

CONTRACTUAL AGREEMENT BETWEEN

CAPE FLATTERY SCHOOL DISTRICT #401 AND
CAPE FLATTERY EDUCATION ASSOCIATION

2015-2018

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**CONTRACTUAL AGREEMENT BETWEEN CAPE
FLATTERY SCHOOL DISTRICT #401 AND
THE CAPE FLATTERY EDUCATION ASSOCIATION**

PREAMBLE:

This agreement is made and entered into between the Board of Directors of Cape Flattery School District, hereinafter referred to as the "District" and the Cape Flattery Education Association, hereinafter referred to as the "Association". The Cape Flattery Education Association is affiliated with the Washington Education Association and the National Education Association.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine.

The District and the Association recognize their mutual aim is to maintain effective Employer/Employee relationships and toward that end, the parties having reached certain agreements pursuant to RCW 41.59, The Educational Employment Relations Act, do hereby agree as follows (all provisions of the contract are effective September 1, 2015 unless otherwise noted in the body of the contract):

ARTICLE I: ADMINISTRATION

SECTION 1: RECOGNITION

A. The District recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel regularly employed by the School District, whether under written contract or on leave, excluding the Superintendent, administrative assistants, principals, vice principals, consultants and all specialized job categories such as teacher paraprofessionals where a majority of the persons employed therein consist of non-certificated employees.

B. As used herein, the term “certificated personnel” shall include classroom teachers, guidance counselors, librarians, school psychologists, home-bound teachers and specialists in special education, career-technical education, art, music and reading.

SECTION 2: CONFORMITY TO LAW

A. If any provision of this Agreement is held to be invalid by operation of law, such provisions shall become inoperative, but the remainder of the Agreement shall remain in full force and effect.

B. The Employer and the Association, upon request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s) unless a postponement is mutually agreed upon.

SECTION 3: PRINTING AND DISTRIBUTION OF AGREEMENT

A. Within 10 days following the ratification and signing of this Agreement by the parties, the District shall post a copy of this Agreement on the district website and the Association will accept the Agreement on behalf of the employees, and will be responsible for the distribution. Ten (10) additional copies shall be provided to the Association.

B. The District shall provide the typed final draft of the contract and the District shall print the contract. Both parties shall have a reasonable opportunity for reviewing and editing the final draft prior to printing.

SECTION 4: CONTRACT COMPLIANCE

A. Individual contracts between the District and an individual employee shall be subject to and consistent with Washington State Law and with the terms of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of the Agreements between the Employer and the Association. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling.

SECTION 5: SCOPE OF AGREEMENT

A. This agreement constitutes the negotiated agreements between the District and the Association and supersedes any previous agreements or understandings between the parties which are contrary to or inconsistent with the Agreement.

SECTION 6: GRIEVANCE PROCEDURE (Amendments effective on ratification)

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

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

C. A day shall mean a day that teachers are scheduled to work except between the last day of school and the first day of school when a day shall mean any day the District office is scheduled to be open.

1. LEVEL ONE – An employee with a grievance shall discuss the grievance with their immediate administrative supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. A written grievance must be filed within twenty (20) days of the occurrence of the grievance or within twenty (20) days of when a grievant should reasonably have become aware of the circumstances of the grievance, whichever is later. Within five days after the written grievance is presented to the supervisor, he/she shall render a decision thereon in writing and present it to the grievant.

2. LEVEL TWO – If the aggrieved employee is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered with five (5) days after the presentation of the grievance, the employee may file the grievance in writing on the Grievance Review Form with the Superintendent of Schools with a copy sent to the immediate supervisor. The superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) days after receiving the written grievance, the superintendent shall meet with the aggrieved in an effort to resolve the grievance. If an employee does not file a grievance in writing with the Superintendent within ten (10) days after a decision at Level One has been received in writing, then the grievance shall be considered waived. The decision of the Superintendent shall be in writing and delivered to the aggrieved employee. The written decision of the Superintendent shall be delivered to the Grievant within five (5) days of the Level Two meeting.

