Master Agreement

**Between**

**Waterville School District**

**And**

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

**2023-2025**

Table of Contents Page

# 

# PREAMBLE 6

**ARTICLE I. ADMINISTRATION** 6

Section A. Definition of Terms 6

1. Board 6

2. District 6

3. Council 6

4. Parties 6

5. Agreement 6

6. Employee 6

7. Day 6

8. Superintendent 6

9. President 6

10. Individual Contract 6

11. Supplemental Contract 6

12. Extended Contract 6

13. RCW 6

14. WAC 6

15. SPI 6

16. BEA 6

17. CR 6

18. PERC 6

19. Conflict Resolution 6

Section B. Recognition 6

1. Bargaining Unit Makeup 6

2. Exclusivity 6

Section C. Individual and Extended Contracts 7

Section D. Conformity to Law 7

Section E. Distribution of Agreement 7

Section F. Joint Meetings of Labor and Management 7

**Article II. Business**  8

Section A. Dues, Deductions, and Representation Fees 8

Section B. Hold Harmless 8

Section C. Other Deductions 8

Section D. Management Rights 8

Section E. Council Rights 8

1. Information 8

2. Released Time for Meetings 8

3. Use of School Buildings 8

4. Use of School Equipment 9

5. Bulletin Boards 9

6. Mail Boxes & Computer Use 9

7. Board Policy Revision 9

8. Administrative Hiring Teams 9

9. Certified Hiring Teams 9

**Article III Employee Rights** 9

Section A. Just Cause 9

1. Discipline 9

2. Written Grounds 9

3. Council Representation 9

4. Progressive Discipline 9

5. Privacy and Confidentiality 10

Section B. Complaint Procedure 10

1. Procedural Requirement 10
2. Step 1. PRINCIPAL 10
3. Step 2. PRINCIPAL AND COMPLAINANT 10
4. Step 3: SUPERINTENDENT 10

