

TABLE OF CONTENTS

Article I: Parties and Status of Agreement.....	2
Section 1: Definition of Parties.....	2
Section 2: Recognition.....	2
Section 3: Status of the Agreement.....	3
Section 4: Compliance of Agreement.....	3
Section 5: Conformity to Law.....	3
Section 6: Distribution of the Agreement.....	3
Section 7: Maintenance of Standards.....	4
Section 8: Relationship to Existing Policies.....	4
Section 9: Ratification and Mutual Consent.....	4
Article II: Rights and Membership.....	4
Section 10: Association Rights.....	4
Section 11: Dues Deductions and Representation Fees.....	5
A. Membership Deductions.....	5
B. Representation Fee Deductions.....	5
Section 12: Management Rights.....	5
Section 13: Teacher Rights.....	6
A. Just Cause.....	6
B. Personnel Files.....	7
C. Academic Freedom.....	8
Article III: Assignments, Contracts, Workload, Salaries, and Benefits.....	8
Section 14: Assignments, Vacancies, Transfers.....	8
Section 15: Contracts.....	9
Section 16: Work Day.....	10
Section 17: Definition of Compensatory Time.....	11
Section 18: Salary Schedule.....	11
Section 19: Placement on Salary Schedule.....	11
Section 20: Length of Contract.....	11
Section 21: Payment.....	12
Section 22: Optional TRI (time, responsibility, incentive) Pay.....	12
Section 23: Attendance Incentive.....	13
Section 24: In-Class Workload.....	13
Section 25: Extra Professional Duties.....	14
Section 26: First Aid Cards.....	14
Section 27: Tax-Sheltered Annuities.....	14
Section 28: Medical/Dental/Vision Insurance.....	15
Article IV: Leaves.....	15
Section 29: Sick Leave.....	15
Section 30: Leave Sharing (Pursuant to RCW 28A.400.380).....	16

Table of Contents (continued)

Article IV: Leaves (continued)	
Section 31: Professional Academic Leave.....	17
Section 32: Sabbatical Leave.....	17
Section 33: Association Leave.....	17
Section 34: Bereavement Leave.....	18
Section 35: Jury Duty and Subpoena Leave.....	18
Section 36: Military Leave.....	18
Section 37: Personal Leave.....	18
Section 38: Leave of Absence.....	19
Section 39: Other Leave.....	19
Article V: Evaluation.....	20
Section 40: General.....	20
Section 41: Responsibility and Process.....	20
Section 42: Unsatisfactory Evaluations.....	20
Section 43: Confidentiality Conferences.....	21
Article VI: Grievances and Complaints.....	21
Section 44: Definition.....	21
Section 45: Informal Procedure.....	21
Section 46: Formal Procedure.....	22
A. Steps of Filing.....	22
Step 1a - Filing: Building Principal.....	22
Step 1b - Reply.....	22
Step 2a - Appeal to Superintendent.....	22
Step 2b - Reply.....	22
Step 3a - Appeal to the School Board.....	22
Step 3b - Reply.....	22
Step 4a - Arbitration.....	22
B. Jurisdiction of Arbitrator.....	23
C. Arbitration Costs.....	23
Section 47: Grievance and Arbitration Hearings.....	23
Section 48: End-of-Year Grievances.....	123
Section 49: Continuity of Grievance.....	24
Section 50: Individual Complaints.....	24
Article VII: Staff Retention, Lay off, Recall, and Seniority.....	24
Section 51: General.....	24
Section 52: Consideration of Attrition and Certification Requirements.....	24
Section 53: Retention by Category.....	25
Section 54: Reduction-In-Force.....	25
A. Seniority List Provided.....	25

Table of Contents (continued)

Article VII: Staff Retention, Lay off, Recall, and Seniority (continued)	
Section 54: Reduction-In-Force (continued)	
B. Qualifications/Right to Retention or Recall.....	25
C. Reassignment or Transfer.....	26
D. Lay off and Recall.....	26
E. Notification Requirements.....	26
Section 55: Seniority.....	26
A. Teaching Experience in Washington State.....	26
B. Teaching Experience in Winlock School District.....	26
C. Credits beyond a BA.....	26
D. Final Tiebreaker.....	26
Section 56: Employment Pool.....	27
A. Placement in Pool and Eligibility.....	27
B. Employee's Responsibility Regarding Correspondence.....	27
C. District's Responsibility Regarding Correspondence.....	27
D. Acceptance/Rejection Rights.....	27
E. Priority Given to Substitute.....	27
F. Rights Pertaining to Authorized Leave.....	27
G. Eligibility for Leave.....	27
Section 57: Affirmative Action.....	28
Article VIII: Miscellaneous.....	28
Section 58: School Year Calendar.....	28
Section 59: Duration.....	28
Section 60: Compliance with State Law.....	28
Appendix I.....	30
Evaluation Criteria – Teachers.....	30
Evaluation Criteria – Certificated Counselors.....	32
Evaluation Criteria – Certificated Librarian.....	35
Appendix II.....	37
Salary Schedule Increases.....	37
Appendix III.....	38
Student Discipline - Section 1:	38
Student Discipline - Section 2:	38
Student Discipline - Section 3:	39
Appendix IV.....	41
2022 - 23 Calendar.....	41
2023 - 24 Calendar.....	42
2024 - 25 Calendar.....	43

AGREEMENT

BY AND BETWEEN

WINLOCK SCHOOL DISTRICT #232

AND

**WINLOCK EDUCATION
ASSOCIATION**

2022-25

ARTICLE 1: PARTIES AND STATUS OF AGREEMENT

Section 1: DEFINITION OF PARTIES

This Agreement entered into this 1st day of September, 2022 by and between Winlock Education Association, hereinafter called the "Association", and the school district of Winlock, the County of Lewis, Washington, hereinafter called the "Board." The signatories shall be the sole parties to this agreement.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Winlock is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Education Employment Relations Act, Chapter 288, Laws of 1975, First Extraordinary Session, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, and terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

Section 2: RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel whether under contract, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board except as indicated below. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, business manager, principals, vice principals, and substitutes, or those certificated employees who are working in a position for which certificate is not required. The term "teacher" when used hereinafter in the Agreement shall refer to all professional teachers represented by the Association in the bargaining unit as above defined.

The Board agrees not to negotiate with or recognize teacher's organizations other than the Association for the duration of this Agreement.

Section 3: STATUS OF THE AGREEMENT

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all teachers covered under this Agreement. Said rights and functions are not common to any other teacher organizations seeking to represent teachers officially represented by the Association.

Any rules, regulations, policies or resolutions not specifically addressed to in this contract will remain within the purview and prerogative of the Board of Education.

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

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

Section 4: COMPLIANCE OF AGREEMENT

All individual teacher personal service contracts shall be subject to and consistent with Washington State Law and the terms and conditions hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any individual teacher personal service contract contains any language inconsistent with the Agreement, this Agreement shall be controlling.

Section 5: 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 this Agreement to any teacher or groups of teachers covered hereby shall be found contrary to law by a tribunal 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 so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section 6: DISTRIBUTION OF AGREEMENT

Within thirty (30) days following ratification signing of this Agreement, the District and the Association shall distribute to all teachers copies of this Agreement, in either print or electronic version. Additional copies shall be provided to the Association. All teachers new to the District shall be provided a copy of the Agreement by the District upon issuance

of their personal service contract and such Agreement shall be available to all applicants for teaching positions.

The Board shall print the Agreement. The Association shall pay one-half (1/2) of the cost of materials.

Section 7: MAINTENANCE OF STANDARDS

All terms and conditions that affect employment shall be subject to the provisions of RCW 41.59.

The duties of any teacher in the bargaining unit will not be substantially altered, increased, or transferred to any person outside the bargaining unit.

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

Section 8: RELATIONSHIP TO EXISTING POLICIES

Existing rules, regulations, policies, or resolutions of the District which are terms and conditions of employment for certificated people and which are not in conflict with the Agreement shall remain in full force unless changed by the Board pursuant to RCW 41.59.

Section 9: RATIFICATION AND MUTUAL CONSENT

This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

It shall become effective in accordance with the Duration Clause herein.

ARTICLE II: RIGHTS AND MEMBERSHIP

Section 10: ASSOCIATION RIGHTS

Only the Association member shall have the right to use District facilities and equipment at reasonable times when such equipment is not otherwise in use. The association member may not bring anyone else to use non-classroom facilities, without an approved facilities use request. The facility and equipment shall be left in the condition in which it was found. Association members requesting to include non-Association members on District facilities using District equipment must have an approved facilities use request to do so.

The Association shall have the exclusive right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.

The Association Management shall have the right to use teacher mailboxes/emails for communication purposes.

