

AGREEMENT

BY AND BETWEEN

WINLOCK SCHOOL DISTRICT #232

AND

**WINLOCK EDUCATION
ASSOCIATION**

2019-2022

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ARTICLE 1: PARTIES AND STATUS OF AGREEMENT

Section 1: DEFINITION OF PARTIES

This Agreement entered into this 1st day of September, 2019 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

The Association shall have the right to use District facilities and equipment at reasonable times when such equipment is not otherwise in use.

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, written warning, written reprimand, and suspension without pay with non renewal or discharge as a final and last resort. Any disciplinary action affecting a teacher shall be appropriate to the behavior which precipitated the action. All discipline shall outline consequences for additional infractions.

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.

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 school year and the current school year.

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 ten (10) days. Building Administrators will make efforts to contact current teachers who are highly qualified for the late vacancy.

In all 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. 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, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
- 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 preparation time of at least one hundred fifty (150) minutes each full school week.

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.

In exchange for four (4) early release days, certificated staff members will agree to attend activities sponsored by the district in which students are competing/participating during non-contractual hours. The early release days are addressed in the perpetual calendar (day preceding Thanksgiving, Winter Break, Spring Break and the last day of school). The hours of attendance will be approximately equal to the hours of the early release.

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) week's 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 eight (8) 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. One (1) day is the additional paid day prior to the first day of school referenced in Section 20. Per Section 60, for 2019-20 that day is Thursday, August 29; for 2020-2021, August 27; for 2021-2022, August 26.
- 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, or evaluation of student work.

Self-Directed

- 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

Special Education teachers who have to write/evaluate IEP's will be compensated at \$250 per semester if their caseload reaches thirty-six (36) students. This is \$250 per teacher caseload at thirty-six (36) or above, (Not \$250 per student). These numbers will be documented on the count day in October and the count day in March. Special Education teachers will also receive up to 1 release day per quarter to work on paperwork/IEP's.

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.

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.

At the end of each year, the District will provide to a teacher upon request, an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period. In the event of a birth of a child of the teacher's spouse, a maximum of five (5) days sick leave will be allowed.

Any teacher who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the superintendent. Any teacher who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the superintendent and with written permission of the teacher's physician.

Any teacher requesting maternity leave should, if possible, give written notice to the District at least two (2) weeks or more prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, a teacher on maternity leave shall

inform the district of the specific day when they will return to work. Teachers adopting children may use five (5) days sick leave. In the event sick leave has been exhausted, then the teacher shall be granted a leave of absence under Section 39 - Leave of Absence.

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: EMERGENCY LEAVE

Up to two (2) days of emergency leave may be used by the teacher for unavoidable situations resulting from the acts of others or nature or equipment failure that result in a true emergency which is out of the control of the teacher and not a result of poor planning on the part of the teacher. Said leave is non-accumulative. Eligibility for Emergency Leave is determined by the Superintendent/designee.

Section 32: 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 33: 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 34: 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 35: 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 36: 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. Any jury fee, except for mileage or other expenses, shall be refunded to the District. 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 37: 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 38: PERSONAL LEAVE

All teachers shall have up to two (2) 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.
- B. 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 39: 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 40: 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 teachers has personal leave days.

ARTICLE V: EVALUATION

Section 41: 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 42: 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 43: 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 44: 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.

Section 45: SUPPLEMENTAL PAY FOR FIRST-TIME EVALUTION ON STATE COMPEHENSIVE

A Supplemental Contract in the amount of \$750.00 will be issued to each teacher when they are part of the State 8 Criteria Comprehensive Evaluation process. Teachers who are currently employed by the District and who have previously participated in the State 8 Criteria Comprehensive Evaluation process will be issued the Supplemental Contract in the amount of \$750.00 retroactively. Teachers qualify for only one supplemental contract in the amount of \$750.00 for their work with the State 8 Criteria Comprehensive Evaluation process.