5. Use of Findings 11

6. Representation 11

Section C. Organizing Rights 11

Section D. Non-Discrimination 11

Section E. Personnel File 11

1. Access and Copies 11

2. Principal’s Working Files 11

3. File Inspection 11

4. Minimum Contents 11

5. Material Bar 12

6. Removal of Materials 12

Section F. Employee Protection 12

1. Liability 12

2. Personal Property 12

3. Threats 12

4. Self-Protection 12

5. Property Replacement 13

6. Exclusion of Students 13

7. Dangerous Students 13

8. Student Searches 13

9. Training 13

Section G. Assignment and Transfer 14

1. Definitions 14

2. Notice to Continuing Employees 14

3. Posting 14

4. Application for Transfer 14

5. Priority 14

6. Involuntary Transfer 14

7. Change of Assignment Assistance 15

8. Moving Assistance 15

9. Relocation Compensation 15

10. Classroom Readiness 15

Section H. Privacy 15

1. Personal Lives 15

2. Information 15

3. Faculty Meetings 15

Section I. Harassment 15

1. Definitions 15

2. Procedure 16

**ARTICLE IV. EVALUATION AND PROBATION** 16

Section A. Authority 16

Section B. Provisional Employees 16

Section C. Observation 16

Section D. Review 17

Section E. General Requirements 17

1. Eavesdropping Bar 17

2. Work Site Limit 17

3. Copy and Response 17

4. Observations 17

5. Confidentiality 17

Section F. Probation 18

1. Notice 18

2. Purpose 18

3. Regular Meetings and Assistance 18

4. Removal 18

5. Failure to Improve 18

6. Adverse Effects 18

7. Provisional Employees 18

**ARTICLE V. STAFF REDUCTION AND RECALL** 19

Section A. Board Determination of Program 19

Section B. Criteria for Modified Educational Plan 19

1. Legal Requirements 19

2. Categorical Financing 19

3. Maintenance of Pupil-Teacher Ratios 19

4. Reduction in Expenditures 19

Section C. Selection of Employees 19

1. Attrition 19

2. Certification/Endorsement 20

a. Specialty Area Grouping 20

b. Seniority 20

3. Specialty Area Seniority 20

4. Specialty Area Qualifications 20

5. Seniority Tie Breakers 20

6. Re-Employment Pool 20

a. Special Leave of Absence 20

b. General Pool 20

Section D. Recall 21

Section E. Insurance 21

**ARTICLE VI. INSTRUCTION** 21

Section A. Academic Freedom 21

Section B. Preparation Time 22

1. Planning Time 22

2. Use 22

3. Loss of Plan Time 22

4. Exceptions 22

Section C . Class Size 22

1. Class Size 22

Section D. District Support 23

Section E. Non-teaching Duties 23

**ARTICLE VII. LEAVES**  23

Section A. Sick leave 23

1. Accumulation 23

2. Premature Termination of Contract 23

3. Use 23

4. Accounting 24

5. Sick Leave Exhaustion 24

6. Extended Leave 24

7. Sick Leave Donation 24

Section B. Conversion of Accumulated Sick Leave 24

1. Annual 24

2. Retirement 25

Section C. Bereavement Leave 25

Section D. Personal Leave 26

Section E. Council Leave 26

1. General Membership 26

2. President 26

Section F. Court Appearance Leave 26

1. Jury Duty 26

2. Subpoenas 26

Section G. Military Leave 27

Section H. Attendance at Meetings and Conferences 27

Section I. Long Term Leave 27

Section J. Leave Verification 27

Section K. Leave Without Pay 27

Section L. Federal and State Family Leave 28

**ARTICLE VIII FISCAL MATTERS**  28

Section A. Salary 28

1. Schedule 28

2. Initial Placement 28

3. Increments 28

4. Payments 28

5. Errors in Computation 28

6. District Forms 28

Section B. Work Day 28

1. Length 29

2. Begin/End of Day 29

Section C. School Closures and Delayed Openings 29

Section D. Certificated Transportation Reimbursement 29

Section E. Employee Work Year 30

1. Salary Allocation Model 30

2. School Year Length 30

3. Staff Required Professional Development Days 30

4. Professional Development 30

5. Additional Compensation 30

6. Time Disparities 31

7. Professional Advancement 31

8. Retirement/Termination Notification 31

Section F. Insurance 31

Section G. Release from Contract 31

1. Notice 31

2. Prior to June 1 31

3. After June 1 31

4. Emergencies 31

Section H. Extended Day Employment 32

1. Supplemental Contracts 32

2. Not a Condition of Employment 32

Section I. School Calendar 32

**ARTICLE IX. CONFLICT RESOLUTION PROCEDURE** 32

1. Conflict Resolution Process 32
2. Untimely Appeal 34
3. Failure to Respond/District 34
4. No Reprisals 34

**ARTICLE X. DURATION** 34

**APPENDICES:**

Appendix A. Extended Day/Additional Pay Schedule 36

Appendix B. Formal Conflict Resolution Form 37

Appendix C. Just Cause/The Seven Tests 38

Appendix D. Electronic Mail and Internet Use Agreement Policy 39

Appendix E. Professional Development Participation Request 40

**PREAMBLE**

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

ARTICLE I. ADMINISTRATION

# Section A. Definition of Terms

1. The term “board” shall mean the Board of Directors of Waterville School District No. 209 as the governing body of the district.

2. The term “District” shall mean Waterville School District No. 209, Waterville, Douglas County, Washington.

3. The term “Council” shall mean Waterville Teachers’ Leadership Council Which shall be known as WTLC.

4. The term “Parties” shall mean the district and the Council.

5. The term “Agreement” shall mean this Collective Bargaining Agreement.

6. The term “Employee” shall mean those persons for whom the Council is recognized as the duly authorized bargaining agent.