3. LEVEL THREE – If no satisfactory settlement is reached at Level Two, the Association, within fifteen (15) days of the receipt of the Level Two decision, may appeal the final decision of the Employer to arbitration. The parties may mutually agree on an arbitrator. If no agreement is reached, the grievance shall be submitted to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within the article.

The arbitrator shall hold a hearing. The arbitrator will issue his/her decision after the completion of the hearing.

4. At each step of the procedure for adjusting grievances, the grievant may be accompanied by a representative of the Association.

5. There shall be no Reprisal by the District or its employees for reasons of involvement of any person in the grievance procedure.

6. Nothing herein contained shall be construed as limiting the right of any certificated employee having a grievance to discuss the matter informally with any appropriate member of the administration.

7. Copies of grievances and decisions rendered at Levels One, Two and Three shall be sent to the Association and the Superintendent's Office.

8. Certain grievances which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the immediate administrative supervisor shall be initiated at Level Two of the grievance procedure and may be appealed through the established levels.

9. Excluded from the grievance procedure shall be matters for which the law provides another method of review, such as but not limited to, considerations of employment, provided that, the parties may mutually agree to elect to use the arbitration/grievance procedures in lieu of these alternative forums for specific cases.

10. This agreement shall be construed such that no contractual rights are intended that would impact any of the following decisions of the District. Procedural requirements are not excluded.

a. Termination of services or failing to reemploy any provisional employee.

b. Termination of services or failures to employ an employee to a position on the Supplemental Salary Schedule.

c. Any matter involving employee evaluation judgments, qualifications of an employee or applicant, or standards of performance required of a particular position.

d. Any matter involving employee discharge, non-renewal, adverse effect, or reduction in force, provided that, subject to the limitations of this section, the parties agree that RIF procedures are otherwise enforceable in whichever forum is selected under Section 9 above.

ARTICLE II: RIGHTS AND DUTIES

SECTION 1: MANAGEMENT RIGHTS

- A. The Board acting on behalf of the electorate of the School District retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations and the laws and the Constitution of the State of Washington and the United States.
- B. The Association recognizes that the Board is legally responsible for the operation of the School District and that the Board has the necessary authority to discharge all of its responsibilities subject to the laws mentioned above and to the provisions of the Agreement.
- C. The rights, authority, duties and responsibilities of the Board shall be limited only by the terms of this Agreement, and the responsibility of the Board to bargain in good faith wages, hours, and terms and conditions of employment as defined by RCW 41.59.

SECTION 2: MEETINGS

- A. Upon request of either party, Association representative(s) shall meet with the Superintendent and/or his/her designated representatives to review and discuss matters covered by this Agreement, general employee/employer relations, and matters that affect instructional effectiveness (such as class size, instructional materials and supplies, building conditions, support services, etc.). These discussions shall not waive or alter any terms of this Agreement unless these discussions lead to agreements which are recorded in writing and signed by the parties. The District's willingness to discuss a particular topic at one of these meetings shall not constitute a waiver of management rights. Such meetings may be postponed or rescheduled by either party.
- B. These meetings are not intended to bypass administrative channels or the grievance procedure.

SECTION 3: NONDISCRIMINATION AND NON RESTRICTION

- A. The parties agree to comply with federal and state laws requiring nondiscrimination.
- B. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the laws of the State of Washington and of the United States or WAC's except as limited by binding arbitration of grievances.
- C. The private and personal life of any employee is not within the appropriate concern or attention of the employer unless it affects general teaching performance or involves illegal activities.
- D. The employer will not interfere with the legal rights of employees to organize, join, and support the Association. The Association further recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

SECTION 4: DUE PROCESS

A. No employee shall be disciplined by oral warnings or written reprimands without just cause.

B. Before any written disciplinary action is put in the personnel file the employee shall have an opportunity to explain the charges at a conference with an administrator. Before such conference, upon request of the employee, the District will give the employee written notice of the charges which are being made against the employee.

C. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the action. District administrators and employees will process disciplinary issues in a courteous and professional manner that considers the instructional needs of students.

D. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present. The meeting shall occur within two business days unless a mutual extension is agreed to. Where the District recognizes that disciplinary action may result, the employee shall be advised in writing of the right to representation hereunder, prior to the meeting.