The Board shall furnish to the Association, upon request, copies of reports required by RCW's and WAC's and agendas and minutes of all Board meetings. The Association shall pay the cost (not to exceed ten cents per page).

Representatives duly authorized by the Association who participate during working hours in negotiations, grievance proceedings, conferences or meetings with representatives of the District shall suffer no loss of pay.

Upon request, the District shall make available to the Association a monthly updated list of newly employed teachers and substitute teachers employed the previous month, their assignments, rate of pay and number of days worked.

Section 11: DUES DEDUCTIONS AND REPRESENTATION FEES

A. Membership Deduction

Within ten (10) days of their commencement of employment, teachers may sign and deliver to the District Business Office an Assignment of Wages Form which is attached hereto and incorporated in this Agreement, which form shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Board and the Association, signed by the teacher, and received between September 1 and September 30, proceeding the designated school year, for which revocation is to take effect.

B. Representation Fee Deductions

On or before September 15 of each school year, the Association shall give written notice to the Board of the dollar amount of dues and assessments of the Association including National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under all payroll deductions. The total for these deductions shall not be subject to change during the school year. Payroll deduction will also be available for members who wish to contribute to WEA-PAC and the EA Fund for Children and Public Education. All deductions continue year-to-year unless cancelled by the employee.

Section 12: MANAGEMENT RIGHTS

The right to manage the school district and to direct its teachers and operations is vested in and retained by the Board except as this right is limited by this Agreement.

Section 13: TEACHER RIGHTS

Pursuant to the Washington Educational Employment Relations Act, Chapter 288, Laws of 1975, First Extraordinary Session, hereinafter referred to as the Act, the Board hereby agrees that every teacher as herein defined shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Washington, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Nothing contained within this Agreement shall be construed to deny or restrict to any teacher rights he/she may have under the Revised Code of Washington, Chapter 28A, Laws, or other applicable laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided in state and federal law.

The provisions of this Agreement shall be applied without discrimination against any employee or applicant for employment because of race, color, national origin (including language), sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, disability, or the use of a trained guide dog or service animal by a person with a disability, or political affiliation except as required in accordance with this Agreement or as otherwise provided by law.

Membership in the Association shall not be denied to any teacher because of race, color, national origin (including language), sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, disability, or the use of a trained guide dog or service animal by a person with a disability, or political affiliation.

A. Just Cause

No teacher shall be disciplined (including suspensions, reprimands, reductions in rank, discharges, non-renewals or termination) without just and sufficient cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

A teacher shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until sufficient time has been afforded for the

representative to be summoned. "Sufficient time" shall be defined as "within the working day."

The District shall follow a policy of constructive discipline which shall normally include verbal warning, letter of direction (written warning), written reprimand, and suspension without pay with non-renewal or discharge as a final and last resort.

Constructive discipline shall not apply in cases of deficient teacher proficiency covered by evaluation, or conduct which is of a serious or aggravated nature.

Any written complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the teacher. Failure by the administrator to inform the teacher of a complaint shall preclude the use of the complaint against the teacher at a future date. Complaints that have been investigated and not substantiated will not be used as a basis for any disciplinary action. The record of such investigations shall be retained and a record of such findings will be placed in the employee's personnel file if the employee so chooses.

B. Personnel Files

Teachers or former teachers shall upon request have the right to inspect all contents of their complete personnel file kept within the District or any records concerning their employment with the District that are leaving the District. Such right does not include confidential references submitted by the district or district employees. Upon request, a copy of any documents contained therein shall be afforded the teacher. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. A separate file for processed grievances shall be kept apart from the teacher's personnel file. Building and District Administrators may also retain a working file of relevant employee information for in-progress investigations.

A representative, at the teacher's request, may be present in this review.

Any derogatory material not shown to a teacher within ten (10) days after receipt or composition, shall not be allowed as evidence in any grievance or in any disciplinary action against such teacher.

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

All information forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the previous forty-eight (48) months.

Hearsay shall not be used in an evaluation of a teacher.

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

C. Academic Freedom

In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view and an opportunity for exploration by the students into both sides of the issue.

In discussing controversial issues, a teacher will encourage students to express their own views, assuring that it be done in a manner which gives due respect to the rights and opinions of others. When discussing controversial issues, the teacher will respect the positions other than his own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusions regarding controversial issues.

Teachers will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. Questionable matters will be referred to the principal and/or superintendent and/or school board for decision.

ARTICLE III: ASSIGNMENTS, CONTRACTS, WORKLOAD, SALARIES AND BENEFITS

Section 14: ASSIGNMENTS, VACANCIES, TRANSFERS

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class or position shall be made in writing, on forms provided by the Board, one copy of which shall be filed with the principal, one copy with the superintendent and one copy with the Association. The application shall set forth the reasons for the transfer, the grade or position sought, and the applicant's academic qualifications.

A vacancy shall be defined for purposes of this agreement as a position previously held by a teacher or a newly created position.

Vacancies shall be filled on the basis of the best judgment of the Administration with the best individuals available. Internal candidates shall be given first consideration. When a vacancy occurs it will be listed among the Association members ten (10) days prior to its publication. A Late Vacancy will be considered to be any vacancy created after the last teacher work day. Late Vacancies will be posted both within and outside the school district for five (5) days. Building Administrators will make efforts to contact current teachers who are highly qualified for the late vacancy. Between the end of the school year and the beginning of the next school year, the five (5) days will begin the day the District notifies association leadership

In all building transfers the principal will meet with the teacher. If the teacher does not want to make the transfer the teacher shall have the opportunity to meet with the building principal and present their reasons why they should not be transferred. Changes and placement within the MS or within the HS building are not considered transfers. A change from the MS to the HS or from the HS to the MS is considered a transfer. Building transfers and Elementary school grade level transfers will be communicated to the respective teachers prior to May 10 unless unforeseen enrollment declines and requires a teacher to be transferred. The principal will then communicate their decision in writing to the teacher. If the teacher is not satisfied with the principal's decision they may meet with the superintendent and explain their reasons why they think they should not be transferred. The superintendent will provide the teacher with a written response. If the teacher is not satisfied with the superintendent's decision they may meet with the Board of Directors of the Winlock School District. The Board will present their decision to the teacher in writing and their decision will be final.

Section 15: CONTRACTS

The district shall provide each teacher a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement.

A letter of intent shall be given to the teacher each year for signature. The letter of intent shall be sent out by March 15. Although the letter of intent is non-binding it will assist the district in determining vacancies and teacher placement for the forthcoming school year.

Between April 15 and May 1 two (2) copies of the contract shall be given to the teacher each year for signature. One (1) copy is retained by the teacher at the time it is signed. One (1) copy is forwarded to the District office to be signed by the Superintendent. All contracts must be signed and returned to the district office within five (5) days of receipt. Non-returned contracts are considered refused. Signed contracts are binding except as provided for the under the Contracts section of this Agreement.

Teachers adding coursework to the salary schedule per Section 19, after the issuance of their contract, will be issued an updated contract in October.

A teacher under contract shall be released from the obligations of the contract upon request under the following conditions:

- A. A letter of resignation must be submitted to the school board.
- B. A release from contract for the following school year shall only be granted with permission by the Superintendent after June 15. The Superintendent will weigh factors of enrollment, and the ability to attract staff for the position before considering a release.
- C. A release from contract may be granted in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

Section 16: WORK DAY

The work day is from 8:00 a.m. to 3:30 p.m. In the event of chronic tardiness (three times), pay will be deducted in fifteen minute increments.

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

The normal daily teaching load shall not exceed six (6) classes plus a fifty (50) minute planning period in grades 6 - 12. Each full-time elementary teacher directly involved with classroom instruction shall have daily preparation time of at least forty (40) minutes each full school day.

Early release and late start days will have a prorated planning period.

In cases such as Conference Week or half days, planning periods may alternate days as long as staff are provided with equal amounts of planning time by the end of the school year.

Teachers will be required to attend up to one staff meeting per week as determined by the building principal. The staff meetings will not go beyond 15 minutes before or after the Work Day. During weeks where there are staff meetings, staff may leave on Friday at the end of the student day.

When there are school conflicts with the staff meeting such as previously agreed upon school supervision (i.e. coaching/field trips), the staff member will meet with the building principal at an agreed upon time to be briefed on the contents of the staff meeting.

No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

Teachers shall be available for arranged appointments before and after school and at other times by mutual agreement.

If requested by the building principal, any hours prior to 8:00 a.m. or after 3:30 p.m. will be granted as compensatory time. Both the teacher and the building principal must agree to this extra-hour scheduling. The exception to this will be voluntary teaching by a union member during a zero-hour class which takes place before the 8:00 a.m. starting time. Anyone teaching this zero period class will receive no additional compensation.