7. The following terms shall be referenced in regards to a “day”: A “student day” shall mean any day during the school year in which students are present in the building, a “teacher/staff day” shall mean any day that teachers are scheduled and/or required to be in the building.

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

9. The term “President” shall mean the President of the Council or his/her designee.

10. The term “individual contract” shall mean the individual contract issued to and signed by each employee pursuant to RCW 28A.405.210 and RCW 28A.405.220.

11. The term “supplemental contract” shall mean the contract issued and signed in accordance with RCW 28A.405.240.

12. The term “extended contract” shall mean an individual, supplemental contract that is issued to an employee for days beyond the employee’s basic school year of one-hundred sixty-eight (168) days while operating on a four-day per week schedule. Such contracts are non-continuing one (1) year only.

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

14. The term “WAC” shall mean Washington Administrative Code.

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 “CR” shall mean Council Representative(s).

18. The term “PERC” shall mean the Washington State Public Employee Relations Commission.

19. The term “Conflict Resolution” shall mean the process to resolve grievances.

## Section B. Recognition

**1. Four Day Work Week Philosophy:** Beginning with the 2018-2019 School Year, the District adopted a four-day student school week with the intention of increasing student and staff attendance, and improving conditions by providing extra time during a school year work week calendar for appointments, personal business, and vacations. While the District recognizes all personal business and appointments cannot be accomplished on non-work Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays. Staff and student attendance will be monitored and recorded and reported locally to review the efficacy of the Four Day School Week.

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

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

**Section C. Individual and Extended Contracts**

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

# Section D. Conformity to Law

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

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

# Section E. Distribution of Agreement

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

# Section F. Joint Meetings of Labor and Management

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

### ARTICLE II. BUSINESS

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

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

**Section B. Hold Harmless**

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

**Section C. Other Deductions**

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

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

**Section D. Management Rights**

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

**Section E. Council Rights**

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

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

**3. Use of School Buildings:** Upon approval of the building principal, the Council and the representatives shall have the right of access to school building for organizational purposes before or after normal contracted hours providing there is no interference with any school program.

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

1. **Bulletin Boards:** The Council shall have the use of a bulletin board in the staff lounge upon request.
2. **Mail Boxes and Computer Use:** The Council shall have the right to use school mailboxes and will follow the computer guidelines described in the staff handbook. The Council recognizes that communications through a District email source is subject to public records laws and inspection by the District.

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

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

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

**ARTICLE III. EMPLOYEE RIGHTS**

**Section A. Just Cause**

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

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

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

**4.** **Progressive Discipline:** The District agrees to follow the policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action. The District has the discretion to bypass steps in progressive discipline because of the severity of the conduct.

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

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

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

**Section B. Complaint Procedure**

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

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

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

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

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

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

**2**. **Use of Findings:** Upon completion of the required steps of the Complaint Procedure, the findings may be used in the employee’s evaluation process. 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 in a timely fashion pursuant to this section.

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

**Section C. Organizing Rights**

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

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

**Section D. Non-Discrimination**

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

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

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

**Section E. Personnel File**

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

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

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

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

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

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

**Section F. Employee Protection**

**1.** **Liability:** The district shall provide Comprehensive Liability Insurance Coverage for all employees by naming employees as additional insured on the District’s Liability Insurance Policy.

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

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

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

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

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

**4**. **Self-Protection:** Employees may use reasonable measures with a student, patron, or other person as is necessary to protect themselves, their students or colleagues from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.

1. **Property Replacement:** The District shall, if such matter is settled with the District’s insurance carrier, reimburse employees for replacement of personal property damaged, destroyed, or stolen during the course of an attack or assault on the employee while the employee is engaged in the duties of their employment. Verification of replacement is required.
2. **Exclusion of Student from Classroom:** Refer to RCW 28A.600.010 and Policy 3241 procedure 3241p to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.

