher Salary Allocation Model.

Section B. Recognition

1. Basic Unit: Pursuant to RCW 41.59, the Board recognized the Association as the exclusive bargaining representative for all non-supervisory certificated educational employees under contract to the District or on leave by Board action.

2. Long-Term Substitutes: Also included in the bargaining unit are long-term substitute teachers. The term "long-term substitute" shall mean any substitute who replaces an employee for twenty (20) or more consecutive days or thirty (30) cumulative days.

Long-term substitutes shall be paid at the (schedule) base salary and shall have access to the grievance procedure relating to salary only.

Section C. Status of the 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. Any rules, regulations, policies, resolutions, or practices of the District related to employee terms and conditions of employment which are not in conflict with or inconsistent with this Agreement shall remain in effect. Upon expiration of this Agreement, its terms and conditions shall remain in effect to the extent provided by law.

Section D. Savings Clause

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provisions of this Agreement shall be found contrary to law, such provisions shall become inoperative while the remainder of the Agreement shall continue in full force and effect. Any such provision shall be re-negotiated as soon as possible upon the request of either party.

Section E. Printing and Distribution of Agreement

Following ratification of this Agreement, the Association shall prepare a draft copy that accurately reflects the tentative agreements that were ratified, for District review and mutual editing. After proof reading, mutual editing and agreement, the Association shall print the document and return to the District for distribution within fourteen (14) days of ratification. The District will provide three (3) copies of the final document to the Association and make electronic copies available to all members via the District website.

Section F. Drug and Alcohol Testing

In the event the District has reasonable cause to suspect that an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities of his/her employment with the District, the District shall have the right to require that such employee subject him/herself to drug and/or alcohol testing. The complete cost of such testing shall be at District expense. In the event that the test results are positive, the employee is entitled to a second test to be conducted as soon as possible. The second test shall be at the employee's expense unless the second test contradicts the results of the first test; in which case, the District shall pay for the second test.

In the event that drug testing remains positive, the District shall follow the requirements of the sufficient Cause Provision of this Agreement. The employee shall be afforded the right to request and be granted reasonable diagnosis, treatment and rehabilitation. Any occurrence of an employee under the influence of illegal drugs while performing the responsibilities of his/her employment may lead to disciplinary action up to and including discharge. The District will respect the employee’s rights to privacy, dignity, and security, and strict confidentiality will be observed at all times.

In the event that alcohol testing remains positive, the District shall follow the requirements of the sufficient
Cause Provision of this Agreement. The employee shall be afforded the right to request and be granted reasonable diagnosis, treatment and rehabilitation for any pre-existing, identified alcohol related disability as identified and defined under the American's with Disabilities Act. Any subsequent occurrence of an employee under the influence of alcohol while performing the responsibilities of his/her employment may lead to disciplinary action up to and including discharge. The District will respect the employee’s rights to privacy, dignity, and security, and strict confidentiality will be observed at all times.

ARTICLE II. BUSINESS

Section A. Association Rights

1. Meetings: The Association shall have the right to use District buildings, during non-duty hours, for business meetings, provided such meetings do not conflict with normal educational usage. Such use shall be coordinated with the District business office and shall not be allowed during times of strike. Once a month the Association shall have the right to hold a membership meeting directly after student dismissal. The scheduling of the meeting shall be made directly with the building scheduler with notification to the Superintendent.

2. Equipment: The Association may use the District's audio-visual, copying, and other equipment provided such use doesn't interfere with normal operations of the District. The Association shall reimburse the District for the cost of supplies and any repair or maintenance charges that are incurred as a consequence of such usage. None of the equipment shall be removed from its place in the school building without specific permission. Equipment use shall not be allowed during times of strike.

3. Budget: Upon request of the President, the District shall provide the President with a copy of the District's proposed annual budget and, following its adoption, with a copy of the adopted budget.

4. Annual Budget Report: Upon request of the President, the District shall provide the President with a copy of the District's annual budget report.

5. Monthly Budget Report: Upon request of the President, the District shall provide the President with a copy of each monthly budget report (abbreviated form, as given to the Board).

6. Board Agenda and Minutes: The District shall post copies of its agenda and minutes on a bulletin board adjacent to the District office.

7. Other Information: As part of its legal responsibility as bargaining agent, the Association may from time to time request additional information from the District in order to form the partial basis for proposals to the District (bargaining or otherwise), to properly represent individuals involved in disputes with the District (grievance and otherwise), to monitor District finances and administrative actions, and to provide timely information to its members. The request shall be made by the officers or appointee of the Association in writing (e-mail accepted) to the superintendent. The District shall provide such information to the Association in a timely fashion with consideration of its normal office work load. The District shall not, however, be compelled to create reports or produce reports that are not produced for other purposes. Rights to privacy shall be protected in all cases to the full extent provided by law.

8. Timeliness and Costs: All exchanges of information required by this Section shall be made in a timely fashion at copy costs no more than what the District charges the public.

Section B. Payroll Deductions and Representation Fees

1. Amounts: The Association shall provide the business office the dollar amount of dues and representation fees, and the employees on payroll deduction for dues, on or before September 15
of each year. This notice shall form the sole basis for payroll deductions by the District.

2. **Pay Periods:** All payroll deductions for continuing employees shall be made by the District from warrant in twelve (12) equal amounts beginning with the September pay period and continuing through the August pay period.

3. **Proration:** Payroll deductions for new employees who begin employment after September 1 or for any employee who severs employment before June 1 shall be prorated for each month employed.

4. **Effect of Authorization:** The employee's authorization for payroll deduction of Association dues and assessments or fees shall remain in effect until the following August 31. Revocation of authorization shall be made through the Association.

5. **Representation Fee:** The District shall deduct a representation fee from the monthly warrant of each employee who is not an enrolled member of the Association by September 15. The representation fee shall be equal to membership dues and assessments, excluding donations for WEA/PAC and NEA/PAC.

6. **Religious Exemption:** Any employee may claim an exemption from paying the representation fee based upon bona fide grounds or religious objection. In such case a sum equivalent to the representation fee shall be paid to a designated non-religious charity. If the claim or the designation of the charity is disputed it must be submitted to PERC for resolution as provided in RCW 41.59.

7. **Hold Harmless:** The Association agrees to refund to an employee any amount of dues or fees paid in error. It agrees to indemnify, defend, and hold the District harmless against any claim made or action instituted because of any payroll deduction made under this section.

### Section C. Management Rights

The Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or is to be implied by any provisions of this Agreement. The District retains all customary, usual, and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incident to its responsibilities to manage the affairs of the District or any part of it, consistent with law and this Agreement.

### Section D. School Calendar

Before the end of April of each school year, a small committee consisting of representatives from administration and 2 teachers from each building shall meet and confer regarding the subsequent year’s calendar to provide input.

The employee work day shall end with student dismissal on days preceding Thanksgiving and Christmas holidays, spring vacation, and the last day of school.

### Section E. Joint Meetings

Representatives of the Association and the Board shall meet, upon written request from the President or the Superintendent. The number of meetings shall not exceed four (4) times during the school year without permission of both parties. Purpose of the meetings shall be to discuss the administration of this Agreement and other matters of mutual concern in a good faith effort at mutual problem solving. The meetings shall not deal with contract negotiations nor with the resolution of grievances.

### Section F. Policy Manual
The District shall maintain at least one (1) copy of the updated and current District Policy Manual in the elementary, intermediate, middle school, high school and District office. The manual shall be accessible in whichever buildings are open for business.

**Section G. Job Descriptions**

The District shall issue job descriptions to each employee for each supplemental contracted position along with a copy of the contract for that position when the contract is issued.

**ARTICLE III. EMPLOYEE RIGHTS**

**Section A. Organizing**

Every employee shall have the option either to join in self-organization, to form, join or assist employee organizations, to bargain collectively through representatives of their own choosing or to refrain from any or all such activities to the extent permitted by law and this Agreement.

**Section B. Privacy**

The private and personal lives and beliefs of any employee are not the concern of the Board, and shall not be used by the Board as the basis for adverse action taken against employees, provided that such do not interfere with the performance of the Employee's duties and are not contrary to the Code of Professional Conduct (WAC 181.87 and WAC 181.88).

**Section C. Nondiscrimination**

The provisions of the Agreement shall be applied without regard to race, creed, religion, national origin, age, sex, sexual orientation, including gender expression/identity, marital status, military status, honorably discharged, the presence of any sensory, mental, or physical handicap as long as the impairment or status does not interfere with the employee's performance on the job and without regard to an employee's membership status in the Association.

**Section D. Sufficient Cause**

An employee shall be disciplined only with sufficient cause. The specific grounds forming the basis for official disciplinary action shall be given to the employee in writing. The employee is entitled to have an AR present at any meeting at which the employee is being investigated for possible misconduct or disciplinary action. If a request for such representation is made any meeting regarding the investigation or disciplinary action shall not take place until the AR can be present, provided the delay is no more than twenty-four (24) hours.

A policy of progressive discipline which includes, but is not necessarily limited to, verbal warning, written reprimand, suspension with, or without, pay and non-renewal or discharge shall be followed. Offenses of a serious nature may require omitting some of these steps.

**Section E. Complaints Against Employees**

1. **Procedural Requirement:** When an administrator determines that a complaint may lead to disciplinary action, he/she shall within five (5) school days of the determination, initiate this process according to this procedure.

   Step 1 Principal/appropriate administrator: The employee's principal shall meet with the employee to apprise the employee of the full nature of the complaint. They shall attempt to resolve the matter informally.
Step 2  Principal/appropriate administrator and Complainant: In the event that a complaint is unresolved at Step 1, the employee may request a conference within five (5) business days with the complainant and the principal/appropriate administrator to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the employee may within ten (10) business days, request in writing, that the complaint be transmitted to the Superintendent.

Step 3  Superintendent: At the request of the employee or principal/appropriate administrator, any complaint unresolved at Step 2 shall be reviewed by the superintendent.

When legally possible, the superintendent shall attempt to meet with the principal/appropriate administrator, the complainant, and the employee jointly and shall attempt to reach a satisfactory solution to all persons involved. In the event such a solution is found, it shall be reduced to writing and signed by the participants of the conference.

2. Use of findings: No complaint against an employee may be used in a disciplinary action or evaluation against that employee unless the complaint was discussed with the employee within five (5) school days pursuant to this section.

3. Representation: After Step 1 of the procedure, the employee shall have the right to representation by an AR at any meetings or conferences regarding the complaints that could result in discipline.

Section F. Personnel File

An employee shall have the right, upon request, to inspect all contents of his/her personnel file. Upon request, a copy of any documents contained therein shall be provided the employee at his/her expense. Only one (1) personnel file shall be maintained for each employee. It may have a segregated section for confidential placement files. Grievance records shall be maintained separately.

Any inspection of the file by an employee shall be in the presence of a District representative and, at the option of the employee, an Association representative.

An employee's personnel file shall, at a minimum, contain the following:

1. The employee's evaluation reports
2. Copies of contracts
3. Teaching certificate(s)
4. Up-to-date transcripts of academic records

A copy of all materials placed in the employee's file shall be given to the employee at or before the time it is placed in the file. Employees retain the right to attach written comments. An employee shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature signifies only that a copy has been received and has been read.

Confidentiality: To the extent allowable by law and this Agreement, all personnel files shall be confidential.

Working Files: Principals may keep other working files. Such files may contain information about complaints against employees that have been processed according to Article III Section E. Principals will destroy such files without leaving files that could prejudice their successor.