Teacher attendance at individual education plan (I.E.P.) meetings, IEP evaluation meetings and 504 meetings are required by federal law. Time spent at these meetings

outside of contractual hours can be flexed with principal approval, or used as Tri-Time. Principals will ensure that teachers equitably attend these meetings.

Section 17: DEFINITION OF COMPENSATORY TIME

Hours outside the scheduled work day, and agreed to by both the teacher and the building principal shall be deemed for Compensatory Leave.

Both teacher and principal shall have copies of compensatory time accrued. These copies shall be signed by the teacher and the principal. To receive Compensatory Leave the teacher must give one (1) weeks' notice and may only take this leave one (1) day at a time, at a maximum.

Compensatory Leave shall be on an hour for hour basis with compensatory time accrued.

Section 18: SALARY SCHEDULE

The district will distribute the dollars generated by the teaching staff on the District Approved Salary Schedule, which is attached to this Agreement (see Appendix II) or modified as agreed to by the parties. The District will pass through any cost-of-living/IPD increases, adjustments, or additional professional development days made by the state for the compensation of teachers.

Section 19: PLACEMENT ON SALARY SCHEDULE

Placement on the salary schedule shall be determined by the salary schedule attached to this Agreement or as amended by the parties.

All teachers shall verify their salary placement annually and shall immediately report any discrepancy to their building principal and the superintendent.

Credits shall meet all requirements for reporting on the annual S-275 form to SPI. To be considered for placement on the salary schedule for a given school year, an official record for all credits earned must be received in the District office by September 30th.

Section 20: LENGTH OF CONTRACT

The length of the regular teacher contract shall be one hundred eighty (180) days. One additional day prior to the opening day of school is required for all teachers. This District Meeting day prior to the opening of school for students shall be used for building meetings and classroom preparation and shall be compensated at 1/180 of the per diem rate per the attached salary schedule(s) (see Appendix II). Any additional extension of contracted days for the District shall be computed on 1/180 full per diem of the teachers' contracted rate of pay with the exception of teachers who are new to the District. Teachers who are new to the District will report to work one day early for orientation with no additional compensation.

Section 21: PAYMENT

In accordance with state law, all teachers shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.

Payroll checks shall be issued to the teacher on the last district office work day of each month.

Section 22: OPTIONAL TRI (time, responsibility, incentive) Pay

The District will offer ten (10) TRI days to be paid at a rate of 1/180th of the per diem rate as listed on the attached salary schedule(s), according to the amounts below.

- A. Three (3) days are the additional paid days prior to the first day of school or during the first two weeks of school. These are fully district and building directed days to provide training and to review district and school procedures.
- B. Two (2) days may be used to prepare for students between July 1st and the first day of school.

Building-Directed

- C. Three (3) days or 21.0 hours shall be time that is agreed upon by the principal and signed off by the building principal. This can include, professional development, collaborating with staff for instruction, assessment, evaluation of student work, staff meetings, Individual Educational Plan (IEP) meetings, 504 Plan meetings, Student Study Team (SST) meetings, Highly Capable (Hi-Cap) meetings, and other school district special program meetings.

Self-Directed – Teacher Documented - Due June 1 of school year.

- D. Two (2) days or 14.0 hours shall be time that can either be those in Section 22C or be self-directed to be used to prepare for students, including creating curriculum, aligning curriculum with standards, collaborating with other staff planning or instruction and assessment, evaluating student/work/progress/grades, and for supervision of students outside of the regular scheduled work day. The hours for the optional days will be paid upon completion of a timesheet signed by the building principal.

TRI-days must be completed, signed off by their principal and turned in to the district office prior to June 15 of the school year.

Section 23: ATTENDANCE INCENTIVE

In January of the year following any year in which a minimum of 180 days of sick leave is accrued, and each January thereafter, any eligible staff member may exercise an option to receive remuneration for unused sick leave accumulated in the previous year in an amount equal to one day's monetary compensation of the staff member for each four full days of accrued sick leave in excess of 180 days.

All such leave for which the staff member receives compensation shall be deducted from accumulated sick leave at a rate of four days for every one day's monetary compensation.

A staff member may cash-out all accrued sick leave at the above rate at the time of separation due to retirement, provided that the retiree provides documentation from the appropriate state retirement system. Such leave shall be accrued at the rate of no more than one day per month. Earned sick leave shall not be accumulated in excess of 180 days as of December 31 of each year, except that an employee may exercise the annual January cash-out option for all days accumulated in excess of this maximum.

The administrator of the estate of a deceased staff member may also cash-out all accumulated sick leave at the rate of one day's monetary compensation for every four days of leave. A certified copy of the death certificate, or proper documentation of court appointment as administrator of the estate, must be submitted to the district office.

Section 24: IN-CLASS WORKLOAD

The District shall seek to maintain, to the best of its financial and physical capabilities, a teacher/student ratio which affords the best learning environment for the students of the District. Grades K-2 will have a class limit of twenty (22) students per class. Grade 3 will have a class limit of thirty (30) students per class. Grades 4-5 will have a class limit of thirty-two (32) students per class. Grades 6-12 will have a class limit of thirty-three (33) students per class. The class sizes do not apply to Band, Vocal Music, and P.E. which are exempt. The District agrees to try to keep P.E. classes within 33 students when possible.

The first day to count the in-class workload is the first school day in October. If an in-class overload occurs on the first day of October, a meeting will occur within three (3) days.

For overloads after October 1, in the event that after ten (10) days the district is unable to reduce the class workload to the limits in the preceding paragraph, a meeting will occur with the teacher's principal, the teacher, their Association representative, and the Superintendent. At the meeting the group will explore solutions to the overload which are acceptable to the classroom teacher.

Special Education Case Load

The District shall provide six (6) extra paid days for Special Education staff members with the purpose of writing IEP's, evaluations, etc.... These hours will be paid at the individual's per diem rate and prorated per FTE. Payments will be spread out over the twelve (12) months. Additional four (4) days of substitute time shall be made available to all Special Education staff members.

Section 25: EXTRA PROFESSIONAL/NONPROFESSIONAL DUTIES

Participation in any extra-professional or nonprofessional duty for which compensation is requested must have prior approval of the building principal and the superintendent.

Extra-professional duties shall be defined as those duties performed outside of the regular school day which requires a teaching certificate of those persons performing them.

All certificated staff members who are preapproved for extra compensation for extra-professional duties shall be compensated at the rate of \$30.00 per hour, or as agreed to by the Association and the District prior to the commencement of the additional duties.

Teachers who substitute during their prep period will be compensated at the extra professional duty rate.

The District, at its discretion, may use non-WinEA personnel to perform such non-professional duties as ticket taking, collecting admission to events, operating scoreboards, chaperoning, announcing, and other non-professional activities designated by the superintendent.

Section 26: FIRST AID CARDS

As a condition of employment, all teachers will be required to have valid first aid cards. The district will offer a first aid course at no cost to the teacher, and with compensation for hours outside the regular work day at the extra professional duty rate. Dates for first aid trainings will be provided and a list of first aid card expiration dates will be given to the union by June 1st. Staff who cannot make the dates offered by the district will be allowed to obtain their cards at an alternate location through the district approved training company. If a teacher chooses to take the course from a training company not offered by the district they will receive compensation of \$50. First aid courses must be those in which a first aid card is issued with a two-year duration.

Section 27: TAX-SHELTERED ANNUITIES

Employees may participate in tax-sheltered annuity programs approved by the Association and the Board.

Section 28: MEDICAL/DENTAL/VISION INSURANCE

The provisions of this section shall remain in effect through December 30, 2019. The State has indicated that all school employees will thereafter be under the guidelines determined by the State and as provided by the SEBB health insurance program. The District and the Association agree that they will be obligated to comply with the requirements of that insurance program, details of which are still being formulated at the time of these negotiations. When those guidelines are fully determined and provided by the state, the current language below will be modified or eliminated as directed by State requirements. To the extent that there remain options available to employees, the Association, and the District, the parties agree to mutually determine what new language needs to go in this section.

The District shall contribute the state insurance contribution per bargaining unit teacher on an FTE basis toward a teacher insurance pool. Each teacher's insurance needs shall be paid from the pool for medical, dental and vision coverage with the dental premium being paid first. The District shall contribute the state allocated amount of the health care authority costs on a FTE basis yearly toward the teacher insurance pool. Costs in excess of the pool shall be borne by the individually affected teacher(s) and will be deducted from the payroll check.