**7.** **Dangerous Students:** In the event a student is assigned to an employee’s class who evidences symptoms or behaviors that will likely present a health or safety problem to the employee or other students, the assigning principal shall inform such employee of such problem(s) in advance of the assignment, or as soon as such information is available. The principal and employee shall meet with the employee(s) at the earliest time such information becomes available to discuss strategies for managing these situations and for outlining District resources and assistance that may be made available for assistance. The purpose of this sub-section is:

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

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

**c.** The employee and District shall be expected to familiarize themselves with appropriate student information in the FBA, BIP, IEP, 504 documents and implement appropriately adopted accommodations, safety and behavior plans.

**8. Student Searches:** Student searches for weapons, illegal drugs alcohol, and other illegal materials shall be conducted by administration. Employees are not required nor permitted to conduct student searches.

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

**Section G. Assignment and Transfer**

**1.** **Definitions**

**a.** The term “position” shall mean the specific grade level content area, and program a teacher is assigned to for 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 “transfer” shall mean a change from an employee’s current position to a different position.

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

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

**3.** **Posting:** A printed list of all current vacancies will be posted. All vacancies occurring during the work year shall be reported to the Council and posted for a minimum of five (5) days. All vacancies known to the District by May 1st for the following work year shall be posted 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.

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

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

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

**a.** If an employee is transferred against their wishes, they shall give written notice to their immediate supervisor and the superintendent within five (5) 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 five (5) business days of the employee reporting their unwillingness to be transferred.

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

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

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

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

1. **Relocation and New Classroom Set-Up Compensation**: When an employee transfers from one work station to another or a new employee is hired, that employee may time sheet their classroom set up time up to one day.
2. **Classroom Readiness:** When a change of classroom is required, employees are expected to remove personal items, organize district items to be left appropriately stored, and generally leave the room prepared for deep cleaning upon their departure. The district will inspect the room and do a deep cleaning. The process will be completed with the sign-out process at the end of the year, with the room prepared for the incoming employee no later than August 1st.

**Section H. Privacy**

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

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

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

**Section I. Harassment**

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

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

**ARTICLE IV. EVALUATION AND PROBATION**

**Section A. Authority**

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

Observation and Evaluation:

Reference:

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

# Section B. Provisional Employees

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

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

**Section C. Observation:**

**Formal:**

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

**Purpose:**

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

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

**Procedure**

The following procedures must be used in making evaluations:

1. Following each observation, or series of observations, the principal or their designee must:
   1. Promptly document the results of the observation in writing; and
   2. Provide the employee with a copy of the written initial observation report within four days, and no later than 8 school days, after the observation.
   3. Each classroom teacher will have the opportunity for a confidential conference with their principal or principal’s designee within 4 school days of an observation, except in extenuating circumstances which require a delayed conference. A final observation report will be provided to the employee after conference with the principal or designee. If other evaluators are used, additional procedures may be adopted pursuant to local policy
2. The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher’s professional performance against the instructional framework rubrics.

**Informal**

**Purpose:**

To develop collaborative professional relationships and efficacy between and amongst staff and evaluators.

**Procedure:**

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

# Section D. Review

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

# Section E. General Requirements

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

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

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

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

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

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# Section F. Probation

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

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

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

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

**4. Removal:** The employee may be removed from probation at any time they have demonstrated consistent improvement to 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 15. Removal from probation shall not be unreasonably withheld.

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

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

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

**ARTICLE V. STAFF REDUCTION AND RECALL**

**Section A. Board Determination of Program**

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

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

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

**1.** The needs of the students, requirements for graduation, requirements for accreditation, and minimum program requirements under state laws and regulations.

**2.** Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain such programs, where reasonable, to the limit of their categorical support.

**3.** Maintenance of pupil-teacher ratios at levels conducive to a good learning climate.

**4.** Reduction in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services and travel in an effort to retain as much of the basic education program as possible within the resources available.