SECTION 5: ASSOCIATION RIGHTS

A. Upon request, the Association may use District equipment, facilities and modes of communication, provided that the use does not interfere with normal school operations. The Association agrees to reimburse the District for any extra direct costs or damage resulting from Association use of District facilities. District facilities and equipment shall not be utilized for strike actions, slowdowns, picket meetings nor any other meetings which may stop or impede normal school operations. The Association agrees to hold the District harmless from any liability that may result from this section.

B. The Association may post notices of activities and matters of Association concern on designated bulletin boards in faculty lounges so long as such communications are labeled as Association materials.

C. Whenever Association representatives are mutually scheduled with the Employer representative to participate in negotiations or grievance hearings or other matters pertaining to the administration of this Agreement during working hours, said representative will suffer no loss of pay.

D. The Board agrees to furnish to the Association in response to reasonable requests all available information which is a matter of public record. These materials shall be provided to the Association within one week after the request, at the expense of the

Association.

ARTICLE III: PERSONNEL

SECTION 1: WORK STATION VISITATION

To provide patrons of the District the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom work station(s) will report to the principal's office to announce their presence. This requirement will be posted at each open door of each school building. If the visit is to a classroom the time will be arranged after the principal and the teacher have conferred. No recording of any classroom presentation will be made except with the approval of the teacher. Parents and other visitors will not be allowed to disrupt the instruction of students.
- B. The principal will attempt to afford the teacher an opportunity to confer with the classroom visitor before and/or after the visitation.
- C. If visitors arrive unannounced, the teacher shall immediately notify the principal.

SECTION 2: EMPLOYEE DEVELOPMENT AND TRAINING

- A. It is recognized that an effective staff development program is necessary to provide improvement in student learning and continuing opportunities for the professional growth of employees.
- B. Staff development activities may include, but are not limited to: (1) release time for classroom observation and visitation; (2) release time for staff development; (3) workshops and classes designed to meet student needs; and (4) consultation and material assistance for staff involved in curriculum innovation and change.
- C. The district shall be responsible for surveying staff at least once per year to gather input for the planning of district-wide professional development. The superintendent, administration team and staff will work together to plan professional development activities. A minimum of \$10,000.00 will be set-aside each school year for professional development activities.

SECTION 3: LAYOFF AND RECALL (Amendments effective on ratification)

- A. Programs, Services and Staff Retention
 - a. In the event the District determines that probable cause for layoff exists for economic reasons, the nonrenewed employee(s), with the exception of provisional employees, shall receive a notice of probable cause pursuant to RCW 28A.405.210.
 - b. The employee, with the exception of provisional employee, may appeal any said probable cause determination pursuant to RCW 28A.405.310.
 - c. If the District only non-renews provisional employees, these Section 3

provisions do not apply.

B. Administrative Procedures

1. Programs and Services

a. In making a recommendation on the educational program or service to be provided by the District, the Superintendent and administrative staff shall give consideration to the following factors:

(1) The needs of students as developed by historical subject enrollments of students, requirements for graduation, requirements for accreditation, and minimum program requirements in accordance with WAC 180.16.200.

(2) The funds available for the implementation of the educational program or service.

(3) The input from professional staff as shared with the building principal.

(4) The curriculum offerings based on the material developed under subdivisions 1 and 2.

(5) The positions needed to operate the educational program or service developed under subdivisions 1, 2 and 3 above.

b. The Association, after collaboration with Administration, may make recommendations to the Board of Directors about possible program and service modifications.

2. Staff Retention

a. If the District decides to reduce staff by layoff, the Superintendent and administrative staff shall develop a list by May 15th of certificated employees for retention by the District to fill the positions needed to operate the educational program or service.

b. To ensure the certificated staff recommended for retention will be qualified to implement the educational program determined by the Board, all certificated employees must possess such valid Washington State certificate(s) as may be required for the position(s) under consideration.

c. Each certificated person must have an endorsement in the particular field in which at least fifty percent of his/her teaching time will be devoted for a secondary position. The requirement of college preparation shall be waived for any certificated employee in a secondary position if he/she has taught in the particular field for at least fifty percent of his/her teaching time during the current school or one of the two previous school years.

d. Certificated employees will be recommended for available positions with consideration being given to the employee's flexibility (the employee's ability to handle classes in several programs or departments).

e. When more than one person qualifies for a particular position under the criteria listed above, the following will be used in the order given (for the purpose of placement on the Reduction-in-Force (RIF) list, one-half day teaching or more for the regularly scheduled school year shall be counted as a full year's service):

(1) Length of service in Washington.