Removal of Materials: After seven years the District may remove and destroy employee's evaluation reports. After three years, upon request of the employee, the District shall remove and destroy any adverse materials (excluding evaluation reports) provided there has been no related disciplinary action or evidence of a violation of State or Federal law.
Section G. Assignment, Vacancies, and Transfer

1. Definitions:
   a. The term "position" shall mean the specific grade level content area, and program a
      teacher is assigned to the current year.
   b. The term "program" shall mean the funding source: i.e. Basic Education, Enrichment,
      Special Education, Transitional Bilingual, Title I Regular, Title I Migrant, LAP and similar
      financially differentiated programs.
   c. The term "voluntary transfer" shall mean a change from an employee's current position to
      a different position at the employee's request.
   d. The term "involuntary transfer" shall mean a change from the employee's current position
      to a different position at the District's direction.
   e. The term "vacancy" shall mean any position open including new positions, after in-district
      transfers have taken place.
   f. The term "assignment" shall mean the specific position that is given to a
      certificated staff member. Assignments shall occur before posting a vacancy.
      Assignments shall remain an administrative right and responsibility. If a teacher
      does not agree with an assignment, it shall be considered an involuntary transfer.

2. Notice to Continuing Employees of Intent to Return: All employees shall be given written
   notice of any changes in their assignments for the coming year not later than June 1 of each year.
   Subsequent changes may be made by mutual agreement or for emergency purposes only. The Intent to Return form shall include the opportunity for an employee to indicate interest in transfer
   to another position and ability to be notified during the summer should any position open.

3. Posting: All vacancies occurring during the work year shall be reported to the Association and
   posted in each building for a minimum of seven (7) days. All known vacancies for the following
   work year shall be reported to the Association and posted in each building by May 15 of the
   current work year. Thereafter and until the start of the new school year, the job posting list shall
   be updated, as new vacancies become available, with the new listing being posted. During
   vacation periods, the District shall notify Employees of the posting by e-mail, provided Employees
   make a request in writing to receive such postings.

4. Application for Transfer: Employees requesting a transfer to a vacancy shall complete and file
   a request for transfer with the Superintendent within the posted time-line.

5. Priority in Hiring for New Positions: The District shall hire the best-qualified applicant for
   each position. All qualifications for any posting shall be set out in the posting. All certificated
   staff members who are eligible (certificated and highly qualified) and who apply shall be
   granted, upon request, a conference with the Principal or program administrator to discuss the
   position prior to the candidate screening process.

   If an employee is not interviewed a written or oral explanation of why an interview was not
   granted shall be given. Any employee not selected for an interview may request a conference
   with the administrator regarding ways that would help strengthen their application for future
   openings. Hiring will take place in accordance with the following procedures:
   a. When announcing a new/vacated position, Human Resources Office shall include a
      timeline for application and selection. Posting and updating shall be maintained in the
Human Resources Office throughout the year and in each building during the regular school year.

b. Applicants shall direct a letter to the Human Resources Office.

c. Qualified applicants shall be notified by the Human Resources Office or Building Principal or Program Director of an interview appointment.

d. An interview team shall be facilitated by the Principal or program administrator, and will include, when possible, the following:
   1. One WEA member selected by the Association
   2. One Dept/Grade level certificated employee selected by the Principal or program administrator from a list of at least three WEA members provided by the Association in the grade level or department where the opening exists.
   3. Community representative, when appropriate and mutually agreed upon by the Association and Administration.

e. If two consecutive Employee Requested Assignments have created an opening after school has started, the position will be posted for out of District candidates only.

f. The Human Resources Office or Building Principal or Program Director shall inform all interviewed applicants that a candidate has been selected. Notification shall include a written statement of acceptance or non-acceptance

In the event the qualifications of interviewees are substantially equal, the District shall apply the following priority order when filling transfers and new positions:

a) Applicant with the most seniority.

b) Applicants for voluntary transfer from within the building, including those who are part-time and are applying for a position that would increase their contract time.

c) Applicants for voluntary transfer from outside the building, but within the District.

d) Other applicants.

Involuntary Transfers: Involuntary transfers shall be made when necessary to accommodate fluctuations in enrollment, programmatic changes, inability to find a qualified applicant, or in case of emergency.

a. If an employee is transferred against his/her wishes, he/she shall give written notice to his/her immediate supervisor and the superintendent within ten (10) business days of being notified of the transfer.

b. When such transfers are reported, the immediate supervisor must supply a written justification of the necessity of the transfer to both the employee being transferred and the superintendent within ten (10) business days of the employee reporting his/her unwillingness to be transferred.

c. Should the employee question the validity of the justification, he/she may appeal to the superintendent within ten (10) business days of receiving the written justification.

d. In the event the employee is not satisfied with the Superintendent’s decision, he/she may request a review in January of the following year by a committee consisting of two (2) administrators and two (2) representatives chosen by the Association. The employee may select one of the two administrators. In the event the committee, by majority vote,
deems the involuntary transfer was inappropriate, the employee will be given the right of first refusal that year and the next year to return to his/her original position if such a vacancy occurs.

e. Any employee transferred to a position that they are not qualified by education or certification to perform will not be given an unsatisfactory evaluation in the unendorsed area until such time as they have become qualified in that area.

7. **Change of Assignment Assistance:** Employees who are involuntarily transferred shall be provided training at District expense in reasonable amounts, if they are transferred to a position for which they are not endorsed or highly qualified. They shall also be given one (1) per diem day to move professional materials and belongings to their new assignment.

8. **Moving Assistance:** Employees who are involuntarily transferred from one work station to another shall receive one (1) per diem day to move their books, supplies or equipment.

9. **Employee Initiated Position Trades:** Employee initiated position trades shall mean two (2) employees who have requested and been granted permission from their building principal to seek a position trade.

**Section H. Individual Contract**

Individual contracts shall be subject to and consistent with State law and this Agreement, and shall be issued to employees no later than the last day of school. Two (2) copies shall be signed by the employee and returned to the Superintendent within fifteen (15) days. After the Board approves and the Superintendent signs, one (1) copy shall be returned to the employee, one (1) shall be retained by the District. The contract shall specifically provide that it is subject to the terms and conditions of this Agreement.

**Section I. Release from Contract**

1. **Prior to the last day of the current school year:** Upon his/her written request, an Employee shall be released from the obligations of his/her contract, provided that he/she submits a letter of resignation to the Superintendent prior to the last day of the current school year.

2. **Last Day of School to July 1:** Upon his/her written request, an Employee may be released from the obligations of his/her contract, if he/she submits a letter of resignation to the Superintendent. The District shall make a reasonable effort to accommodate such requests.

3. **After July 1:** Employees may be released from their contract if the District is able to find a replacement for the position.

**Section J. Hiring Committees:**

The Association will have two representatives selected by the Association on all hiring committees for certificated administrative personnel.

**Section K. Employee Protection**

The District shall provide such insurance for the protection of its employees as is required by RCW 28A.400.370. The District shall notify the President of any changes in such insurance coverage.

An employee who is threatened with physical harm by any person or group while carrying out assigned duties in a reasonable manner, shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the employee by the Superintendent at the earliest possible time.
Absence Due to On-The-Job Injury: Whenever an employee is absent from employment and unable to perform his/her duties as a result of injuries sustained in the course of employment, the District shall grant the injured employee sick leave with pay for a period not to exceed the amount of the employee’s sick leave account. In the case of any injury which is covered by the State Workman’s Compensation Act, the District will pay to such employee the available sick leave pay for the period of the absence. Upon receipt of State Labor and Industries insurance or trust providers payments for the applicable time loss, the employee shall endorse any and all such time loss payment checks and present them to the District’s payroll office. The District will then reimburse the employee’s sick leave account with hours or days equivalent to those which payment has been allowed by the provider. All other benefits such as retirement, social security, and salary placement shall be maintained by the District.

Information to Employees: The District shall, within three (3) student days of registration, inform each employee who has the need to know concerning any student or student’s family member who has a consistent and/or unusually violent history, is behaviorally disturbed, or on a 504 accommodation. The District shall provide this information based upon any written records that the District maintains or which it receives from a law enforcement agency or previous school district. Information shared shall adhere to state law and federal law.

New Students:
1. Employees will be notified one day in advance of placement of new students in their class.
2. Employees will be notified of all known behavior problems with students and their parents when a student is placed in their class.

Section L. Complaints By Employees

Nothing in this Agreement shall prevent an Employee(s) from bringing non-grievance complaints or concerns to the District. Such may be processed in a fashion similar to the grievance procedure, provided that the appeal of such matters shall end with the Board and shall not proceed to arbitration.

Section M. Email

Employee usage is not private or confidential. The District will post a warning notice on each employee’s email that will be visible each time the employee logs onto their computer.

ARTICLE IV. EVALUATION AND PROBATION

Section A. Evaluation Procedures

1. Compliance with Law: Evaluation procedures shall be in accordance with RCW 28A.405.100 and this Agreement.
2. Evaluators: Employees shall be observed and evaluated by their principal or designee who shall be a professionally qualified administrator.
3. Notice: Within thirty (30) school days of employment for new employees, and within thirty (30) school days of the opening of school in the fall for continuing employees, each employee shall be given a copy of the evaluation form and shall be informed of the specific criteria upon which the evaluation will be based. Where appropriate, evaluators may use group meetings for this purpose. At this meeting each employee shall be informed of his/her evaluator, and given a copy of the Evaluation Option Form, a copy of which is attached to and made a part of this Agreement as Appendix F. Within ten (10) school days following this meeting each employee shall complete the Evaluation Option Form and return it to his/her evaluator.
4. **Observation**: Observations will be the primary basis for evaluation. The observation report shall be signed by the employee and observer. The employee's signature need not indicate agreement with its content. A duplicate shall be retained by the employee. The employee may submit written comments concerning the report, within 20 school days of receiving the report, which shall be attached to the report in the file.

All observations of the employee shall be conducted openly and with the knowledge of the employee.

5. **Evaluation Report**: The Evaluation Report shall mean that document which becomes a part of the employee's personnel file. The Employee Final Evaluation Report (Short Form) is attached to and made a part of this Agreement as Appendix E. The Employee Final Evaluation Report (Long Form) is attached to and made a part of this Agreement as Appendix D. The Certificated Personnel Educational Staff Associate Evaluation Report is attached to and made a part of this Agreement as Appendix J.

The evaluation report shall be signed by the employee and evaluator. The employee's signature shall not necessarily indicate agreement with its content. A duplicate shall be retained by the employee. The employee may submit written comments concerning the report within 20 school days of receiving the report, which shall be attached to the report in the file.

Section B. Provisional Employees

1. The term "Provisional Employee" shall mean a beginning employee who is in his/her first two (2) years of employment with the District or three (3) years for employees hired beginning with the 2011-12 school year, unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be provisional for one (1) year.

2. **Observations**: Each evaluation shall be preceded by at least two (2) observations. At least two (2) observations shall be a minimum of thirty (30) minutes each and the time shall total no less than sixty (60) minutes for each evaluation. A pre-observation conference shall be held for at least one (1) of the observation sessions so that the evaluator can be informed of the employee's objectives, methods, and materials for the lesson. Other observations may be done without a pre-observation conference. Following each observation or series of observations, the principal or evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof and confer with the employee within three school days after the report was prepared.

The observation report shall be signed by the employee and observer. The employee's signature need not indicate agreement with its content. A duplicate shall be retained by the employee. The employee may submit written comments concerning the report within 20 school days of receiving the report, which shall be attached to the report in the file.