**Section C. Selection of Employees**

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

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

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

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

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

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

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

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

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

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

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

**Section D. Recall**

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

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

**Section E. Insurance**

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

**ARTICLE VI. INSTRUCTION**

**Section A. Academic Freedom**

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

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

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

**Section B. Preparation Time**

**1. Planning Time:** The district will strive to schedule all employee planning time for no less than 236 minutes per week in a minimum of 20 minute blocks.

**2.** **Use:** The use of plan time shall be for professional purposes including but not limited to; assessing student learning, planning, professional reflection, collaboration, scheduled meeting, professional development, and general employee responsibilities.  In the event plan time is not sufficient for employees needs due to collaborative meetings the employee will first meet with the principal in an attempt to ensure more individual choice in planning time.

**3.** **Loss of Plan Time:** In the event that an Employee loses their plan time due to District requested tasks, such as covering another’s class or supervision of students such employee shall be paid a stipend based on the current hourly substitute rate.

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

Section C. Class Size

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

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

TK 17

K – 1st Grade 22

2nd – 3rd Grade 25

4th – 6th Grade 29

Secondary Building 160 all day

PE/Performance Music 34

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

**b.** Enrollment in classes requiring individual student stations for learning such as computer or science lab class, art class or vocational shop will not exceed the number of student work stations available except by teacher approval. When class size exceeds targets, the instructor and principal will meet to determine supports.

**c.** Additional students beyond the targets may be assigned upon mutual agreement of the instructor and building principal, who will consider the effectiveness of instruction, safety, supervision, and capacity of the facility in making the decision.  In the event a class size target is exceeded for five (5) consecutive school days, the district will have ten (10) student days to review and enact one of these mutually agreed upon options:

**C1**- increased staffing and classroom support, or;

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

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

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

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

**Section E. Non-Teaching Duties**

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

**ARTICLE VII. LEAVES**

**Section A. Sick Leave**

1. **Accumulation:** At the beginning of each school year and upon each employee being available for work, each full-time employee shall be credited with twelve (12) days of sick leave with full pay. Each employee’s portion of unused sick leave shall accumulate from year to year up to a maximum of one-hundred-eighty (180) days or as permitted by law. Less than full-time employees shall receive prorated sick leave. Sick leave may be used in one (1) hour increments, provided that on-site coverage is available. If three (3) or more hours are needed, sick leave will be calculated in either half (½) day or full day increments.

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

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

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

b. **Appointments:** While the district recognizes that medical, dental and vision appointments for employees and their families happen during the school year, the employee should strive to

set up such appointments at a time that is outside of the school day, or at the beginning or end of the school day, so as to minimize the impact on student learning.

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

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

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

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

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

**7.** **Sick Leave Donation:** Employees may donate sick leave in accordance to

WAC 392-126-085.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section C. Bereavement Leave**

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

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

**Section D. Personal Leave**

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

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

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

**Section E. Council Leave**

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

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

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

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

**Section F. Court Appearance Leave**

1. **Jury Duty:** Employees who are called to serve on a jury shall receive their regular pay on such days they are required to work on a jury.
2. **Subpoena:** Employees who are subpoenaed to testify in a matter in which they are not a party will be permitted to use sick leave.

**Section G. Military Leave**

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

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

Upon written request to the Superintendent and with their principal’s recommendation, the District may grant leave of absence without deduction of pay and with reimbursement of certain expenses to attend professional meetings or visits to other schools. When necessary, the District shall provide substitute teachers to perform the duties of employees who have been granted leave to attend non-Council professional meetings.

**Section I. Long Term Leave**

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

Employees who take “exchange teacher” positions shall return from such exchange to the next higher step on the Salary Schedule.

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

**Section J. Leave Verification**

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

Section K. Leave Without Pay

Leave Without Pay may be granted in rare situations at the discretion of the Superintendent. Employees needing to use such leave must contact the Superintendent and explain the reason. Leave Without Pay will only be granted after all sick leave and personal leave is exhausted and then only by approval of the Superintendent.