Those teachers who are employed less than full time shall have the option to enroll in all insurance programs. However, such teachers will be required to pay any excess costs for such insurance programs, which are in excess of their prorated benefits.

All teachers, as a minimum, must enroll in the dental and vision insurance program.

Health Insurance information is pending final analysis by the State. The District and Association agree to jointly determine which plans will be offered to staff.

Washington State Paid Family and Medical Leave (PFML): For the duration of this collective bargaining agreement, the district agrees to pay up all premiums levied on the District and Association members as a result of this law, up to a combined total of 1% of the employee's wages (currently the amount is 0.4%). Should the combined total premiums exceed 1% of the employee's wages, the amount beyond 1% would be divided between the employee and the district at the rates determined by the State.

ARTICLE IV: LEAVES

Section 29: SICK LEAVE

At the beginning of each school year, each teacher shall be credited with an advanced sick leave and emergency leave pursuant to RCW 28A.58.100, allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, maternity,

quarantine or other disability. Each teacher's portion of unused sick leave allowance shall accumulate from year to year.

The District may require a signed statement from a healthcare provider for any absence in excess of five (5) consecutive days.

All regular teachers shall be allowed to use the teacher's accrued sick leave to care for family members with a health condition that requires treatment or supervision.

Pregnancy Disability: the period of pregnancy-related disability, the length of which is determined by a licensed health care provider. Parental Bonding: period of time taken to bond with a child within twelve (12) months of the birth or placement of the child.

If both parents work for the district, each parent shall be entitled to twelve (12) weeks of Family Medical Leave Act (FMLA) for parental bonding.

Employees may use all available and applicable leave for pregnancy disability and parental bonding, including but not limited to: illness, injury and Personal Leave: Washington State Paid Family & Medical Leave (PFML); Shared Leave; and FMLA; in a consecutive or concurrent order as determined by the employee

Section 30: LEAVE SHARING Pursuant to RCW 28A.400.380

An employee may, of his/her own choice, denote portions of accumulated sick leave to come to the aid of another named employee suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take extended leave without pay or to terminate employment. The determination of whether or not the illness, injury, or impairment is extraordinary and/or severe will be made by the Superintendent and/or designee and recommended to the Board of Directors for formal approval. The Superintendent may, if appropriate require a health care provider's statement confirming the extent and/or severity of the illness, injury or impairment.

A contributing employee must have an accrued sick leave balance of more than sixty (60) days to assign sick leave to another employee.

An employee may denote up to six (6) days during any twelve (12) month period. The donation from the employee's leave balance must be taken from the most recent leave days earned.

Employees cannot donate sick leave days that would result in sick leave account balance going below sixty (60) days.

Sick leave includes leaves pursuant to the RCW's with compensation for illness, injury, and family care.

An employee, as recipient of leave transferred under this section, shall be classified and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive using accrued sick leave.

In the event the donated sick leave is not fully utilized by the receiving employee, the District must return the unused sick leave to the respective donating employees, on pro rata basis.

Section 31: PROFESSIONAL ACADEMIC LEAVE

Professional leave without loss of pay will be granted with the approval of the approval of the superintendent and recommendation of the principal. Professional academic leave is defined as attendance at subject area meetings, professional academic organizational meetings and conferences designated for the professional growth of the teacher. A one-week notice is required.

Section 32: SABBATICAL LEAVE

Sabbatical leaves shall be granted for up to one year to those teachers who have served the District a minimum of eight (8) years, unless otherwise approved by the Board. A teacher who has had a sabbatical leave can become eligible for another sabbatical leave after serving an additional five (5) years in the District.

To be entitled to sabbatical leave, a teacher must be eligible following the leave for at least three (3) years of service before retirement.

A teacher desiring sabbatical leave must submit a written request to the superintendent prior to April 1 of the school year prior to the year for which sabbatical leave is desired. The request shall specify the reasons for which leave is requested and give specific plans and endeavors to be followed. The evaluation and approval for sabbatical leave shall be determined by the Superintendent and the Board. A sabbatical leave shall be an unpaid leave of absence.

No more than one (1) teacher shall be granted sabbatical leave during the school year.

A teacher returning from sabbatical leave shall be given the same consideration for returning to the position of his last assignment as if he has been on active duty. It shall be assumed that the teacher wishes to return to the position of his last assignment unless he/she notifies the superintendent by May 1 prior to the expiration of his/her leave.

Section 33: ASSOCIATION LEAVE

Up to nine (9) days leave per school year shall be provided the Winlock Education Association representative for Association business. Leave shall be granted upon Association request. The individual shall receive his/her pay as normal and the Association shall pay the cost of the substitute.

Whenever possible, notification of the leave shall be submitted by the Association president in writing to the superintendent two (2) days before the leave is to take effect. The Association president and the teacher shall be informed of the arrangements for the leave.

Section 34: BEREAVEMENT LEAVE

The district shall authorize a leave without loss of pay for up to a total of five (5) days per year for personal bereavement occasioned by the actual or imminent death of an immediate family member. Immediate family members are spouse, children, mother, father, legal guardian, sister, brother, grandmother, grandfather, father-in-law, mother-in-law, or grandchildren. Two (2) of the five (5) bereavement days will be unrestricted bereavement leave. Bereavement Leave is non-accumulative.

In some instances, and at the discretion of the Superintendent, the District may allow additional paid bereavement leave for employees.

Section 35: JURY DUTY AND SUBPOENA LEAVE

Leave of absence with pay shall be granted for jury duty. The teacher shall notify the District when notification to serve on jury duty is received. Employees are expected to report back to work upon release from jury duty if the release is prior to 12:30 p.m.

Leaves of absence with pay shall be granted when a teacher is subpoenaed to appear in a court of law.

Section 36: MILITARY LEAVE

Teachers shall be granted military leaves of absence when required by law. While on leave, the teacher shall retain seniority as though employment had been continuous in the District. Upon return from leave, the teacher shall be placed in the position last held or a similar position in the District, if he/she would have been eligible for a position had he/she not been on leave.

Section 37: PERSONAL LEAVE

All teachers shall have up to three (3) Personal Leave days with pay per year. Teachers may rollover to the following year, unused personal leave days. The maximum number of accrued days shall be no more than five (5) days. Personal Leave days are to be used for personal, business, household, or family matters that cannot be taken care of outside of work hours subject to the following restrictions:

A. A three (3) day notice will be given if possible. A Certificated Staff Personal Leave request form must be filed with the immediate supervisor prior to leaves being taken, if possible.

C. Personal leave may be granted on the day preceding or following a holiday or vacation period with approval by the Superintendent within one week of

the leave request. This leave will be on a first-come basis and is limited to two (2) staff members per building pending availability of substitutes.

C. Personal leave days should not be used during Early Release days or during any district or building professional development time. However, exceptions may be made to this for extenuating circumstances at the discretion of the superintendent.

Section 38: LEAVE OF ABSENCE

A teacher shall be entitled to apply for a leave of absence without pay, for professional study, rest and recuperation, extended travel, working in a professionally related field or for personal reasons. The duration of the leave shall be on the basis of individual need which shall be stated on the written application. Leaves shall be granted normally, for a duration of one year or less, and shall expire at the date agreed upon.

Should the teacher on leave feel an extension in the duration of the leave would be beneficial, the Board may grant it. The procedure of filing for an extension shall be the same as for applying for the initial leave of absence.

The teacher requesting the leave will receive no salary for the period of absence, but will retain position on the salary schedule in educational increments and teaching experience. If during the leave the teacher gains additional experience, then they will advance on the salary schedule accordingly.

The teacher on leave will retain accumulated sick leave, and retirement benefits during the period of leave.

To be eligible for this leave of absence, the teacher must have completed three (3) years of teaching experience, two of which must have been taught within the District. When certain cases involve extenuating circumstances, the school board may consider waiving these requirements.

At the completion of the period of leave, the teacher shall be rehired at the same teaching position or its equivalent.

Upon returning, the teacher shall have the same right to apply for another position for which they are qualified, in lieu of the previous teaching position held.

The teacher on leave will be replaced by a qualified teacher hired on a temporary basis.

The evaluation and recommendation for leave of absence shall be determined by the Board.

Section 39: OTHER LEAVE

The district may grant leave, paid or unpaid, to teachers, subject to approval by the Superintendent or their designee.

Examples of this leave are, but not limited to; attend state tournaments, coach athletic teams, attend national conferences, and other events which may require more time than a teacher has personal leave days.

ARTICLE V: EVALUATION

Section 40: GENERAL

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "teachers" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. For classroom teachers the criteria shall be developed in the following categories: Instructional skill; classroom management; professional preparation and scholarship; effort toward improvement when needed; the handling of student discipline and attendant problems; and interest in teaching pupils and knowledge of subject matter. Every board of directors shall, in accordance with the bargaining procedures, establish evaluative criteria and procedures for all certificated classroom teachers and certificated support personnel. The evaluative criteria must contain as a minimum the criteria established by the Superintendent of Public Instruction.