3. **Frequency of Evaluation**: Provisional employees shall be evaluated by long form no less often than two (2) times during their first (1st) year of employment. The first (1st) such evaluation must be completed within the first (1st) ninety (90) calendar days of employment. The final evaluation shall be completed no later than June 1.

4. Provisional employees right to continuing employment shall be determined solely in accordance with RCW 28A.405.220.

5. Provisional employees shall not be entitled to be placed on probation. Placing provisional employees on probation, however, shall not be construed to entitle such employees to any additional rights or to a loss of any rights by virtue of such placement.
Section C. Short Form Employees

1. **Short Form Employee:** Any employee who has been employed by the District for four (4) years with satisfactory evaluations may choose the Short Form evaluation, provided that any such employee may opt out of short form status for any full year. Once eligible for the Short Form, such employee will alternate between the Short Form and the Long Form each year throughout his/her career, provided that if an employee receives an unsatisfactory evaluation in any of the seven major categories, they shall remain on the Long Form until the overall evaluation is satisfactory.

2. **Frequency of Evaluation:** Short form employees shall be evaluated one (1) time per year, which evaluation shall be completed no later than June 1.

3. **Observations:** Short form employees shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes.

4. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210 or RCW 28A.405.220. The short form evaluation may be used only in those cases where the evaluator reports "satisfactory".

5. **Removal from Short Form:** If the evaluator or employee has reason to believe the short form option should be dropped during the year, written notification must be given of the reasons for the decision by February 1. An employee removed from short form must be placed on long form for at least one (1) year.

Section D. Long Form Employees

1. **Long Form Employees:** Shall be those employees who are provisional employees with the District, who are on probation, and who do not qualify for short form evaluation.

2. **Frequency of Evaluation:** Long form employees shall be evaluated at least one (1) time each year, which evaluation shall be completed no later than June 1.

3. **Observations:** Each evaluation shall be preceded by at least two (2) observations. At least two (2) observations shall be longer than thirty (30) minutes each and the time shall total no less than sixty (60) minutes for each evaluation. A pre-observation conference shall be held for at least one (1) of the observation sessions so that the evaluator can be informed of the employee's objectives, methods, and materials for the lesson. Other observations may be done without a pre-observation conference. Following each observation or series of observations, the principal or evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof and confer with the employee within three school days after the report was prepared.

   The observation report shall be signed by the employee and observer. The employee's signature need not indicate agreement with its content. A duplicate shall be retained by the employee. The employee may submit written comments concerning the report within 20 school days of receiving the report, which shall be attached to the report in the file.

   All observations of the employee shall be conducted openly and with the knowledge of the employee.

Section E. Probation

1. **Notice:** In the event that an employee's work is judged unsatisfactory based upon evaluation criteria and procedure, the employee shall be notified in writing of the specific areas of deficiency along with a suggested, specific, and reasonable program of improvement as soon as October
15, but no later than January 20 of the academic year. This written notice shall advise the employee of the establishment of a probationary period which shall be a minimum of sixty days in length, ending no later than May 1. The notice to the employee shall be signed by the Superintendent.

2. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in his or her areas of deficiency.

3. **Regular Meetings and Assistance:** During the probationary period, the evaluator shall meet with the employee at least twice (2) monthly to supervise and make written evaluations of the progress made by the employee. In addition, the evaluator may authorize one additional non-bargaining unit employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. The employee may have an Association Representative (AR) attend all conferences required in this process. Evaluation conferences will be scheduled at the first meeting and only rescheduled by mutual agreement of both the employee and evaluator. At the employee’s request, the Association will provide an Association Representative or substitute Association Representative at each evaluation conference.

4. **Removal:** The employee may be removed from probation at any time he or she has demonstrated improvement to the satisfaction of the evaluator. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 1.

5. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory improvement in the areas of deficiency, the employee shall be notified on or before May 1 of the lack of improvement along with specific documentation. Lack of necessary improvement may constitute grounds for non-renewal or discharge pursuant to RCW 28A.405.210 as now or hereafter are amended.

6. **Adverse Effect:** The establishment of a probationary period shall not be deemed to adversely effect the contract status within the meaning of RCW 28A. 405.300.

7. **Grievability:** Only the procedural aspects of probation shall be subject to grievance.

**Section F. Non-Renewal of Provisional Employees**

1. **Notification.** Provisional employees shall be notified by the superintendent on or before May 15th of non-renewal and the notification shall state the reason or reasons including budget constraints for such a determination. This notification date may be moved to June 1 if the legislature is still in session.

2. **Hearing.** Any employee so notified, may request, in writing and filed with the superintendent within ten (10) days after receiving such notice, a meeting with the superintendent for the purpose of requesting the superintendent to reconsider their decision. The employee will have the opportunity to refute any facts upon which the superintendent made their decision and make any arguments in support of their request for reconsideration.

3. **Ten Days.** Within ten (10) days of the meeting, the superintendent will either reinstate the employee or further their recommendation for non-renewal to the board of directors for consideration at their next meeting.

4. **Notification of the Board Meeting.** The employee shall receive a copy of the report to the board of directors at least three (3) days prior to the meeting. The board will consider any written documentation filed with the secretary of the board (the superintendent) by the provisional employee.
5. **Final Decision.** The board of directors shall notify the provisional employee of their decision within ten (10) days of the meeting at which the superintendent’s recommendation was considered. The decision of the board is final and not subject to appeal.

**ARTICLE V. LAYOFF AND RECALL (RIF)**

**Section A. Initiation of RIF**

1. **Need:** In the event the District anticipates a significant loss in revenue or change in program which requires a reduction in workforce (RIF), the District shall follow the procedures contained in this section.

2. **Notice:** RIF's shall not be made without thorough review of programs and options available. The District shall notify the Association of the proposed RIF at least thirty (30) calendar days before May 15, and shall advise the Association of the financial situation, anticipated program changes and needed staffing levels. The District will document all non-employee related cuts made prior to initiating a RIF of certificated staff.

3. **Leave Employees:** Employees returning from leave must be re-hired; however, such employees are subject to this Article and the same requirements and procedures as other employees. Such determinations are based upon seniority as specified in this Article.

4. **Definition:** The term “RIF” shall mean any action taken by the District to reduce the number of employees.

**Section B. Categories**

Employees shall qualify for placement in the following categories:

1. Kindergarten (K) through Grade eight (8)
2. Grades nine (9) through twelve (12)
3. Career Technical Education, Grades seven (7) through twelve (12)
4. Special Education, Pre-K through Grade twelve (12)
5. Specialists, Kindergarten (K) through Grade twelve (12)

Employees shall be placed in the category of their current assignment. For continuing employees, they will also be listed in any previous category until the end of the second year in their current assignment. Such placement must be in conformance with the certification and endorsement requirements of State and Federal Regulations, including meeting requirements as “Highly Qualified”. Both RIF's and recalls shall be made according to these categories.

**Section C. Seniority**

1. **Seniority Defined:** RIF shall be accomplished by seniority within retention categories, with the least senior employee within each category being RIFed first. The term “seniority” shall mean the total number of years of certificated experience in Washington.

2. **Seniority Ties:** In the event the total number of years of certificated experience in Washington State ties in seniority, such seniority ties shall be resolved in the following sequence:

   a. The number of years such employees have been employed in qualifying positions in the Wahluke School District from the most recent date of continuous employment.

   b. The total accumulated certificated experience, as recognized by SAM.
Part-Time Employee Seniority: Seniority for part-time employees shall be credited on the same basis as their percentage of employment. (Half-time employment for one (1) full year shall equal one-half year seniority.)

Seniority List: The District shall publish a complete seniority list by November 1 or as soon as possible after that date, and no later than February 1 of each year. The seniority list shall be posted in each building along with a copy to the President.

Seniority Disputes: Challenges to an employee's seniority placement shall be made by such employee within thirty (30) days of the posting. All such challenges shall be accompanied by authenticated documentation pursuant to Section C. Seniority, paragraphs 1 and 2 contained herein.

Section D. Procedures

If a RIF is required, the District shall first seek voluntary reduction through leaves of absence, resignations and/or retirement before implementing a layoff. If layoff is still necessary, the District shall retain the most senior first taking into account certification and the District's need to offer a basic curriculum.

The District shall issue letters to employees affected by a RIF indicating that the RIF was not due to any concern with the employee's performance.

1. Notice: Employees to be RIFed shall be notified in writing by the District, pursuant to law.

2. RIF Pool: Any RIFed employee shall retain a re-employment relationship for two (2) years with the District by being automatically placed in the RIF pool. Credit for any education acquired during that period shall be granted.

3. Outside of Endorsement: In the event an employee is placed outside his/her areas of certification or endorsement, due to reassignment or recall related to the RIF, such employee shall have a notation placed on his/her evaluation form stating that the assignment is an emergency assignment outside his/her area of certification/endorsement.

Section E. Recall

1. Seniority: Recall shall be by seniority order according to the categories for which the employee is qualified.

2. Employment in Other Districts: Acceptance of non-continuing employment as a certificated employee of any other district while in the RIF pool shall not constitute termination of the employment relationship within the pool. No person shall be hired from outside the District for bargaining unit positions until all employees in the RIF pool have been determined to be not qualified for the position.

3. Notice: The District shall give notice of recall by sending a certified letter to the employee at his/her last known address. It shall be the responsibility of the employee to notify the District of any change of address.

4. Response: Any employee so notified shall respond within ten (10) days from receipt of said
notice to indicate whether he/she accepts or rejects the position.

**Section F. RIF Benefits**

1. **Substituting:** The District shall hire RIF pool employees for substitute positions except when no such employee is available or qualified.

2. **Insurance:** Upon request of a RIF pool employee the District shall make provision for the continuance of an employee's participation in any District group insurance program (carrier permitting). The entire premium required shall be paid by the employee to the District office monthly, as required by the District.

**Section G. Remedy**

In the event a RIFed employee requests a hearing, either the employee, the Association, or the District may elect to submit the issue to the grievance procedure, initiated at Step Two (2), instead of taking the matter to a hearing pursuant to RCW 28A.405.310.

**ARTICLE VI. INSTRUCTION**

**Section A. Academic Freedom**

Academic freedom shall be guaranteed to employees.

1. **Outside of School Activities:** The right to academic freedom shall include the right to support or oppose political causes and issues outside of the normal classroom activities.

2. **Joint Accountability:** The ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment. Employees alone cannot be held accountable for the academic achievement of the pupil in the classroom.

3. **Role of Standardized Tests:** While standardized test results may be used as an indicator of potential problems that need further investigation, they shall not be used to directly evaluate the quality of an employee's service or fitness for retention.

4. **Electronic Eavesdropping Bar:** Mechanical or electronic devices shall not be used to evaluate personnel, except when an employee chooses to use such devices to voluntarily provide artifacts associated with the new evaluation system.

5. **Controversial Issues:** Controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees shall use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. In discussing controversial issues, the employee shall encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues employees shall show respect for positions other than his/her own. Students shall be encouraged, after class discussions and independent inquiry, to reach their own conclusion regarding controversial issues.

6. **Responsibility to the Profession:** Academic freedom shall not supersede the basic responsibilities of the employee to the education profession, including;
   a. a commitment to democratic tradition as a way of life and the methods implied in implementing this end,
   b. concern for the welfare, growth and development of children,
Section B. Student Discipline

All employees have the right to expect acceptable behavior from all students and to maintain discipline in an educational atmosphere. Employees should use reasonable judgment, consistent with law and District policy, to protect themselves, other employees, or students from verbal attack or physical abuse. The District shall support its employees in their use of legal disciplinary measures. Employees shall maintain order and discipline in their classroom. Disciplinary action(s) should be carried out to reduce disruption of the educational process.