SEE APPENDIX A FOR EVALUATION CRITERIA

ARTICLE VI: GRIEVANCES AND COMPLAINTS

Section 46: 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 47: 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 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 48: 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 twenty (20) school days of the occurrence of which the grievant complains, or twenty (20) school days of the time when the grievant learned of the occurrence, of which he complains, whichever is later.

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 49: 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 50: TIME LIMITS

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

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 51: 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 52: 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 53: 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 54: 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 55: 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 56: 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 57: 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 58: 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 59: 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 60: PERPETUAL CALENDAR

1. If Labor Day falls on the 1st through 3rd of September, the first student day will be the Tuesday following Labor Day.
2. If Labor Day falls on the 4th or later in September, the first student day will be the Tuesday before Labor Day.
3. Non-student day in October. May be used for state required training for teachers and/or classified, otherwise is a day off.
4. Holidays observed as provide by law.
5. The day before Thanksgiving and the last day of school, students and staff will be released early.
6. Winter break will occur as follows:
 - a. Christmas and New Year's Day fall on Thursday, winter break begins Monday, December 22, and ends Friday, January 2 (ten weekdays);
 - b. Christmas and New Year's Day fall on Wednesday, winter break begins Monday, December 23, and ends Friday, January 3 (ten weekdays);
 - c. Christmas and New Year's Day fall on Tuesday, winter break begins Monday, December 24, and ends Friday, January 4 (ten weekdays);
 - d. Christmas and New Year's Day fall on Sunday, winter break begins Wednesday, December 20, and ends Monday, January 1 (nine weekdays);
 - e. Christmas and New Year's Day fall on Sunday, winter break begins Wednesday, December 21, and ends Monday, January 2 (nine weekdays);

- f. Christmas and New Year's Day fall on Saturday, winter break begins Monday, December 20, and ends Friday, December 31 (ten weekdays);
 - g. Christmas and New Year's Day fall on Friday, winter break begins Monday, December 21, and ends Friday, January 1 (ten weekdays);
7. Snow make-up day (day 1) is in March.
8. Spring Vacation will be the first full week in April.
9. Snow make-up day (day two) will be the Friday before Memorial Day Weekend.
10. The guidelines above cause the final instructional day of each year to occur as follows:
- a. If Labor Day falls on September 1, the last day is Friday, June 12 (June 11 if leap year);
 - b. If Labor Day falls on September 2, the last day is Friday, June 13 (June 12 if leap year);
 - c. If Labor Day falls on September 3, the last day is Friday, June 14, (June 13 if leap year);
 - d. If Labor Day falls on September 4, the last day is Friday, June 8, (June 7 if leap year);
 - e. If Labor Day falls on September 5, the last day is Friday, June 9, (June 8 if leap year);
 - f. If Labor Day falls on September 6, the last day is Friday, June 11, (June 10 if leap year);
 - g. If Labor Day falls on September 7, the last day is Friday, June 10, (June 9 if leap year).
11. Lost school days will be made up at the end of the school year, or at other times mutually agreed to by the District and both the teachers' and classified unions.

Section 61: DURATION

This agreement shall be effective September 1, **2019** and shall be in effect through August 31, **2022**. 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 62: 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

By: 
PRESIDENT

Date: 09/03/19

WINLOCK SCHOOL BOARD

By: 
CHAIRMAN

Date: 9/18/19

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 - 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 - 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

2019-2020

2020-2021 (2019-20 Schedule + IPD)

2021-2022 (2020-2021 Schedule + IPD)