Section 41: RESPONSIBILITY AND PROCESS

It shall be the responsibility of a principal to evaluate all certificated personnel in his or her school. During each school year all teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each teacher for each school year shall not be less than sixty minutes. Following each observation, or series of observations, the principal shall promptly document the results of the observation in writing, and shall provide the teacher with a copy thereof within three days after such report is prepared. New teachers shall be observed at least once for a total observation time of thirty minutes during the first ninety (90) calendar days of their employment period.

Section 42: UNSATISFACTORY EVALUATIONS

Every teacher whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of stated specific areas of deficiencies along with suggested specific and reasonable program for improvement on or before February 1st and ending no later than May 1st. The purpose of the probationary period is to give the teacher opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the teacher of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. During the probationary period the principal shall meet with the teacher at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the teacher. The principal may authorize one additional

certificated employee to evaluate the probationer and to aid the teacher in improving his or her areas of deficiency, such additional certificated employee shall be immune from any civil liability that might be incurred or imposed with regard to the good faith performance of such evaluation. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her improvement program. Lack of necessary improvement shall be specifically documented in writing with notification to the probationer and shall constitute grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

The establishment of a probationary period shall not be deemed to adversely affect the contracts of a teacher within the meaning of RCW 28A.405.300.

Section 43: CONFIDENTIAL CONFERENCES

Each certificated teacher shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance.

SEE APPENDIX A FOR EVALUATION CRITERIA

ARTICLE VI: GRIEVANCES AND COMPLAINTS

Section 44: DEFINITION

A grievance is an alleged misinterpretation of, or violation of, terms and/or provisions of this Agreement.

Grievant shall mean an individual, a group of individuals and/or the Association.

Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with an appropriate member of the administration.

Section 45: INFORMAL PROCEDURE

In the event that a teacher believes there is a basis for a grievance, the teacher will first discuss the alleged grievance with his/her building administrator either personally or accompanied by his/her Association representative. If the Association member requests to bring a non-Association representative to the informal procedure for support, District Administration has the right to decline this request. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is a condition precedent to invoking the formal grievance procedure.

Section 46: FORMAL PROCEDURE

A. Steps for Filing

Step 1a – Filing with the Building Principal: The grievant may invoke the formal grievance procedure through the Association on Form A which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the building principal. A grievance must be filed within fifteen (15) school days of the occurrence of which the grievant complains, or fifteen (15) school days of the time when the grievant learned of the occurrence, of which he complains, whichever is later.

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

Step 2a – Appeal to the Superintendent: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent.

Step 2b – Reply: Within five (5) school days the superintendent shall meet with the Association and the grievant and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

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

Step 3b – Reply: Within ten (10) school days, the Board shall meet with the Association on the grievance and shall indicate their disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

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

B. Jurisdiction of Arbitrator

The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following:

- 1) The termination of services of or failure to re-employ any provisional teacher.
- 2) The termination of services or failure to re-employ any teacher to a position on the supplemental salary schedule.
- 3) Any matter involving teacher evaluation, provided the evaluation procedure shall be subject to the arbitrator's reviews.
- 4) Any matter involving teacher probation procedures, discharge, nonrenewal, adverse effect or reduction in force.

C. ARBITRATION COSTS

Each party shall bear its own cost of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

Section 47: GRIEVANCE AND ARBITRATION HEARINGS

All hearings of conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

Section 48: END-OF-YEAR GRIEVANCES

The time limits and year-end grievances provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

In all cases of non-renewal, discharge, or actions which adversely affect the employees contract status the employee shall select the statutory process, (RCW 28A.405) or the grievance procedure. In the event the employee serves notice to the Board of Directors that he/she is appealing the School Districts decision according to the statutory provisions, such case shall be exempt from the grievance procedure.

Failure of an Association or grievant to proceed with a grievance within the timeline herein provided shall result in the dismissal of the grievance. Failure of the School District, administration or School Board or its representative in taking the required action within the timeline provided shall entitle the grievant or the association to proceed to the next step on the grievance procedure.

Section 49: CONTINUITY OF GRIEVANCE

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

Section 50: INDIVIDUAL COMPLAINTS

If any individual teacher has a personal complaint which he desires to discuss with the administrator, he is free to do so without recourse to the grievance procedure.

ARTICLE VII: STAFF RETENTION, LAY OFF, RECALL, AND SENIORITY

Section 51: GENERAL

The Board of Directors shall determine the educational program and services for the Winlock School District No. 232, based upon the educational goals of the District and financial resources available for the following school year. Prior to May 15th of each year, or sooner if possible, the Board shall as accurately as possible determine present financial status and enrollment and projected financial status and enrollment for the following year.

In the event that it can be shown that revenues are not sufficient to support the present size staff, the Board shall use the RIF policy attached to this agreement.

In the event there is a modification of programs or services for financial reasons, the number of certificated personnel which are required to implement the modified educational programs and services shall be determined as provided in this policy.

Section 52: CONSIDERATION OF ATTRITION AND CERTIFICATION REQUIREMENTS

In an effort to eliminate the necessity of non-renewal or involuntary terminations, every reasonable effort shall be made to ascertain the number of certified positions which will be open for the following school year by reason of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated in (C) below.

- A. Voluntary and mandatory certificated personnel retirements.
- B. Normal certificated personnel resignations.
- C. Vacant positions will be filled by transferring currently employed certificated staff members within the District unless by reason of certification, training, or experience, no qualified person is available.

To insure that the certificated staff recommended for retention will be qualified to implement the educational program determined by the Board, all certificated teachers must possess such valid Washington State certificate(s) as may be required for the position(s) under consideration. In addition, the following categories are established to allow for the least disruption of the ongoing program and to provide for the least deviation from the present assignment of personnel:

Teachers will be grouped District-wide in separate categories as follows:

Elementary	Grades K through 5
Middle Level	Grades 6-8
Secondary	Grades 9 through 12

Throughout these categories, certification, experience, a minimum of 12 quarter hours in a given area, majors or minors will be construed as of the date of the implementation of this procedure.

Section 53: RETENTION BY CATEGORY

Employees will be considered for retention in the category or specialty appropriate to the position held at the time of implementation of this procedure. A teacher shall also be considered for retention in additional categories if the teacher meets the qualifications for that category; provided that teachers will be considered for such additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of this procedure.

Section 54: REDUCTION-IN-FORCE

A. Seniority List Provided

In the event of the need for reduction-in-force, the District shall tender a list to the Association and each teacher which shows the rank order of existing teachers according to seniority, as defined in Section 57 below. This list shall show existing employment categories within the District and a listing as to which categories the existing staff members would qualify according to the criteria as shown in Section 54 above.

If a teacher believes that he/she should be included in additional categories or that another teacher has been wrongfully included in a category or that a teacher has not been credited with the proper amount of seniority, the teacher must notify the Superintendent in writing within five (5) work days of the date upon which the Association was tendered the list. Such written notification must allege the facts which make the teacher's seniority or category ranking incorrect according to the criteria contained in Sections 54 and 57 of this Agreement. Failure to make such timely notification shall waive a teacher's right to later challenge the inappropriateness of the teacher's seniority ranking and categorical placement.

B. Qualifications/Right to Retention or Recall

In the event that there are more qualified teachers than available positions in a given category or specialty the following criteria shall be used to determine which teachers shall be recommended for retention.

- 1) A teacher must be qualified for a position as provided in this procedure.

- 2) A teacher retained shall be the most senior teacher available in the category or specialty.
- 3) In case the District must locate a teacher for retention or recall with unique qualifications, the District may retain or recall said teacher provided that no teacher with more seniority qualifies for said position.

C. Reassignment or Transfer

The District shall have the right to assign and transfer teachers during the implementation of this procedure to positions for which they qualify.

D. Lay off and Recall

The District shall not partially lay off a teacher. Employees will not be offered recall or less than full-time employment until all more senior teachers in the appropriate employment category have been employed on a full-time basis. A teacher shall have the right to refuse recall to a part-time position without losing recall rights.

E. Notification Requirements

The list of proposed retention and layoff shall be delivered to the Association and all teachers by May 15th of the year that this procedure is being implemented.

Section 55: SENIORITY

A. Teaching Experience in Washington State

Seniority shall be based on total teaching longevity in Washington State. In order to determine the number of years, the District and the Association agree that years credit as per the Washington State FORM S-275 shall control. Seniority includes Washington State teaching service prior to resignation or leave and excluding substitute service.