The District shall implement policies which deal with student misconduct or insubordination disruptive to the classroom environment, including a policy for student detention, suspension, and expulsion. An employee may recommend to the principal a pupil's suspension or expulsion from school. The principal shall consider such recommendations in determining actions to be taken. Such actions shall be consistent with student disciplinary policies. The administration, Board, and the Association shall meet annually to review and update policies on student discipline.

The building administrator shall notify an employee within three (3) student days, of action taken by the office when a student is sent for disciplinary referral.

Any time a student makes a threat to an employee, all staff on the student’s schedule shall be notified of the threat.

No student will be returned to the classroom without the required conference with the administrator and the teacher.

Section C. Classroom Visitors

1. All visitors to a school and/or classroom (except District administrators) shall clear through the school office with prior notification to the teacher and receive a visitor’s pass before proceeding to a classroom.

2. The Principal/designee shall make initial contact with the teacher for the purpose of maintenance of quality instruction time and to facilitate another time so as not to disrupt the educational process, if deemed necessary by the principal.

3. Upon request of the employee, time shall be arranged after any visit to his/her class for a brief conference with any non-administrative visitor.

Section D. Instructional Aide

The District shall not hire a classroom instructional aide to replace employees on a permanent basis. All classroom instructional aides shall be under the direct supervision of the employee to whom they are assigned. An employee shall be responsible for preparation and instruction when an aide is performing assigned instructional tasks. In the event of unsatisfactory performance on the part of an instructional aide, the employee shall make a report to the principal, who shall arrange a mutually acceptable time to confer with the employee and instructional aide regarding the matter.

Section E. Employee Facilities Access
Employees shall be issued keys for their classroom, faculty lounge/work area and an outside door of their assigned buildings; and further provided that employees shall have access to copy machines or the District shall provide adequate copying service. Employees shall be required to use the designated, after-hours access door and “log-in” in accordance with building policy.

Section F. Plan Time

1. **Elementary:** Kindergarten through grade five (5) employees shall have scheduled no less than two-hundred-twenty-five (225) minutes per week (except early release and conference days) for planning purposes, which time shall be in blocks of no less than thirty (30) minutes per regular school day as scheduled by the District.

2. **Secondary:** All full-time secondary (6-12) employees shall have scheduled no less than one (1) class period per contract day for planning purposes, except on shortened days at the HS where planning periods are provided on alternating days.

3. **Use:** The use of plan time shall be for professional purposes as determined by the employee. This time is restricted to on-site activities, unless prior approval is received from the building principal.

4. **Loss of Plan Time:** In the event no substitute teachers are available and a building principal is forced to ask a certificated classroom teacher to cover a class during their planning time, the affected teacher will be paid an additional stipend equal to the employee’s hourly per diem rate.

5. **45/15 Bar:** The forty-five (45) minutes before students arrive and the fifteen (15) minutes after students depart is not to be computed as a part of the plan time defined above, but is to be used by employees as additional plan time, time for giving students extra assistance, conferences, consultations, faculty meetings (not to exceed two (2) per month unless an emergency occurs) supervision and similar professional purposes.

6. **Part-Time Employee:** Part-time employees shall be granted plan time proportionate to the amount of time they are employed.

7. **Late Start:**

   **Shared Interest:** We believe that student learning improves when staff has time to plan and to train and implement collaboratively.

   **Purpose:** To address building and district-wide needs regarding student learning.

   **Goal:** To improve student learning through improved instructional practice.

   Late Start (LS) shall be organized around the GLE’s, district academic programs and building goals. All employees shall be involved in LS.

   All LS will provide seventy-five (75) minutes of staff development activities and will end thirty (30) minutes before the student day begins. LS start time will be one and three quarters (1.75) hours before the student day begins. LS are part of the regular workday and all employees shall attend.

   The District will provide clock hours for all district-directed LS that employees attend.

   Documentation of the use of the time will be required only from those employees requesting clock hours. Each employee shall be responsible for keeping their own clock hour records.
An inservice committee shall be created to meet the requirements of the clock hour program. The committee shall have one district office representative, one principal and three (3) teachers chosen by the Association, representing elementary, middle and high school. If it is necessary for the committee to meet outside normal school hours, teachers will be time-sheeted for that time. Work done by email will not be time-sheeted.

A joint District/WEA team will evaluate LS each May.

**District Days:** There will be three LS to be used for learning improvement activities such as but not limited to: assessment data analysis, PD, curriculum trainings, teaming, vertical teaming, grade-level, department and/or subject area meetings. Job Alike Days: Under the leadership of the building principals, staff will meet in grade level or department/program teams (PLC’s) to address professional development needs specific to state targets and compliance issues. Should there be a fifth Monday it will be a district day.

**Staff Directed:** One day a month will be staff directed for the purpose of implementing school improvement strategies addressed in previous LS’s.

Day Use and Designation: The calendared use and designation of each LS cannot be changed, in any building, unless the District and the Association agree and have at least one (1) weeks notice.

The Late Start calendar shall be jointly developed by May of each school year for the following year.

8. **Early Release Days:**

**Shared Interest:** We believe that student learning improves when staff has time to plan and to train collaboratively.

**Purpose:** To address building and district-wide needs regarding student learning.

**Goal:** To improve student learning through improved instructional practice.

a. The District agrees to provide k-12 teachers six (6) early release days to address building and district-wide needs regarding student learning.

b. The use of the Early Release Days (ERD) shall be as follows: Two (2) of the days will be used for District training; two (2) of the days for other learning improvement activities such as but not limited to assessment data days, professional development, curriculum training, teaming, vertical teaming, grade level/department, and staff teaming. The use of one day shall be mutually agreed upon by the building leadership team and building principal. The ERD in May will be staff directed.

**Section G. Work Load**

1. The parties recognize that:

a. A reasonable pupil-teacher ratio is desirable for effective teaching.

b. Class size for the various grade levels shall be as indicated below:

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<tr>
<th>GRADE</th>
<th>DESIRED</th>
<th>MAXIMUM</th>
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<tr>
<td>Kindergarten</td>
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<td>25</td>
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<td>1 - 2</td>
<td>22</td>
<td>25</td>
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<td>3-4</td>
<td>25</td>
<td>30</td>
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c. Workload Maximum:

- Assignment of high needs special education students will be balanced between classrooms and buildings to the greatest extent possible in accordance with “least restrictive environment” requirements and consideration of where siblings have been placed. High needs special education students new to the district will be placed in the appropriate setting according to their IEP after consideration of which building has the greatest capacity.

- The workload maximums may not apply in traditionally larger classes such as band, choir and in team-teaching situations. The workload maximums may not be applicable to special education, family and consumer science, vocational classes and federally funded programs where funding is contingent on lower class sizes. Lab classes workload shall be determined by the number of lab stations times two (2). Classrooms will be provided the necessary materials and equipment needed for the size of class and space allocation will be considered when assigning rooms.

d. Overage Payment: The school district shall have the first two (2) weeks of each semester to adjust class size. If unable to balance classes the employee shall be paid for the overage retroactive to the first day of the overload.

Such stipend shall be:

- Elementary level: twelve dollars ($12.00) per student per day
- Elementary Music and PE: two dollars ($2.00) per student per session
- Doubled Classes: two dollars ($2.00) per student per session
- Middle school level (7 period day): three dollars ($3.00) per student per period
- High school level (6 period day): three dollars ($3.00) per student per period

e. Special Education Work Load Limits:

| Resource Room | 30 |
| Life Skills    | 9 IEPs |

f. Special Education Extra Duty Contract

Certificated special education staff will receive a supplemental contract at per diem rates in the amount of 2.5 hours for each IEP (or 4 hours for Life Skills IEP’s) for which they are responsible and have completed by the students annual review date and which satisfy the legal requirements, and have been performed outside the school day on the District approved format. Supplemental contracts will be adjusted and prorated equitably to reflect additions and deletions from an employee’s IEP roster throughout the year.

2. Special education students on an IEP who are mainstreamed shall not be placed in a regular classroom without the employee having been notified and a copy of the Individual Educational Program (IEP) made available upon request. Regular classroom teachers shall be notified by the 10th day of the quarter of all special education students that have been placed/mainstreamed in their classroom.
a. In the event an employee believes a special education student has been improperly placed in his/her class, the employee shall have the right to request re-evaluation of that student’s placement.

b. The District’s written procedures regarding special education students shall be distributed to all employees in a timely fashion. District administrators shall discuss and explain those procedures in building faculty meetings.

c. The intent of this clause is to bring to the attention of the District administrators individual special education students who constitute a problem to the employee or class.

3. Employees are encouraged to discuss options to resolve problems of class size and class mix with the building principals. Options may include additional aide time, special training or equipment, transfer of students, additional employees or support staff and supplemental services.

4. General Education Classrooms shall have not more than five (5) Life Skills or Behavior Disordered special education students per class/section unless the teacher approves.

Section H. Report Cards

Report cards shall not be due until after the last day of the grading period. The date when Report Cards and Progress Reports are due will be noted on the building calendars as the normal grading periods.

Section I. Mentor Teacher

The District will participate in any beginning teacher mentor program developed according to SB 5946 as passed by the Legislature. This includes joining with any regional or ESD based consortia.

In the absence of funding from any legislatively created program, the District will offer the following support for beginning teachers.

- At least five (5) times during the school year, the District will provide professional development classes specifically aimed at assisting beginning teachers. Beginning teachers will receive fifty (50) clock hours for:
  - Attendance at these classes.
  - One hour of classroom work per week with their mentor

Mentor teachers shall also be eligible for the clock hours.

- Instructors for these professional development classes will include specialists from the ESD, regional higher education, or consultants hired by the District. Experienced teachers within the District may also be asked to provide instruction for one or more of these classes, for which they will be paid at their per diem rate.

- Building Level Instructional Coaches will work with all beginning teachers as part of their regular assigned duties.

- An experienced teacher within the building will be assigned to help individual beginning teachers. These mentor teachers will be non-provisional with successful experience in the grade level or subject area taught by the beginning teacher. At the start of each school year, Principals will survey experienced staff in the building to create a list of those willing to serve as mentors. Principals will choose a mentor from this list if one is needed and as described above. If no teachers with the building choose to be on the list, the Principal will seek a mentor from another building within the District. This provision does not prohibit the Principal from bringing in other experts to work one-on-one with the beginning teacher.

Mentors shall be assigned to beginning teachers for one (1) year with the possibility of the mentorship
being extended for up to a total of three (3) years at the discretion of the principal in collaboration with the beginning teacher and their mentor.

- In District Mentor Teachers will be paid a stipend of $200 per quarter. The expectation for this program is to help beginning teachers acquire skills and learn systems within the district. No teacher shall be assigned more than two (2) beginning teachers to mentor at any one time.

The program will be evaluated at the end of each school year by mentors and mentee's. A copy of the results of the evaluation will be given to the Association President.

**Section J. Moving Reimbursement**

If future legislation permits, those new employees establishing residence within the District boundaries may be reimbursed for up to $1,000 in itemized moving expenses.

**Section K. New Curriculum Adoptions**

Employees shall be provided training in new curriculum. At least one (1) of these training days will be available before the start of the school year. This training shall also include those employees newly hired or transferred.