Section L. Federal and State Family Leave

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

**ARTICLE VIII. FISCAL MATTERS**

**Section A. Salary**

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

**2. Initial Placement:**

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

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

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

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

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

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

**Section B. Work Day:** Beginning with the 2018-2019 School Year, the District adopted a four-day student school week with the intention of increasing student and staff attendance, and improving conditions by providing extra time during a school year work week calendar for appointments, personal business, and vacations. While the District recognizes all personal business and appointments cannot be accomplished on non-work Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays. Staff and student attendance will be monitored and recorded and reported locally to review the efficacy of the Four Day School Week.

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

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

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

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

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

**Section D. Certificated Transportation Reimbursement**

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

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

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

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

**4.** When more than one employee travels to the same location, only one car or reimbursement will be allowed unless prior approval by the principal.

**5.** If the District car is available and the employee has received Principal’s approval to use their personal car, the state recommended pay scale for reimbursement will be allowed.

**Section E. Employee Work Year**

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

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

* 1. 150 Student days at 8 hours per day
  2. 13 professional development days at 8 hours per day, as identified on the district calendar.
  3. Two 8-hour day compensation for hours worked during parent/teacher conferences.
  4. Two 8-hour day compensation will be reserved to allow teachers time to set-up classrooms, unpack curriculum and materials, and prepare for the upcoming school year.
  5. One 8-hour day compensation for attendance at student and community events (concerts, holiday parades, etc).
  6. One 6-hour day compensation for flexible time and/or additional duties.

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

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

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

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

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

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

December 15th-3 Per Diem Days

January 15th- 2 Per Diem Days

February 15th- 1 Per Diem Day

**Section F. Insurance**

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

**Section G. Release From Contract**

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

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

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

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

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

**Section H. Extended Day Employment**

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

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

**Section I. School Calendar**

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

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

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

**ARTICLE IX. CONFLICT RESOLUTION PROCEDURE**

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

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

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

**Formal Grievance Process:**

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

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

**Step 3- Hearing/Arbitration:**

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

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

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

1. **Employee Untimely Appeal:** If the employee filing the complaint does not follow the specified time limits the complaint shall be presumed to have been dropped and no longer subject to the provisions of the conflict resolution procedure herein.
2. **District Failure to Respond/District:** A conflict resolution request or dispute not responded to in writing within specified time limits may be advanced to the next step of the conflict resolution procedure within five (5) days of the last day of the time period during which a response was to be received.
3. **No Reprisals:** No reprisals of any kind will be taken by the Board or the school administration against any employee because of their participation in the grievance procedure. Should the investigation or processing of any grievance require that an employee be released from their regular assignment, they shall be released without loss of pay or benefits with prior approval form the superintendent/designee. All documents, communications, and records dealing with the processing of a conflict resolution request shall be filed separate from the personnel files of the participant(s).

**ARTICLE X. DURATION**

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

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

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

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

**FOR THE BOARD: FOR THE COUNCIL:**

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Board Chair WTLC President

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Superintendent WTLC Negotiations Chair

# APPENDIX A. EXTENDED DAY/ ADDITIONAL PAY SCHEDULE

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

# APPENDIX B. WATERVILLE SCHOOL DISTRICT/WATERVILLE TEACHER’ LEADERSHIP COUNCIL FORMAL CONFLICT RESOLUTION FORM

Name of Grievant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Building:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specific contract article violated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Brief description of grievance:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date violation of grievance:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Grievant became aware of violation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remedy sought/Solution Proposed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of Grievant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**APPENDIX C. JUST CAUSE/THE SEVEN TESTS**

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

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

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

**APPENDIX D.**

***Waterville School District***

***Electronic Mail and Internet Use Agreement Policy***

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

**APPENDIX E. PROFESSIONAL DEVELOPMENT PARTICIPATION REQUEST**

Date of Application:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Teacher Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Teaching Assignment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Building Principal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**Additional employee comments:**

**Building principal (or designee) comments:**

**Employee signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Building Principal signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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