B. Teaching Experience in Winlock School District

If a tie exists in Section 5.1 above, the teacher with the greatest seniority in the Winlock School District shall be recommended for retention. Determination of seniority in this section is defined as in Section 5.1 above.

C. Credits beyond a BA

If there is still a tie, the teacher retained shall be the one with the greatest number of college/university credits beyond the BA as computed by the District in accordance with placement on the salary schedule.

D. Final Tiebreaker

In the event that ties continue to exist, a final selection shall be made by lot by a disinterested third party.

Section 56: EMPLOYMENT POOL

A. Placement in Pool and Eligibility

All certificated teachers who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible employment for a period of two (2) years. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified for which they are qualified. If more than one such teacher is qualified for an open position, the criteria as set forth in Section 56 and 57 shall be applied to determine who shall be offered such position.

B. Employee's Responsibility Regarding Correspondence

It shall be the responsibility of each teacher placed in the employment pool to notify the Superintendent of his/her current mailing address.

C. District's Responsibility Regarding Correspondence

When a vacancy occurs for which a person in the employment pool qualifies, notification from the school district to such individual will be by certified mail to the address last given by the teacher or by personal delivery. Such individuals will have five (5) calendar days from the receipt of the letter to accept the position.

D. Acceptance/Rejection Rights

Teachers notified by certified mail to last known address shall accept or reject the recall within five (5) working days of notification and be available for work within ten (10) working days of recall. If the first offer is rejected, the teacher will be held on the recall list and be offered a second assignment if he or she is the most senior qualified teacher. Following the notification procedure as listed above, if the teacher rejects the second assignment, he or she shall be dropped from the list and lose all rights for re-employment.

E. Priority Given to Substitute

The District will utilize employment pool personnel as substitutes on a first priority basis.

F. Rights Pertaining to Authorized Leave

A teacher on authorized leave at the time a reduction-in-force is implemented will be reinstated upon return from leave if he/she would not have been affected by the layoff and will be laid off upon return from leave if he/she would have been affected by the layoff.

G. Eligibility for Leave

A teacher who has been laid off may, upon written application, be placed on leave for up to one (1) year while on layoff. Such teacher shall be placed in the employment pool upon expiration of the leave and shall have no claim to positions filled from the employment pool

during the period of leave. The period while on leave shall not count toward the two-year period specified in Section 58 A. above.

Section 57: AFFIRMATIVE ACTION

Where affirmative action group under-utilization in a category would occur or be aggravated by a reduction in certificated staff, the number of persons within the under-utilized group within the category shall be reduced only to the same degree percentage-wise (as close as practical) as the number of persons within the category as a whole is reduced. For affirmative action purposes, administrative and managerial positions shall be considered a single category; all remaining certificated positions shall be considered a single category.

ARTICLE VIII: MISCELLANEOUS

Section 58: SCHOOL YEAR CALENDAR

In order to permit staff to make plans for their own vacation schedules, the board and WinEA will collaborate, negotiate, and adopt a school calendar by June 1 of each year. Modified calendars for the forthcoming school year may be adopted. Following adoption, staff, students, parents and community members will be advised of the school calendar(s).

Section 59: DURATION

This agreement shall be effective September 1, **2022** and shall be in effect through August 31, **2025**. Any part of this Agreement may be opened or modified at any time by mutual agreement of the parties, or as required by law.

Section 60: COMPLIANCE WITH STATE LAW

If the above salary settlement causes the District to exceed the amount and/or percentage of funds authorized by law for Employees' salaries or cause the District to exceed the amount funded, and received by, the District for Employees' salaries and compensation, the District shall automatically adjust Employee salaries and compensation proportionally between Employees under this Agreement, and certificated Employees under other contractual agreements with the District to provide full compliance with RCW 28A.400.200 and the State Operating and Appropriations Act.

WINLOCK EDUCATION ASSOCIATION

WINLOCK SCHOOL BOARD

By: _____
PRESIDENT

By: _____
CHAIRPERSON

Date: _____

Date: _____

APPENDIX I

EVALUATION CRITERIA - TEACHERS

The following criteria will be used in the evaluation of classroom teachers:

1. Professional Preparation and Scholarship.

- a. Considers abilities, interests, and present performance levels of students in planning.
- b. Establishes immediate and long-range objectives.
- c. Prepares effective plans to meet objectives.
- d. Plans for continuing evaluation in lessons and units and utilizes the results in the planning subsequent lessons.
- e. Possesses and maintains appropriate academic background in subject matter.
- f. Has developed a plan for professional improvement.

2. Knowledge of Subject Matter.

Demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

Is knowledgeable about Essential Academic Learning Requirements.

3. Instructional Skill.

- a. Uses effective instructional methods:
 1. Teaches to an objective at an appropriate level of difficulty.
 2. Monitors students' progress.
 3. Adjusts teaching as indicated.
 4. Applies appropriate principles of learning.
- b. Effectively maintains student time on task.
- c. Gives explanations, assignments and directions clearly.
- d. Makes reasonable and appropriate assignments.
- e. Assists students to develop acceptable work habits.

4. Classroom Management.

- a. Selects and prepares equipment and materials in advance of lesson.
- b. Maintains orderly, attractive and stimulating classroom environment and atmosphere.
- c. Uses human resources (e.g. volunteers, paraprofessionals) to facilitate maximum student growth.

5. Handling of Student Discipline and Attendant Problems.

- a. Establishes and maintains order and discipline in the classroom including:
 1. quiet when appropriate;
 2. attention to the teacher when instruction is being given;

3. assists students to conform to established and posted classroom rules
- b. Shows consistency and fairness in dealing with student behavior.
- c. Disciplines students in a firm but controlled manner.
- d. Encourages students to develop courtesy, self-control, respect and responsibility.
- e. Enlists the assistance of counselors, administrators, and other supportive personnel when appropriate.
- f. Assists in maintaining control and enforcing rules throughout the school.

6. Interest in Teaching Pupils.

- a. Develops rapport with the student as an individual in a professional manner.
- b. Deals with personal information and communication in an ethical manner.
- c. Evaluates individual student progress regularly and maintains records for report cards and/or parent conferences.
- d. Provides guidance and assistance for students.
- e. Deals appropriately with atypical students.

7. Effort toward Improvement When Needed.

- a. Seeks assistance from colleagues and supervisors when needed.
- b. Is responsive to constructive criticism.

Attempts to implement suggestions for improvement.

8. Professional Responsibility

- a. Practices punctuality.
- b. Timely and accurate completion of required records and reports.
- c. Effective use of planning time.
- d. Provides adequate plans for substitute teachers.
- e. Assists in the general supervision of students.
- f. Works well with peers in a constructive manner.
- g. Selects appropriate channels for resolving concerns/problems.
- h. Maintains a positive relationship with parents.
- i. Shows initiative and displays enthusiasm for teacher/learner tasks.

EVALUATION CRITERIA – CERTIFICATED COUNSELOR

1. Personal Characteristics

- a. Is alert and enthusiastic.
- b. Is professionally ethical.
- c. Is professionally involved.
- d. Is self-motivated.
- e. Has self-insight and self-understanding.
- f. Feels a sense of adequacy and worth.
- g. Is emotionally balanced.
- h. Relates easily to others.
- i. Is genuine.

2. Relationships with Pupils.

- a. Is sensitive to youth.
- b. Demonstrates the willingness to accept and work with all counselees.
- c. Helps counselee relate, analyze, synthesize, and integrate his/her own characteristics, goals and values to promote making responsible decisions.
- d. Allows and expects counselee to accept responsibility for decision making and possible consequences.
- e. Demonstrates that primary responsibility is to the counselee.
- f. Motivates students to seek counseling.
- g. Has rapport with students.
- h. Is a facilitating agent.
- i. Respects the dignity and worth of the individual.
- j. Has a facilitative image among students.
- k. Help pupils with personal as well as educational and vocational problems.
- l. Demonstrates understanding of the basic principles of human growth and development.
- m. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.

3. Individual Assessment.

- a. Demonstrates ability to synthesize and integrate testing and non-testing data.
- b. Demonstrates the ability to administer or to prepare others to administer district tests.
- c. Is aware of test limitations and practical applications.
- d. Demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data.
- e. Demonstrates familiarity with local school district policies relevant to class placement.
- f. Demonstrates ability to cooperate with parents, staff and students regarding placement of students.

4. Relationships with Parents.

- a. Is sensitive to parents.
- b. Is cooperative with parents.
- c. Attends to parental referrals.
- d. Is available to parents.
- e. Has a professional image among parents.
- f. Provides parents with an opportunity to be heard.
- g. Is conscientious in following through with parents.