**Section L. Development of the Master Schedule**

Prior to the end of the school year building administration shall hold a meeting of all faculty to explain the registration process and the process for developing the master schedule. The building administrator will build the master schedule based on the needs of the students and the assignment of classes will be based on the educator’s instructional strengths. If all things are equal, seniority in the content area will be considered for class assignment. The building administrator will inform the staff of the substantial completion and pending course schedule. The staff and building administrator will meet to discuss the proper placement of students for the upcoming year.

Throughout the year, when students are identified as being improperly placed, the parents will be notified and the student moved into the appropriate class as soon as possible.

**Section M. Instructional Coaches**

Instructional Coaches are TOSA positions subject to funding by the district through grants and local funds. The program may be terminated if/when these funds are no longer available. The primary duty of the Instructional Coach is to support teachers in professional development with the goal of improving academic performance. In order to preserve the integrity of the instructional coaching program, a majority of their weekly schedule shall be in direct observation or work with teachers.

To ensure that the coaches do not cross over into the responsibilities of the principal, the following restrictions shall apply:

1. Except for beginning teachers, participation by employee’s shall be voluntary. Any principal recommending that an employee work with an instructional coach shall have observed that teacher at least two (2) times and held a conference with the teacher outlining the benefit to be gained from working with a coach. The final decision shall be the employees.

2. In no way shall information observed or gathered by instructional coaches be reported to any administrator or used as a basis for any evaluator comments. Instructional Coaches are not part of the evaluation process in any way, but may offer suggestions for building based staff development activities. Evaluation of staff is the sole responsibility of building administrators.
3. Instructional coaches shall not attend administrators meetings as a matter of course. They may be asked to attend a maximum of four (4) times in any year when their input is needed on professional development issues.

Section N. Parent Requests

Up to five (5) parent requests may be honored in any classroom. After the placement of the fifth (5th) students, a meeting shall take place between the employee, principal and an association representative, if requested, before additional requests are honored.

Section O. Conferences

Parent/Teacher Conferences shall be scheduled in the fall and the spring as follows:

K-5

Wednesday: 11:30-7:15 employee day  12:00-3:00 student day
Thursday:  11:30-7:15 employee day  12:00-3:00 student day
Friday:    7:30-3:00 employee day   12:00-3:00 student day

6-12

Wednesday:  11:15-7:00 employee day  11:45-2:45 student day
Thursday:   11:15-7:00 employee day  11:45-2:45 student day
Friday:     7:15-2:45 employee day   11:45-2:45 student day

ARTICLE VII. LEAVES

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

1. Accumulation: At the beginning of each school year, each full time employee shall be credited with twelve (12) days of Illness, Injury, and Disability Leave, which shall be referred to hereafter as "sick leave." Employees who are less than full time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated leave balance shall be made known to him/her on each pay check stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

2. Use: Personal Illness, Injury, or Disability: The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury, or disability.

   a. Maternity: The District shall grant sick leave for pregnancy, childbirth, and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.

   Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

   c. Family Illness: The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. It is intended to follow the Washington State Family Care Act. Under these rules employees may use paid leave for care of a child with a health condition that requires treatment or supervision, or to care for a spouse, parent, parent-in-law, or grandparent or an adult child with disabilities, who has a serious health condition or an emergency health condition.
Medical/Dental Appointments: The District shall grant sick leave to employees for regular medical, dental or eye care appointments. The employee shall try his/her best to schedule these appointments as early or as late in the day as possible to minimize class disruption and reduce substitute needs, and to use prep time if at all possible. Furthermore, employees shall try to schedule non-emergency medical, dental and eye care appointments during vacation periods or other non-school times.

Adoption: In the event of adoption, use of sick leave may include time for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours, and such additional activity as is required to make the immediate inclusion of the adopted child into the employee’s household.

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

Paternity: The District shall grant up to five (5) days of leave to fathers on or about the date of the birth of a child. This leave will come from the employee’s sick leave.

Sick Leave Exhaustion: In the event an employee’s accumulated sick and personal leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave. It is the desire of the District to not approve unpaid leave except in extreme cases.

Annual Sick Leave Buy-Back Option: Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year), in January, of each year following any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one (1) day per month.

Death or Retirement Sick Leave Buy-Back Option: At the time of separation from District employment due to retirement (as recognized by the Washington State Teacher's Retirement System or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury.

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

Sick Leave Sharing: Employees are granted the right to donate sick leave to come to the aid of another employee within the same bargaining unit who gives birth, or is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment.

An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to a sick leave bank.

Employees are allowed to grant up to six (6) days during any twelve month period.
c. Employees cannot donate sick leave days that would result in his or her sick leave account going below twenty-two days.

d. Sick leave shall be defined as leave pursuant RCW 28A.400.300 with compensation for illness, injury and emergencies.

Section B. Personal Leave

Three (3) days of personal leave per year shall be granted to employees for personal commitments that do not qualify as emergencies. When possible, notice must be given twenty-four (24) hours in advance to the principal, stating only that leave is being taken under this section. No more than two (2) employees per building shall be granted personal leave at the same time, provided that the Superintendent may allow additional employees personal leave when, in his/her judgment, the circumstances of the request warrant special consideration. Personal leave shall be granted on a "first come, first served" basis. Personal leave shall not be granted during the first or last five (5) days of the school year, provided that, the Superintendent may allow personal leave during the first or last five (5) days of the year when, in his/her judgment, the special circumstances of the request warrant special consideration.

Unused personal leave may accumulate up to five (5) days. At each employee's option unused personal leave may be sold back to the District for the current rate of substitute pay plus fifteen ($15) dollars per day.

In the event an employee requests and is granted by the Superintendent the use of personal days above his/her number of accumulated days, the employee shall go without pay and the district will incur the cost of a substitute's salary, should a substitute be hired.

Section C. Bereavement Leave

Up to five (5) days bereavement leave with pay shall be granted, per incident, in the employee's immediate family. For purposes of this provision, the term "immediate family" shall mean spouse, child, sibling, parent, grandparent, grandchild, and spouse's sibling, parent, or grandparent.

Up to three (3) days bereavement leave with pay shall be granted, per incident, in the employee's extended family. For the purposes of this provision, the term "extended family" means mother substitute, father substitute, son-in-law, daughter-in-law, or any relative living in the immediate household of the employee. Additional time may be granted at the Superintendent or designee's discretion.

One (1) day of bereavement leave with pay shall be granted, per incident, in the event of the death of an employee's aunt, uncle, niece, or nephew.

At the Superintendent's discretion, leave to attend a funeral of a close friend or colleague may be granted.

In the event extended travel is required to attend a funeral or if additional time is needed for the above bereavement leave clauses, up to three (3) additional days may be granted, with the employee charged for the cost of a substitute teacher.

Section D. Long-Term Leaves

1. Term and Purpose: Long term leaves may be granted for up to one (1) year to those employees who have served the District a minimum of five (5) years. Leaves shall be granted for the purpose of study, travel, exchange programs, medical recuperation, child care needs which require the employee's permanent presence in the home and other such reasons pending board approval. Upon return from leave the employee shall be placed in a similar position in the District.

2. Employees shall not be eligible for re-application for long term leave for five (5) years after returning from such leave, except in cases of medical emergency, as determined by a bona fide

Wahluke S.D and Wahluke E.A. Agreement 2013-2015
medical authority.

An employee on Long Term Leave shall not receive salary, but the employee may at his/her option pay for the District insurance benefits if this is allowed by the insurance carrier.

Employees granted such leave shall not work in the field of education for compensation without the approval of the School Board. In the event that the applicant does work for compensation in the field of education without Board permission the applicant shall lose the right to return to his/her position with the District.

3. Application: An employee requesting Long Term Leave must submit a written application through the building principal to the Superintendent prior to April 1 of the school year prior to the year for which the leave is requested. The application shall specify: reasons for which the leave is requested, the college or university certified plan of study, and/or travel itinerary with educational objectives. Granting the leave is contingent upon the District being able to find a suitable qualified replacement.

4. Return: Employees on leave must notify the District in writing of their intent to return by March 1, or their right to return shall be lost and the District shall be without further obligation.

Section E. Association Leave

A pool of up to twenty-five (25) days Association leave shall be granted for Association business, provided such leave is requested at least five (5) school days in advance and substitutes are available.

A. Association Leave may be taken in half day increments, provided that is specifically stated at the time of the request, otherwise, all Association Leave will be considered full day.

B. No more than one (1) employee from any school may use Association Leave at the same time, except for Association Executive Board Members.

C. The Association will pay for actual substitute cost. If the Association exceeds the number of leave days allowed, any additional days used shall be reimbursed to the district at the actual per diem cost of the teacher, including benefits.

Section F. Military Leave

(RCW 38.40.060) Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserves of the United States or of any organized reserve or armed forces of the United States shall be granted military leave of absence from the District of the state or any county, city or other political subdivision for a period of up to fifteen (15) days per calendar year. Such leave shall be granted in order that the employee may take part in active duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or Sick Leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave the employee shall receive from the District his/her normal pay.

Section G. Public Office Leave

Upon the request of an employee, the District may grant leave without pay to such employee for campaigning for public office and to any employee who has been elected to public office. Upon return to the District, the employee shall be placed in the same or a similar assignment to that held prior to the leave.
Section H. Federal and State Law

Leave provisions shall be a part of any comparable leave provided by Federal and/or State law and shall not be an addition.

Section I. Unpaid Leave

Unpaid leave may affect salary placement, retirement, seniority, and other benefits.

ARTICLE VIII. FISCAL

Section A. Compensation

The District shall use the state approved LEAP document as the salary schedule for employees. All employees shall be placed on the salary schedule (Appendix A) according to their experience and education at the time of employment and shall be advanced one (1) year for each school year of local experience gained thereafter. They shall also be advanced for additional education credits gained in accordance with Board policy.

Section B. Payment

Warrants shall be issued on the last district business day of each month. Such warrants may be delivered in a sealed envelope to employees or electronically deposited to the employee's bank, at each employee's annual option. With each warrant shall be a statement accounting for the details of the payment.

Section C. Emergency School Closure and Delayed Opening

In the event that it becomes necessary to close or delay opening school(s) because of inclement weather, volcanic disruption, or other emergency reasons, the District shall notify the radio and television stations in the area by 6:30 AM.

A list will be provided annually.

This provision does not preclude the District from closing school(s) in the event an emergency developed later in the day, if further evaluation of developing hazardous conditions warrants closure. Employees will remain on duty until their students have been cleared from school properties.

1. **Delayed Opening:** In the event that the opening of school is delayed, employees shall report thirty (30) minutes before the students arrive and may leave immediately after students are dismissed.

2. **Compensation and Benefits:** On workdays when school is not in session because of conditions not within the control of the District due to acts of God, no employee shall suffer loss of pay and shall not have such absence from work charged against any leave provision unless otherwise required by law.

3. **Makeup School Days:** When the District is required by law to make up days missed due to emergency closure, scheduling of makeup days shall be scheduled by the District after receiving input from the Association. Employees shall not receive additional compensation for such makeup days.

Section D. Transportation Reimbursement

When acting on assigned duties such as travel between schools, attendance at workshops/conferences,
required home visitation, etc., mileage/expenses shall be reimbursed at the rate and in accordance with District established procedures. When available, District owned vehicles may be used by employees for school related activities, pursuant to District policy. Mileage reimbursement must be reported within thirty (30) calendar days of when expenses were incurred.