2019-20 CERTIFIED SALARY SCALE 181 Days + 7 TRI

Yrs.	BA	w/8 TRI	BA+15	w/8 TRI	BA+30	w/8 TRI	BA+45	w/8 TRI	BA+90/MA	w/8 TRI	MA+45	w/8 TRI	MA+90	w/8 TRI
0	44519.00	46498.00	45721.00	47753.00	46967.00	49054.00	48216.00	50359.00	52222.00	54543.00	58129.00	60713.00	60747.00	63446.00
1	45119.00	47124.00	46338.00	48397.00	47599.00	49715.00	48903.00	51076.00	52951.00	55304.00	58773.00	61385.00	61371.00	64098.00
2	45689.00	47720.00	46921.00	49006.00	48196.00	50338.00	49599.00	51803.00	53636.00	56020.00	59365.00	62004.00	61993.00	64748.00
3	46279.00	48335.00	47484.00	49594.00	48809.00	50978.00	50258.00	52492.00	54287.00	56700.00	59928.00	62592.00	62621.00	65404.00
4	46855.00	48937.00	48152.00	50292.00	49449.00	51646.00	50947.00	53211.00	55000.00	57445.00	60557.00	63248.00	63269.00	66081.00
5	47451.00	49560.00	48754.00	50921.00	50063.00	52288.00	51645.00	53941.00	55683.00	58157.00	61155.00	63873.00	63918.00	66759.00
6	48063.00	50199.00	49338.00	51531.00	50692.00	52945.00	52353.00	54680.00	56372.00	58877.00	61761.00	64506.00	64538.00	67407.00
7	49141.00	51324.00	50434.00	52675.00	51805.00	54108.00	53557.00	55937.00	57634.00	60196.00	62993.00	65792.00	65849.00	68776.00
8	50716.00	52969.00	52081.00	54395.00	53485.00	55862.00	55381.00	57842.00	59514.00	62159.00	64896.00	67781.00	67857.00	70872.00
9			53785.00	56175.00	55260.00	57716.00	57223.00	59767.00	61454.00	64185.00	66862.00	69833.00	69924.00	73031.00
10					57056.00	59591.00	59162.00	61791.00	63447.00	66268.00	68883.00	71944.00	72044.00	75246.00
11							61156.00	63874.00	65535.00	68447.00	70997.00	74152.00	74222.00	77521.00
12							63087.00	65891.00	67679.00	70687.00	73168.00	76420.00	76492.00	79892.00
13									69875.00	72981.00	75394.00	78744.00	78815.00	82318.00
14									72082.00	75286.00	77775.00	81232.00	81227.00	84837.00
15									73958.00	77245.00	79797.00	83343.00	83338.00	87042.00
16+									75437.00	78789.00	81392.00	85010.00	85006.00	88784.00



Winlock School District

311 NW Fir Street, Winlock Washington 98596 — Phone: 360-785-3582 — Fax: 360-262-6651
Superintendent: Garry Cameron, Office Professional: Erika Lopez, Business Manager: Myrna Gillihan: Payroll: Gloria Dupree

Memorandum of Understanding (M.O.U.) between The Winlock School District (District) and The Winlock Education Association (Association)

The District and WINEA agree to Amend Article III: Assignments, Contract, Workload, Salaries, and Benefits, Section 24-In-Class Workload as follows:

For the duration of the 2019-2022 contract the District and Association agree to these parameters:

Elementary

In the event of an overload (K-2 is twenty-two (22), Grade 3 is thirty (30), Grades 4-5 is thirty-two (32)) the District will compensate the teacher:

\$10 per day for first student over the limit.

And an additional \$15 per day for the second student over the limit. (total \$25 per day)

And an additional \$20 per day for the third student over the limit. (total \$45 per day)

Beyond a third student over will be an additional \$20 per day.

The District will hire another teacher, or compensate the teacher for these class overloads.

Secondary

In the event of an overload (Grades 6-12 is thirty-three (33)) the District will compensate the teacher:

\$2 per student per class per day for first student over (in that class period).

\$3 per student per class per day for the second student over (in that class period).

\$5 per student per day for the third student over (in that class period).


Beyond a third student over will be an additional \$5 per day.


The District will hire another teacher, or compensate the teacher for these class overloads.

SPED

Special Education teachers who have to write/evaluate IEP's will be compensated at \$500 per semester if their caseload reaches thirty-six (36) students. This is \$500 per teacher caseload at thirty-six (36) or above, (Not \$500 per student). These numbers will be documented on the count day in October and the count day in March. Special Education teachers will also receive up to 1 release day per quarter to work on paperwork/IEP's.

Agreed upon this 3rd day of September 2019.


Tori Nelson, President
Winlock Education Association


Garry Cameron, Superintendent
Winlock School District