5. Relationships with Teachers.

- a. Is sensitive to the role of the teacher.
- b. Communicates easily with teachers.
- c. Is a facilitating agent with teachers.
- d. Is aware of the emotional demands of teaching.
- e. Is receptive to teachers.
- f. Has good rapport with instructional staff.
- g. Attends to teacher referrals.

6. Relationships with Administrators.

- a. Is sensitive to the role of the administrator.
- b. Has a professional rationale for his counseling approach.
- c. Meets with the administrator regarding program development.
- d. Communicates easily and effectively.
- e. Functions effectively as a resource consultant.
- f. Attends to administrative referrals.
- g. Functions in a well-organized manner.

7. Professional Attitudes and Activities.

- a. Is aware of research relevant to counseling.
- b. Demonstrates ability to conduct, use, and interpret research pertinent to counseling.
- c. Is sensitive to research findings.
- d. Contributes to the profession.
- e. Periodically evaluates own counseling skills.
- f. Is aware of the art and science of counseling.
- g. Has a professional balance between theory and practice.
- h. Is professionally enthusiastic regarding his/her function.
- i. Is perceptive of the counselor's professional role.

8. Consultation and Coordination

- a. Consults with members of the pupil personnel services staff to serve the general developmental needs of students.
- b. Works with staff in planning and developing instructional strategies and curricular program.
- c. Demonstrates ability to utilize case conferencing and staffing.

- d. Assists teachers in the integration of appropriate counseling and guidance services into the classroom.

EVALUATION CRITERIA - CERTIFICATED LIBRARIAN

1. Media Role.

- a. Selects media and equipment consistent with the District's selection policy and appropriate to the curriculum.
- b. Selects a balance of media to meet a variety of learning styles and teaching strategies.
- c. Maintains a well-organized learning resource center for effective use of media.
- d. Provides maintenance for materials and equipment.
- e. Develops and implements a program for the integration of materials and equipment into the learning experience.
- f. Identifies needs for locally produced materials.
- g. Relates services from the District level to meet building instructional needs.

2. Program Planning.

- a. Creates a welcoming and comfortable atmosphere for students and teachers in the Learning Resources Center.
- b. Directs aides, volunteers and student help with efficiency and understanding.
- c. Develops program objectives and works toward their achievement.

3. Teaching.

- a. Utilizes teaching techniques which are consistent with the selected objectives.
 - (1) make provision for differences in ability among students;
 - (2) Provide for the previous knowledge, abilities, and interests of the class;
 - (3) make effective use of instructional equipment, materials, and resource personnel;
 - (4) provide a variety of activities in keeping with the maturity and attention span of students;
 - (5) implement lesson plans but permit flexibility.
- b. Gives explanations, assignments and directions clearly.
- c. Makes reasonable and appropriate assignments.
- d. Motivates students by making lessons interesting and challenging.
- e. Helps students to develop acceptable work habits and study skills.
- f. Evaluates daily lessons and units of study by assessing student achievement of objectives.
- g. Provides guidance and assistance for students.

4. Library Management and Discipline.

- a. Establishes and maintains order and discipline in the Library including:
 - (1) quiet when appropriate;
 - (2) attention to the librarian when instruction is being given;
 - (3) students conforming to established rules.
- b. Shows consistency and fairness in dealing with student behavior.

- c. Disciplines students in a firm but controlled manner.
- d. Encourages students to develop courtesy, self-control, respect, and responsibility.
- e. Enlists the assistance of counselors, vice-principal, principal and other supportive personnel when appropriate.
- f. Assists in maintaining control and enforcing rules throughout the school.

5. Pupil - Librarian Relations.

- a. Develops rapport with the student as an individual in a professional manner.
- b. Deals with personal information and communication in an ethical manner.

6. Personal Qualities.

- a. Meets responsibilities in a punctual and reliable manner.
- b. Maintains a professional relationship with colleagues, administrators, and parents.
- c. Accepts a fair share of extra-curricular activities.

Appendix II

Salary Schedules

For the 2022-23 school year, the salary schedule shall increase by the State Inflationary Adjustment (5.5%) plus an additional two percent (2.0%) for a total of seven and half percent (7.5%). See attached salary scale.

For the 2023-24 school year, the salary schedule shall increase by the State Inflationary Adjustment plus an additional one percent (1%).

For the 2024-25 school year, the salary schedule shall increase by the State Inflationary Adjustment plus an additional one and half percent (1.5%).

Appendix III

Student Discipline

Section 1:

Definitions:

In order to maintain a safe and supportive educational environment which is conducive to student learning, the following definitions shall apply:

Disruption: shall mean the interruption of classwork, interference with instruction, the creation of disorder or the invasion of the rights of a student, group of students or the classroom teacher.

Classroom Exclusion: shall mean the exclusion of a student from a classroom or activity for behavioral violations, subject to WAC 392-400-330 and 392-400-335, which is greater than five (5) minutes so long as the teacher or school personnel has attempted another form of discipline, unless the student's presence poses an immediate and continuing disruption of the educational process, and the student remains under the supervision of school personnel

Exceptional Misconduct: is conduct of such a frequent occurrence or is so serious in terms of disruptive effect on the classroom or the safety and wellbeing of staff and students that an immediate resort to suspension is warranted.

Section 2:

An employee shall have the right to remove a student from class when the employee deems such action necessary to maintain order or discipline, provided that, except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action. When communicated by the teacher, in no event shall an excluded student be returned during the balance of that class or activity period, or up to the following two days, without the consent of the teacher, or until the principal or his or her designee and the teacher have conferred. "Confer" shall mean that the administrator, student, and teacher shall meet and agree upon appropriate behavioral expectations, as well as possible consequences for future, similar infractions. Results of this meeting shall be reduced to writing by the administrator and shall be provided to the employee and student. Said conference shall not occur while the teacher is assigned students, unless class coverage is provided. In no event shall a student be returned prior to the plan of support being developed. Additionally, the following shall apply:

- 1) For this section, another form of correction may include but not limited to: contacting one or both parents via digital or telephonic communication, (this shall include leaving voice messages), student detention, referral to counselor or behavioral specialist, parent conference, or notification of building administration.

- 2). Upon the teacher's request, through referral form, a conference between student, parent/guardian, principal or designee, and the teacher shall be held to discuss and create a future behavior plan. If the parent does not attend the meeting, the plan shall be created between the principal and the teacher.
- 3). Except in emergency situations, the teacher must attempt another form of corrective action.
- 4). Teachers shall be notified two days in advance of dangerous or potentially dangerous students being assigned to his/her class.
- 5). Teachers need to track discipline through SWIS (PBIS best practices, admin need to know the details of the issue, discipline needs to be appropriately detailed and tracked.

Special Education:

Special education teachers (and general education teachers who agree) shall receive training/explanation of the discipline process for special education students. Students serviced by special education will be subject to disciplinary action provided by the individuals with Disabilities Education Act (IDEA) and Section 504.

- 1) The district shall provide additional resources to teachers who deal with violent or aggressive students.
- 2). The teacher and building administrator shall meet and agree to a plan which provides for the safety and well-being of staff and other students.
- 3). General education teachers assigned students with 504 plans or IEPs shall be invited to participate in the development of discipline plans of students assigned to them.

Section Three:

Exceptional Misconduct:

A student may be removed immediately from a class, subject or school event by a teacher or authorized personnel without first attempting other forms of corrective action if the student's action(s) threatens the safety/wellbeing of students and/or staff or is of such a nature that instruction and learning are disrupted.

- 1). In situations where classroom disruption is so severe that a danger to other students or staff exists, the teacher shall determine whether it is safest to remove the individual student creating the disturbance or removing other students for the safety of the students and staff.

2). In instances where individual students or entire classes are removed from the classroom, it shall be the building principal or his/her designee's responsibility to contact parents.

3). When classes are combined due to the evacuation of a classroom(s), overload pay shall be used to calculate compensation for the additional responsibilities of impacted teachers.

4). A student or students removed from a classroom under this section may not be returned to the classroom prior to a discipline/plan of support being developed and agreed upon by parents, admin, teacher, and student.

In cases of verbal or physical abuse/threats, the district shall follow procedures which allow for RCW. 28A.635.010, insulting or abusing staff, and/or 28A.635.100, intimidating or threatening behavior to be implemented via safe school officer or other law enforcement personnel.

1). In addition to the above, a student may be suspended for exceptional misconduct when such conduct warrants.

2). When a student or students have been removed due to the reasons above, the teacher must immediately notify the principal or designee; and the principal or designee shall meet with the student as soon as possible to ensure the appropriate steps are followed/enforced.