Section E. Insurance

Health insurance shall be offered by a provider as mutually agreed upon. The District will contribute $20,000.00 per school year to the employee pool to offset employee out of pocket medical premiums. These pooling dollars will be applied after mandatory premiums and an out-of-pocket portion of any medical premium selected by the employee. The intent of this section is to comply with ESSB 5940 (effective 7/1/12). If any further changes to this agreement are required to comply with law, the Association and District will meet to discuss the impacts of any new rules.

Section F. Work Year

The employee work year shall include a base contract of one-hundred-eighty (180) school days.

Section G. TRI Stipend

Employees shall be paid an additional stipend for Time, Responsibility, and Incentives as outlined below:

Time: Four (4) days of TRI time on a supplemental contract. All four days are mandatory for all certificated staff. The days will be allocated as follows:

1) District Directed Additional Days: Two (2) days will be district directed and used specifically for staff in-service related to preparing for the implementation of the new state evaluation system or Common Core Standards. They include:
   - August Workshop Day
   - February in-service Day for 2013-2014

2) Staff Directed TRI Days: Two (2) days will be staff directed. They include:
   - Mandatory workday immediately before the student school year will be provided primarily for teachers to prepare for students in the fall.
   - The day between semesters (Jan. 21 for the 2013-14 school year)

Responsibility: This payment is in recognition of professional responsibilities outside the regular workday. Payment will be 3.55% of the employee’s placement on the LEAP schedule in 2013-14 and 4.1% in 2014-15. Responsibilities may include, but are not limited to:

- in-service training
- individual planning
- preparation for instruction
- reports
- grading, student assessment
- conferences/student led conferences
- open house
- end of the year check out activities
- meetings during summer for parent requests for student placement

Incentive: The District believes that experienced and well-trained teachers provide the greatest impact to increasing student achievement. In order to encourage certificated staff to remain Wahluke employees, the District will offer an incentive amount of $900 per year. This incentive amount will be paid each year that an M & O Levy has been approved by the voters. At the beginning of their third (3rd) year teachers may access the incentive funds paid on their behalf in the following ways, upon administrative approval:
• for tuition reimbursement
• for workshop, conference fees and travel expenses (sub paid by employee)
• for payment of insurance benefits incurred by the employee
• extra work days, paid at per diem rate
• for instructional supplies, to remain district property
• toward classroom or program fieldtrips

Incentive funds used for insurance benefits and extra days shall be taxable.

After the completion of their second year, employees will receive a $900 credit for each of the previous two years. If, however, an employee leaves the district before the completion of the second (2nd) year, these funds would return to the District’s General Budget.

Any unused funds left after four (4) years will automatically be applied toward the employee’s additional out-of-pocket insurance costs during the next school year. If the employee has no additional out-of-pocket insurance costs other than the mandatory amount, any unused funds will automatically be applied to the District insurance pool for the next year. With the Superintendent approval, an employee may accumulate these funds for no more than six (6) years if they have a specific purpose for their use (i.e. apply toward cost of National Board Certification). Any unused funds upon an employee’s termination or resignation from the District would return to the General Budget.

Employees retiring before two (2) years will be able to access these longevity funds during their final year of employment following written notification of the retirement date to the District. The Association will be informed annually about funds that have been set aside for each member.

All incentive funds will be considered a part of the restricted fund balance.

Section G. Work Day

The employee work day shall be seven hours (7) and forty-five (45) minutes. The work day shall include forty-five (45) minutes prior to and fifteen (15) minutes after the student class day, and a regularly scheduled duty free unpaid lunch period of no less than thirty (30) consecutive minutes. Staff will be allowed to leave on Fridays immediately after students are dismissed and buses have left.

Section H. Summer School Pay

Summer school pay shall be at the employee’s hourly per diem rate of pay up to a maximum of $30.00 per hour.

Section I. Curriculum Rate of Pay

Curriculum pay shall be at the employee’s hourly per diem rate of pay up to a maximum of 0.001% of the base SAM (Salary Allocation Model) per hour. Curriculum pay shall be for district approved summer training, curriculum meetings, work sessions, and School Improvement Days/Activities. Positions/work currently covered by District-provided stipends (e.g., Class Advisors; Superclubs; School Improvement Teams, Mentors, etc.) are excluded from this proposal.

Section J. Special Education Extra Duty Contract

Certificated special education staff will receive a supplemental contract at per diem rates in the amount of 2.5 hours for each IEP (or 4.0 hours for Life Skills IEP’s) for which they are responsible and have completed by the student’s annual review date and which satisfy the legal requirements, and have been performed outside the regular school day on the District approved format. Supplemental contracts will be adjusted and prorated equitably to reflect additions to and deletions from an employee’s IEP roster throughout the year.

Wahluke S.D and Wahluke E.A. Agreement 2013-2015
Section K. Senior Longevity Pay

In recognition of the work done by senior staff, including but not limited to, mentorship of new teachers, providing curriculum assistance, building leadership and professional expertise the following shall be paid:

a. Certificated personnel employed by WSD shall receive 2.0% of their base pay on the first student day of their 5th year and each year after until their 10th year.

b. Certificated personnel employed by WSD shall receive 2.5% of their base pay on the first student day of their 10th year and each year after until their 15th year.

c. Certificated personnel employed by WSD shall receive 3.5% of their base pay on the first student day of their 15th year and each year after until their 20th year.

d. Certificated personnel employed by WSD shall receive 4.0% of their base pay on the first student day of their 20th year and each year after until their 25th year.

e. Certificated personnel employed by WSD shall receive 4.5% of their base pay on the first student day of their 25th year and each year after until their 30th year.

f. Certificated personnel employed by WSD shall receive 5.0% of their base pay on the first student day of their 30th year and each year after until their employment with WSD ends.

Incentives are to be paid on a supplemental contract and are based on Wahluke School District experience.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Definitions

The term "grievant" shall mean an employee or group of employees or the Association filing a grievance.

The term "grievance" shall mean a written claim on a copy of the form attached and made a part of this Agreement as Appendix C that a dispute or disagreement exists involving the interpretation or application of the terms of this Agreement or of a Board rule, policy, or practice, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety.

Section B. Time

Failure of an employee to file or appeal within time limits shall deem the grievance void. Failure by the District to meet time limits shall permit appeal to the next level. Time limits may be extended only by mutual agreement of the parties.

Section C. Representation

At least one (1) AR shall be present for all grievance proceedings.

Association initiated grievances and grievances affecting more than one (1) building shall be filed at Step Two (2).

Only the Association may submit a grievance to arbitration, and only when the grievance involves the application or interpretation of this Agreement.
Section D. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint or problem to discuss the matter with the administration and to have the problem adjusted, provided that when a grievance is filed the Superintendent shall notify the Association by providing a copy of the grievance. The Association shall be invited to attend and participate in all grievance hearings for the purpose of protection of its contract rights. Settlements of complaints, problems and/or grievances must not conflict with this Agreement.

Grievants may be represented at Steps 1, 2, and 3 of the grievance procedure by themselves, or at their option, by an AR selected by the Association. Any employee filing a grievance has the option to drop or appeal that grievance prior to arbitration.

Section E. Procedure

The Parties require any potential grievant to confer with the administrator who is alleged to be responsible for the decision, or who is alleged to have taken the action which is the cause of the potential grievance, prior to filing his/her formal grievance. The purpose of such conference is to provide an opportunity to work out a mutually satisfactory solution.

STEP 1. Principal

A formal grievance is initiated when a grievant fills out and delivers a copy of Appendix C to his/her principal, (or other administrator alleged to have made the decision or taken the action that was the basis for the grievance), along with a copy to the Superintendent. The grievance must be filed within ten (10) days after the grievant is aware of the basis for the grievance.

Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant and the AR in an effort to resolve the grievance. The principal shall answer the grievance in writing within five (5) school days after the meeting and furnish a copy to the AR.

STEP 2. Superintendent

If the grievance is not resolved at Step 1, the grievant may:

a) appeal to the Superintendent within five (5) days of receiving the Step 1 decision; or,

b) if no decision was made at Step 1, appeal to the Superintendent within ten (10) days of the Step 1 filing.

Step 3. Board

If the grievant is not satisfied with the disposition of the Step Two (2) answer, or if no decision has been made within ten (10) days from time of filing for Step Two (2), the grievant may appeal to the Board by giving written notice to the Superintendent within five (5) days. The Board shall have until their next available meeting to provide a hearing. “Available Meeting” means the next regularly scheduled board meeting with enough lead time to assure a quorum at an executive session, give public notice, and arrange for all parties to be present. This does not preclude the Board from holding a special meeting if not regular meeting is scheduled within forty-five (45) days. Within five (5) days of the hearing the Board shall deliver a written answer, together with reasons, to the grievant and the AR.

STEP 4. BINDING ARBITRATION

a. If the Association is not satisfied with the Board's decision or if no decision has been delivered within five (5) days of the Step 3 hearing, the grievance, only at the option of the Association, may be submitted to arbitration by giving the Superintendent written notice of intention to arbitrate.

b. The arbitration shall be governed by the voluntary arbitration rules of the American Arbitration
Association or by the Federal Mediation and Conciliation Service (FMCS) unless the Parties otherwise agree in writing. The arbitrator shall be selected from the list by the Parties alternately striking names until only two (2) names remain. The arbitrator chosen will be based on availability. A coin flip determines who shall strike first.

c. The Parties shall not be permitted to assert any grounds not previously disclosed to the other party. The decision of the Arbitrator shall be final and binding upon both Parties.

d. 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.

e. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

f. All grievance hearings shall be heard at a reasonable time and place and employees involved as witnesses or grievants shall attend without loss of salary or other benefits.

g. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

h. Only claims that there has been a violation of this Agreement may be processed to arbitration.

**Section F. No Reprisals**

No reprisals of any kind shall be taken by the District against any employees because of their participation in any grievance.

**Section G. Cooperation**

The Parties shall cooperate in their investigation of any grievance.

**Section H. Modification**

Specific provisions of this grievance procedure (including time lines) may be modified only by the written mutual agreement of the Parties.

**Section I. Exclusions**

Excluded from the arbitration step of this grievance procedure shall be disputes involving the substantive portion of an employee’s evaluation.

**Section J. Election of Remedies**

In the event a grievant elects to pursue a statutory remedy, then such election shall bar the utilization of the grievance procedure.
ARTICLE X. DURATION

1. This Agreement shall be effective as of September 1, 2013 and continue in effect through August 31, 2015. Its terms and conditions shall continue in effect until a successor Agreement is negotiated or modified by the bargaining process. Salaries and insurance shall automatically be changed to reflect pass through. Upon ratification, this Agreement shall become fully retroactive to September 1.

2. The contract may be re-opened in 2014 for changes in TPEP language or changes in current law regarding insurance benefits.

3. This Agreement shall be opened for the purpose of negotiating a successor contract no later than May 15, 2015. The Association and the Board shall simultaneously exchange proposals at the first bargaining session, for any changes or for any successor.

FOR THE ASSOCIATION: ________________________________

President ________________________________

Chief Negotiator ________________________________

FOR THE BOARD: ________________________________

Board Chair ________________________________

Superintendent ________________________________
## APPENDIX A. WAHLUKE SCHOOL DISTRICT EMPLOYEE SALARY SCHEDULE

Salary Schedule for 2013/2014 and 2014/2015

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<td>51,228</td>
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<td>9</td>
<td>41,135</td>
<td>42,262</td>
<td>43,765</td>
<td>46,999</td>
<td>49,310</td>
<td>47,241</td>
<td>50,477</td>
<td>52,788</td>
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<tr>
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<td>43,635</td>
<td>45,247</td>
<td>48,524</td>
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<td>52,003</td>
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<tr>
<td>11</td>
<td>46,772</td>
<td>50,121</td>
<td>52,557</td>
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<td>56,034</td>
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<td></td>
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</tr>
<tr>
<td>12</td>
<td>48,249</td>
<td>51,761</td>
<td>54,269</td>
<td>51,835</td>
<td>55,238</td>
<td>57,748</td>
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<td></td>
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</tr>
<tr>
<td>13</td>
<td>53,440</td>
<td>56,024</td>
<td>53,476</td>
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<td>59,501</td>
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<tr>
<td>14</td>
<td>55,128</td>
<td>57,844</td>
<td>55,165</td>
<td>58,716</td>
<td>61,322</td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>56,563</td>
<td>59,349</td>
<td>56,599</td>
<td>60,242</td>
<td>62,917</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 or more</td>
<td>57,693</td>
<td>60,535</td>
<td>57,731</td>
<td>61,447</td>
<td>64,174</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## APPENDIX A-1 TRI-SCHEDULE

**COMBINED TRI SCHEDULE**

**COMBINED TRI SCHEDULE INCLUDES CURRENT SCHEDULE (ABOVE), PLUS 66.3 HOURS AND $0 ADDED TO EACH CELL**

<table>
<thead>
<tr>
<th>YOS</th>
<th>BA</th>
<th>BA+15</th>
<th>BA+30</th>
<th>BA+45</th>
<th>BA+90</th>
<th>MA</th>
<th>MA+45</th>
<th>MA+90/Ph.D.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$1,577</td>
<td>$1,620</td>
<td>$1,664</td>
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<td>$1,850</td>
<td>$1,942</td>
<td>$1,891</td>
<td>$2,033</td>
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<tr>
<td>1</td>
<td>$1,599</td>
<td>$1,642</td>
<td>$1,686</td>
<td>$1,733</td>
<td>$1,876</td>
<td>$1,967</td>
<td>$1,912</td>
<td>$2,055</td>
</tr>
<tr>
<td>2</td>
<td>$1,619</td>
<td>$1,662</td>
<td>$1,708</td>
<td>$1,757</td>
<td>$1,900</td>
<td>$1,992</td>
<td>$1,933</td>
<td>$2,076</td>
</tr>
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<td>3</td>
<td>$1,640</td>
<td>$1,684</td>
<td>$1,729</td>
<td>$1,781</td>
<td>$1,923</td>
<td>$2,017</td>
<td>$1,953</td>
<td>$2,096</td>
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<td>4</td>
<td>$1,660</td>
<td>$1,706</td>
<td>$1,752</td>
<td>$1,805</td>
<td>$1,949</td>
<td>$2,043</td>
<td>$1,974</td>
<td>$2,118</td>
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<td>5</td>
<td>$1,681</td>
<td>$1,727</td>
<td>$1,774</td>
<td>$1,830</td>
<td>$1,973</td>
<td>$2,069</td>
<td>$1,996</td>
<td>$2,139</td>
</tr>
<tr>
<td>6</td>
<td>$1,703</td>
<td>$1,748</td>
<td>$1,796</td>
<td>$1,855</td>
<td>$1,997</td>
<td>$2,094</td>
<td>$2,018</td>
<td>$2,160</td>
</tr>
<tr>
<td>7</td>
<td>$1,741</td>
<td>$1,787</td>
<td>$1,835</td>
<td>$1,897</td>
<td>$2,042</td>
<td>$2,142</td>
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<td>8</td>
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<td>$2,257</td>
<td>$2,409</td>
<td>$2,409</td>
<td>$2,520</td>
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<td>11</td>
<td>$2,167</td>
<td>$2,322</td>
<td>$2,435</td>
<td>$2,328</td>
<td>$2,483</td>
<td>$2,596</td>
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<td></td>
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</tr>
<tr>
<td>15</td>
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<td>$2,749</td>
<td>$2,622</td>
<td>$2,791</td>
<td>$2,915</td>
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<td></td>
<td></td>
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<tr>
<td>16</td>
<td>$2,673</td>
<td>$2,804</td>
<td>$2,674</td>
<td>$2,847</td>
<td>$2,973</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX B

WAHLUKE SCHOOL DISTRICT EMPLOYEES
CERTIFICATED EXTRA DUTY SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Music Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MS/HS Music</td>
<td>.085</td>
<td></td>
<td></td>
<td>.105</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediate Music</td>
<td>.056</td>
<td>.09</td>
<td></td>
<td>.110</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary</td>
<td>.056</td>
<td>.095</td>
<td>.10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Extra Duty Salary schedule will apply for music teachers with the following percentages for periods taught:

- 1-3 periods per year: 33%
- 4-7 periods per year: 66%
- 8-10 periods per year: 100%

Music teacher Extra Duty Salary Schedule will be implemented beginning with the 2010/2011 school year. Percentages for music reflect the employee’s contracted base pay.

Reorganization of classes included in each school (Elementary, Intermediate, Middle, Junior High and High School) shall not result in a decrease of stipend.

All Career and Technical Education Advisor’s (CTE) will receive pay at their per diem for three (3) additional days to do the work of CTE teachers. CTE teachers with less than a full time vocational schedule shall be prorated as follows:

- 8-10 periods per year: 3 days
- 4-7 periods per year: 2 days
- 1-3 periods per year: 1 day

**CTE Advisor**

*FFA*  The advisor will receive a stipend of 10% of the state base salary. Twenty five (25) days of additional pay at per diem to deal with student projects and summer activities

*FBLA*  A stipend of 7% of the state base salary

*FCCLA*  A stipend of 7% of the state base salary

*Annual*  8 additional days at per diem

*Skills USA*  A stipend of 7% of the state base salary plus 7 additional days to deal with maintaining the shop equipment

Club Advisor Salary Schedule will be implemented beginning with the 2010/2011 school year.

*Stipend contracts will be issued at the beginning of the school year, with verification of days worked provided to the business office at the end of the contract period.

In any year when the state increases the beginning teacher salary a greater percentage than the remaining steps on the LEAP schedule, the schedule shall be re-negotiated.

As new certificated extra duty positions are added to this Agreement that are not reflected in this schedule, the parties shall confer to determine the stipend.

Termination of Extra Duty Stipends: Any certificated employee who receives an extra duty stipend shall be notified by June 1 if that stipend is not to be offered in the next school year. Such notice shall give the reasons for the termination and allow for the employee to meet with the appropriate administrator, if desired, for further clarification. Termination of a supplemental contract is not grievable.
Extended Contracts:
All other extended contracts excluding stipends offered by the District for academic and related work shall be paid at per diem.

Note: Inclusion of a position/extra duty contract on Appendix B does not require the District to fill the position or fund the extra duty contract.
APPENDIX C.
WAHLUKE SCHOOL DISTRICT/WAHLUKE EDUCATION ASSOCIATION GRIEVANCE FORM

Name of Grievant _________________________________________________________________

Assignment __________________ Building ________________________________

Person to whom Grievance is submitted __________________________________________

Specific contract article violated ________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Basis for the Grievance (State how the specific article was violated) ______________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Date violation occurred ___________ Date Grievant became Aware of violation __________

Remedy sought __________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Signature of Grievant ___________________________________ Date __________________

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

WAHLUKE SCHOOL DISTRICT
EVALUATION REPORT
Classroom Teacher

<table>
<thead>
<tr>
<th>Name: Teacher</th>
<th>School:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teaching Assignment: Grade /Subject Matter</td>
<td></td>
</tr>
<tr>
<td>Type of Evaluation:</td>
<td></td>
</tr>
<tr>
<td>✔ Annual</td>
<td>90-Day</td>
</tr>
</tbody>
</table>

It is my judgment, based upon adopted criteria, that this teacher's overall performance has been unsatisfactory satisfactory during this evaluation period. Principal’s Signature

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the duration’s indicated as follows:

Criteria (refer to list of adopted criteria) Strengths; Weaknesses; Suggestions for Improvement (Comments must be made in each category)

<table>
<thead>
<tr>
<th>A. Professional Preparation and Scholarship</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>B. Knowledge of Subject Matter</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>C. Instructional Skill</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>D. Classroom Management/Staff Relationships</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E. Handling of Student Discipline and Attendant Problems</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>F. Interest in Teaching Pupils</th>
</tr>
</thead>
</table>

Wahluke S.D and Wahluke E.A. Agreement 2013-2015
G. **Effort Toward Improvement When Needed**

**Additional Comments**

My signature below indicates I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Date: ____________________  Teacher Signature: _______________________________

Distribution of Copies: Personnel, School, Employee
APPENDIX E.
Wahluke School District Annual Evaluation Report, Specialist or Classroom Teacher Short Form

Name __________________________________________ Date __________________
School/Location ____________________________ Yrs of Experience ____________
Position _______________________________ Yrs in WSD __________________

Purposes of evaluation in order of priority:
• to improve the professional performance of the employee.
• to let the employee know how he/she is getting along on a regular basis.
• to specifically inform the employee of ways in which he/she can improve.
• to identify specific training needs of an employee.

The summary conclusions set forth below are based on the recognized specific minimum evaluation criteria categories as provided by law.

This EVALUATION REPORT covers the period _________________ to _______________ and performance on all criteria (CHECK ONE):

☐ has been satisfactory

INSTRUCTIONS: If the employee has received significant exceptions that are below an acceptable level of performance in any of the criterion listed below during this report period, the evaluator is to specify below those identified areas. The employee may also be moved back to long form as per the RCW.

CHECK THE APPROPRIATE BOX IF SIGNIFICANT EXCEPTIONS ARE OBSERVED:
☐ Criterion 1: Instructional Skill
☐ Criterion 5: Knowledge of Subject Matter
☐ Criterion 2: Classroom Organization and Management
☐ Criterion 6: Interest in Teaching Students
☐ Criterion 3: Student Discipline and Attendant Problems
☐ Criterion 7: Effort Toward Improvement
☐ Criterion 4: Professional Preparation
☐ Criterion 8: General School Service

If an exception(s) was marked above, explicitly specify the nature of the exception(s) and the recommendation(s) for improvement. The assistance being offered to help the employee must be noted:

Specify the special commendation, citing strengths, talents or special activities that should be included as part of the official record that would distinguish this educator’s performance from that of other employees in his/her job classification; i.e. superior qualities. An individual may request that specific events, talents, and achievements that occurred during the report period be recognized in this space by his/her evaluator. (Attach separate sheet if more space is needed.)

This report, including attachments as noted, is based on observations made on:
Date(s) ____________________________ Location(s) ____________________________

Length of Observation(s) ____________________________ attach observation report(s)

Signature of Evaluator ____________________________ Date ______________
I have read and discussed this evaluation with my evaluator. I do _______ do not _______ accept it as an accurate account of my services. An additional statement is _______ is not _______ attached or will be submitted to the Office of Human Resources within twenty (20) working days with a copy to the evaluator.

Signature of the Evaluatee: ____________________________ Date ______________
APPENDIX F.
EVALUATION OPTION FORM

Directions: This form must be filled out, signed and distributed to each employee by that employee’s evaluator no later than the first ten working days of the school year. It must be accompanied by a copy of the applicable evaluation criteria. The form must then be filled out by the employee and returned to that employee’s evaluator no later than thirty (30) working days following its receipt by the employee.