3). It shall be the responsibility of the building administrator, or his/her designee, to notify parents of any classroom exclusion, discipline imposed (which differs from corrective actions taken by the classroom teacher) as well as referral to law enforcement, if appropriate.

Winlock School District 2022-23 Academic Calendar

AUGUST 2022

S	M	T	W	TH	F	S
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14	15	16	17	18	19	20
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SEPTEMBER 2022

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OCTOBER 2022

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NOVEMBER 2022

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DECEMBER 2022

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JANUARY 2023

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Staff Day/No Students
 Graduation
 First/Last Day of School

FEBRUARY 2023

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MARCH 2023

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APRIL 2023

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MAY 2023

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JUNE 2023

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JULY 2023

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30	31					

No School
 Late Arrival
 End of Qtr.
 Conferences

8/24 - 8/25, 8/29 District PD Days
8/30 First Day of School

9/5 Labor Day (No School)
10/10 - 10/14 1st Intersession (No School)

11/4 End of 1st Quarter (Early Release)
11/8 - 11/10 Conferences (Early Release)

11/11 Veteran's Day (No School)
11/23 - 11/25 Thanksgiving Break (No School)

12/21 - 1/3 Winter Break (No School)
1/16 MLK Day (No School)
1/27 End of 1st Semester (Early Release)

2/13 - 2/17 2nd Intersession (No School)
2/20 President's Day (No School)

4/3 - 4/7 Spring Break/ 3rd Intersession (No School)
4/17 End of 3rd Quarter (Early Release)

5/25 - 5/26 Snow Make-Up Days (No School)
5/29 Memorial Day (No School)

6/12 Snow Make-Up Day (No School)
6/19 Juneteenth Observation (No School)

6/24 Graduation
6/26 Snow Make-Up Day (No School)
6/29 Last Day of School - Early Release



Winlock School District 2023-24 Academic Calendar

AUGUST 2023

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SEPTEMBER 2023

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OCTOBER 2023

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NOVEMBER 2023

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DECEMBER 2023

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JANUARY 2024

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Staff Day/No Students
 Graduation
 First/Last Day of School

FEBRUARY 2024

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MARCH 2024

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APRIL 2024

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MAY 2024

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JUNE 2024

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JULY 2024

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No School
 Late Arrival
 End of Qtr.
 Conferences

8/23 - 8/24, 8/28 District PD Days
8/29 First Day of School

9/4 Labor Day (No School)
10/9 - 10/13 1st Intersession (No School)

11/3 End of 1st Quarter (Early Release)
11/7 - 11/9 Conferences (Early Release)
11/10 Veteran's Day (No School)

11/22 - 11/24 Thanksgiving Break (No School)

12/20 - 1/2 Winter Break (No School)
1/22 MLK Day (No School)
1/25 End of 1st Semester (Early Release)

2/12 - 2/16 2nd Intersession (No School)
2/19 President's Day (No School)

4/1 - 4/5 Spring Break/ 3rd Intersession (No School)
4/12 End of 3rd Quarter (Early Release)

5/23 - 5/24 Snow Make-Up Days (No School)
5/27 Memorial Day (No School)

6/3 Snow Make-Up Day (No School)
6/10 Snow Make-Up Day (No School)
6/19 Juneteenth Observation (No School)
6/22 WHS Graduation

6/24 Snow Make-Up Day (No School)
6/28 Last Day of School - (Early Release)



Winlock School District 2024-25 Academic Calendar

AUGUST 2024

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SEPTEMBER 2024

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OCTOBER 2024

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NOVEMBER 2024

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DECEMBER 2024

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JANUARY 2025

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Staff Day/No Students
 Graduation
 First/Last Day of School

FEBRUARY 2025

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MARCH 2025

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APRIL 2025

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MAY 2025

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JUNE 2025

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JULY 2025

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21	22	23	24	25	26	27
28	29	30	31			

No School
 Late Arrival
 End of Qtr.
 Conferences

8/21 - 8/22, 8/26 District PD Days
8/27 First Day of School

9/2 Labor Day (No School)
10/7 - 10/11 1st Intersession (No School)

11/1 End of 1st Quarter (Early Release)
11/6 - 11/8 Conferences (Early Release)

11/11 Veteran's Day (No School)
11/20 - 11/22 Thanksgiving Break (No School)

12/23 - 1/3 Winter Break (No School)
1/20 MLK Day (No School)
1/28 End of 1st Semester (Early Release)

2/10 - 2/14 2nd Intersession (No School)
2/17 President's Day (No School)

3/31 - 4/4 Spring Break/ 3rd Intersession(No School)
4/18 End of 3rd Quarter (Early Release)

5/22 - 5/23 Snow Make-Up Days (No School)
5/26 Memorial Day (No School)

6/9 Snow Make-Up Day (No School)
6/19 Juneteenth Observation (No School)

6/20 Snow Make-Up Day (No School)
6/23 Snow Make-Up Day (No School)

6/27 Last Day of School - Early Release
6/28 WHS Graduation

STEP	BA-0	10-TRI DAYS	BA-15	10-TRI DAYS	BA-30	10-TRI DAYS	BA-45	10-TRI DAYS	BA-90/MA-	10-TRI DAYS	MA-45	10-TRI DAYS	MA-90	10-TRI DAYS
0.00	\$49,596	\$52,351.33	\$49,860	\$52,629.55	\$52,322	\$55,229.20	\$53,715	\$56,698.67	\$58,177	\$61,408.90	\$64,758	\$68,355.67	\$67,674	\$71,434.17
1.00	\$50,265	\$53,057.34	\$51,623	\$54,490.50	\$53,027	\$55,972.44	\$54,480	\$57,506.59	\$58,990	\$62,266.75	\$65,475	\$69,112.53	\$68,370	\$72,168.33
2.00	\$50,899	\$53,726.83	\$52,271	\$55,174.73	\$53,692	\$56,674.84	\$55,255	\$58,324.72	\$59,753	\$63,072.40	\$66,134	\$69,808.11	\$69,062	\$72,899.09
3.00	\$51,556	\$54,420.14	\$52,899	\$55,837.41	\$54,376	\$57,396.52	\$55,989	\$59,099.74	\$60,477	\$63,837.20	\$66,762	\$70,470.79	\$69,762	\$73,637.80
4.00	\$52,198	\$55,097.57	\$53,643	\$56,622.64	\$55,088	\$58,148.84	\$56,757	\$59,909.93	\$61,273	\$64,676.90	\$67,463	\$71,210.63	\$70,485	\$74,400.33
5.00	\$52,862	\$55,798.83	\$54,314	\$57,331.84	\$55,772	\$58,870.52	\$57,534	\$60,730.33	\$62,033	\$65,479.15	\$68,129	\$71,914.16	\$71,207	\$75,162.87
6.00	\$53,545	\$56,519.38	\$54,965	\$58,018.35	\$56,473	\$59,610.36	\$58,323	\$61,563.22	\$62,800	\$66,289.34	\$68,804	\$72,626.76	\$71,897	\$75,891.36
7.00	\$54,745	\$57,786.86	\$56,186	\$59,307.39	\$57,714	\$60,919.83	\$59,665	\$62,979.35	\$64,207	\$67,773.55	\$70,176	\$74,074.67	\$73,358	\$77,433.44
8.00	\$56,500	\$59,638.73	\$58,020	\$61,243.23	\$59,583	\$62,893.11	\$61,696	\$65,123.98	\$66,301	\$69,983.99	\$72,297	\$76,313.47	\$75,595	\$79,794.80
9.00			\$59,917	\$63,246.01	\$61,562	\$64,982.14	\$63,749	\$67,290.16	\$68,462	\$72,265.92	\$74,487	\$78,624.90	\$77,898	\$82,225.38
10.00					\$63,563	\$67,093.86	\$65,908	\$69,569.82	\$70,682	\$74,609.12	\$76,739	\$81,002.15	\$80,260	\$84,718.36
11.00							\$68,130	\$71,915.29	\$73,009	\$77,064.66	\$79,093	\$83,487.19	\$82,686	\$87,279.43
12.00							\$70,281	\$74,185.87	\$75,395	\$79,583.74	\$81,512	\$86,040.31	\$85,214	\$89,948.30
13.00									\$77,844	\$82,168.64	\$83,992	\$88,658.12	\$87,804	\$92,681.84
14.00									\$80,303	\$84,763.75	\$86,644	\$91,457.48	\$90,490	\$95,517.51
15.00									\$82,392	\$86,969.65	\$88,896	\$93,834.72	\$92,841	\$97,999.15
16.00									\$84,039	\$88,708.04	\$90,674	\$95,711.55	\$94,700	\$99,961.08