Employee’s Name: ____________________________________________________________

Employee’s Building and Grade Level: __________________________________________

This employee is eligible for the following (checked) evaluation options:

/__/ Provisional
/__/ Short Form
/__/ Long Form

The preliminary schedule for observations for this employee is: ______________________

This employee’s observer/evaluator will be: _______________________________________

This form was completed and delivered to this employee: (date) ______________________

Evaluator’s signature: _________________________________________________________

I elect the following evaluation options:

/__/ Short Form
/__/ Long Form

This form was signed and delivered to this supervisor: (date) _______________________

Employee’s signature: _________________________________________________________
APPENDIX G.
WAHLUKE SCHOOL DISTRICT EMPLOYEE OBSERVATION REPORT

Employee  Observer

Subject(s) being taught: ____________________________________________________________

Number of students present: ______ grade level: _______ ability: ________________________

Time of observation from: _____________ to: _____________ Duration: __________ minutes

The nature of the activities observed (e.g. discussion, lecture, testing, individual study, working on projects, use of materials, etc.)

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

Observation notes: _______________________________________________________________

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

Signature of Observer  Date

Signature of Employee  Date

The employee's signature indicates only that the employee has seen and has received a copy of this report. Further, it acknowledges that the observation was held and discussion has taken place.

EMPLOYEE COMMENTS MAY BE ATTACHED:
APPELLIX H.
\[\text{WAHLUKE SCHOOL DISTRICT NO. 73 APPLICATION FOR TUITION/REGISTRATION REIMBURSEMENT}\]

Applicant _______________________________ Date __________________

I hereby apply for approval of the following course(s) and for reimbursement of the related tuition/registration fees:

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Title</th>
<th>Tuition/Registration</th>
<th>Date of fee</th>
<th>Quarter/</th>
<th>Credits</th>
<th>for requested course</th>
</tr>
</thead>
</table>

Reason(s) for wanting to take the designated course(s): ______________________________________________________

I understand that I am obligated to continue employment with the District for the subsequent year, if offered a contract, and that I am obligated to satisfactorily complete the courses. If the course is not completed satisfactorily or if I opt to leave employment with the District prior to the designated time period, I hereby agree to repay all funds so advanced on my behalf.

/\__/ I have read and understand the stipulations per the negotiated agreement and agree to abide thereby:

Signature: ___________________________________________ Date __________________

/\__/ I hereby request special consideration for payment prior to completing the course. Advance reimbursement is necessary due to the unavailability of personal funds.

Signature: ___________________________________________ Date Needed __________

********************FOR OFFICE USE***************

Courses approved ___________________________ Amount approved ______________

Prior amount approved _______________ Advance payment approved ______________

Superintendent's Signature ___________________________ Date ___________________
APPENDIX I.

WAHLUKE SCHOOL DISTRICT
Certified Support Personnel
Educational Staff Associate
Evaluation Criteria

Staff Member: __________________________

Date: ____________

Initial (90 day)     ___

Annual             ___

CSP or ESA Assignment:

It is my judgment, based upon adopted criteria, that this Certified Support Personnel or Educational Staff Associate’s overall performance has been [ ] Satisfactory, [ ] Unsatisfactory during the evaluation period.

(Evaluator’s Signature and Title)

EVALUATION CRITERIA:
S – Satisfactory: Indicates achievements meet or exceed minimum expectations for personnel.
UN – Unsatisfactory: Indicates achievements do not meet minimum expectations for personnel.
NA – Indicates No Opportunity to observe.

1) Knowledge and Scholarship in Special Field:
S UN NA
[ ] [ ] [ ] Demonstrates a depth and breadth of knowledge of theory and content in the special field
[ ] [ ] [ ] Demonstrates an understanding of and knowledge about common school education
[ ] [ ] [ ] Demonstrates an understanding of the educational milieu grades K – 12
[ ] [ ] [ ] Demonstrates the ability to integrate the area of specialty into the total school milieu.

Comments:

2) Specialized Skills:
S UN NA
[ ] [ ] [ ] Demonstrates a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Comments:

3) Management of Special and Technical Environment:
S UN NA
[ ] [ ] [ ] Demonstrates an acceptable level of performance in managing and organizing the special materials and environment essential to the specialized programs.

Comments:
4) **Professional Preparation and Scholarship**
S  UN  NA
[ ] [ ] [ ] Demonstrates commitment to education as a professional education.
[ ] [ ] [ ] Exhibits evidence of having a theoretical background in implementing specialization in education.
[ ] [ ] [ ] Demonstrates awareness and implements local, state, and federal policies, rules and regulations.
[ ] [ ] [ ] Manages and utilizes time effectively.

Comments:

5) **Effort Toward Improvement When Needed:**
S  UN  NA
[ ] [ ] [ ] Is responsive to constructive criticisms.
[ ] [ ] [ ] Demonstrates awareness of personal limitations and strengths.
[ ] [ ] [ ] Demonstrates continued professional growth.

Comments:

6) **Involvement in Assisting Students and Parents:**
S  UN  NA
[ ] [ ] [ ] Demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
[ ] [ ] [ ] Demonstrates sensitivity toward all others during interpersonal engagements.

Comments:

7) **Involvement in Assisting Staff**
S  UN  NA
[ ] [ ] [ ] Demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
[ ] [ ] [ ] Demonstrates sensitivity toward others during interpersonal engagements.

Comments:

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

I agree with this evaluation.
I disagree with this evaluation (Employee Statement Attached)

Staff Signature: ___________________________ Date: ___________________________
Evaluator: ___________________________ Date: ___________________________

Wahluke S.D and Wahluke E.A. Agreement 2013-2015
APPENDIX J. TRANSFER REQUEST FORM

Wahluke School District No. 73
P.O. Box 907
Mattawa, WA 99349

Certificated Staff

General Transfer Request

Complete this form and turn it in to the Human Resource Office if you are considering a transfer for the following school year.

NAME______________________________ DATE____________________________

ADDRESS_________________________________ PHONE___________________________

Current Assignment: Building__________________ Grade__________________

Subject(s)_________________________________________________________________

Years at current Assignment_______________________________________

Activities_________________________________________________________________

Instructional Areas
Of Interest: ___Self-Contained ___Specialist (Indicate Area)

___Bilingual Classroom ___Qualified Content Area

List others:___________

REQUEST TRANSFER TO:

Grade(s):_________________________ Building/School_______________________

Subject(s):_________________________________________________________________

Additional information you wish to present: (If more space is needed, please use reverse side)
____________________________________________________________________________________
____________________________________________________________________________________

Certificate Type:__________________________________________________________

Endorsements:______________________________________________________________

Major(s):__________________________________ Degree____________________

Praxis/WEST-E Tests:__________________________________________________________

Employee Signature____________________________________________________________ (Revised 4-2012)

Wahluke S.D and Wahluke E.A. Agreement 2013-2015
APPENDIX K. SICK LEAVE BANK FORM

Wahluke School District
P.O. Box 907
Mattawa, WA  99349

Sick Leave Bank

I am donating sick leave days, knowing that I must have an accrued balance of more than 22 days. I am allowed to donate up to 6 days in any 12 month period.

I, ________________________________ wish to donate _____ days of my sick leave specifically to ______________________ , or please deposit _____days into the sick leave bank, for general use by certificated/classified staff.

_________________________________________  __________
Employee Signature                      Date

_________________________________________  __________
Business Office                          Date

Business Office Use Only

_____ Sick Leave deducted from donator
_____ Sick Leave entered into leave bank
_____ Sick Leave transferred to employee in need
APPENDIX L. MEMORANDUM OF UNDERSTANDING ON EVALUATION

Memorandum of Understanding
between the
Wahluke Education Association
and
Wahluke School District
Regarding The Transition to a New Evaluation System for Classroom Teachers

Beginning in September 2013, Wahluke's certificated classroom teachers will begin moving to a 4 Tiered Rubric Evaluation System based on 8 State Criteria and 5D-CEL Instructional Framework. This transition will be completed, as mandated by the State, during the 2015-2016 school year. Elements of the new system are outlined in this Memorandum of Understanding (MOU). During this transition time, all elements of the observation and evaluation process not outlined in this MOU will be covered by the current language in Article IV.

The Association and the District will maintain a joint committee on Teacher Evaluation throughout the implementation process. The committee will make recommendations to the bargaining teams to modify and adjust the evaluation based on any new information which emerges from the needs of staff or changes in State law.

The State defines classroom teachers as staff who provide academically focused instruction to students. This includes teachers of content area, special education, music, art and PE.

The Evaluation System contains both Comprehensive and Focused Evaluation Options.

**Comprehensive Evaluation:**

- Assesses all 8 evaluation criteria using UW's 5D-Cel Components
- Uses the State's Student Growth Rubric's for Criteria 3, 6, and 8. Student growth means the change in student achievement between two points in time.
- Establishment of student growth goals and which student growth measures to use lies with the teacher. Collaboration between the principal and teacher is strongly encouraged in the goal setting process and student growth discussion.
- All non-continuing and provisional teachers and continuing contract teachers who do not receive a Proficient or Distinguished Evaluation will receive a Comprehensive Evaluation.
- All classroom teachers shall receive a comprehensive evaluation at least once every four years.
- If an administrator deems there is sufficient reason to return an individual to a Comprehensive Evaluation earlier than indicated above, the evaluator will meet with the employee and his or her Association Representative to review the reasons for this recommended change.

**Focused Evaluation:**

- Assesses ONE of the 8 criterion
- Student Growth Rubrics from one of the three criterion are applied as follows:
  - Uses the State's Student Growth Rubrics for criterion 3, 6, and 8. Student growth means the change in student achievement between two points in time.
  - If a teacher chooses 3, 6, or 8 the accompanying student growth rubrics will be used.
  - If a teacher choses criterion 1, 2, 4, 5, or 7, the student growth rubrics from criterion 3 or 6 will be used.
Establishment of student growth goals and which student growth measures to use lies with the teacher. Collaboration between the principal and teacher is strongly encouraged in the goal setting process and student growth discussion.

- The selected Criterion must be approved by the teacher's evaluator.

**Unsatisfactory/Satisfactory Delineation Established by the State:**

A teacher in years 1-4 is Satisfactory if s/he receives a Yearly Rating of Basic.
A teacher with 5 or more years of experience is Satisfactory if s/he receives a Yearly Rating of Proficient.

**Transition Plan**

All Wahluke School District classroom teachers shall participate in one of the following transitional evaluation cohorts: Cohort A (2012-2013), Cohort B (2013-14); Cohort C (2014-15); Cohort D (2015-16), or Cohort E (2013-14).

- For the 2013-14 school year, Cohort B will transition to TPEP comprehensive evaluation. Cohort A will transition to TPEP focused evaluation except any teacher who was Provisional.
- For the 2014-15 school year, cohort C will transition to TPEP comprehensive evaluation. Cohorts A & B will transition to TPEP focused evaluation.
- For the 2015-16 school year, Cohort D will transition to TPEP comprehensive evaluation.
- Teachers who change grade levels or assignments will stay with the cohort with which they started the transition.
- Provisionary/Probationary teachers will be part of Cohort E until successful completion of provisional or probationary status, at which time they will join the cohort that has just completed Comprehensive Evaluation.

**Cohort Assignments:**

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**FOR THE DISTRICT:**

FOR THE WAHLUKE EDUCATION ASSOCIATION:

________________________________________  ______________________________________
Superintendent                               President

Date:______________                             Date:______________

Wahluke S.D and Wahluke E.A. Agreement 2013-2015