(2) Length of service in District.

(3) Other teaching experience.

(4) National Board for Professional Teaching Standards Certification.

(5) For classroom teachers, overall evaluation rating of distinguished, proficient, basic or unsatisfactory (comprehensive or focused) in the last contract year.

f. When there is more than one person qualified for a particular position under the criteria listed above, the person who has achieved the greatest horizontal advancement on the District schedule shall be given the position.

g. When more than one person still qualifies for a position, the selection shall be made by lottery with a mutually agreed upon person drawing a name (flipping a coin).

h. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the Superintendent their objections to the ranking order. The employee may request consideration for the modification of the ranking order based on the information previously requested and turned in by the employee. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, they shall do so in writing and provide the individual and the Association with copies thereof. Any further appeal of placement shall be pursuant to the grievance procedure of this agreement. (The placement on the list shall be the only section of the article subject to the grievance procedure.).

i. All certificated employees who receive notice of probable cause will be considered for any vacancy in the District employment pool and will be considered for any vacancy in the District which thereafter occurs unless qualified certificated employees are not available for a particular position in the employment pool. In filling any vacancy, the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All certificated employees will be retained in the District employment pool until May 30th of the following school year and will be placed on the substitute teacher's list for the following school year. Final action to terminate any contract shall be taken under statutes as may exist from time to time. Each certificated person placed in the employment pool shall provide the District office with a current mailing address.

j. All employees in the employment pool shall be eligible through COBRA to purchase District health insurance.

k. All benefits to which an employee was entitled at the time of layoff will be restored upon return to active employment.

SECTION 4: ASSIGNMENTS/TRANSFERS (Amendments effective on ratification)

A. Grade, subject, and activities assignments shall be made by the District, based on needs of the District, and consideration will at least be given to the employee's professional training, experience, specific achievements and service to the District. The District shall inform employees of tentative assignments for the following school year prior to June 30th. Employees will be informed of changes and tentative assignments due to staffing, enrollment, funding or student program changes that occur during the summer as soon as is reasonably possible, without resort to subsection C. If an employee is informed of a change of assignment after August 1, the employee shall be provided two (2) days at the employee's per diem rate for planning and preparation.

B. All employees will be subject to involuntary transfer, provided they are qualified to fill the position. It is understood that instructional requirements and best interest of the school system and pupils will be considered. Reasons for the involuntary transfer will be discussed between the principal and the employee prior to the involuntary transfer.

C. If the only reason for an involuntary transfer is a change in enrollment or a change in economic funding, the Association Executive Board and the District shall confer prior to a decision. The parties will consider options to attempt to avoid the necessity of repetitiously transferring the same employee, if otherwise practical.

D. Vacancies on the professional staff will be filled according to the following considerations:

1. Before reassignments are made within a site during the school year, the Principal shall give the staff of that site notice of the potential change before a reassignment is made. The staffs at both sites will be given this notice for multi-site positions.

2. After site reassignment(s) is completed, resulting openings will be posted as vacancies. Any District-identified vacancy will be posted throughout the District. The District-wide posting will be prior to the hiring of any person either from within the District or outside the District. Both the District and Association would like to see that reassignments are completed ASAP provided reasonable time has been given for notification.

3. Public notice of positions open will not be released prior to in-district posting.

4. Any employee who submits a written letter of interest and who meets the minimum qualifications for the job will be provided an opportunity for an interview.

5. Teachers interested in being re-assigned within their site or transferred to a different site shall provide written notice to the principal of the building to which they would like to transfer, with a copy to their building principal and to the District office.

E. To facilitate the process for filling vacancies, employees shall be given notice of all vacancies through the District staff bulletins. Any employee wishing to be notified of vacancies

occurring during the summer shall leave written notice at the administration office prior to the close of school and an email address where the employee may be contacted during summer. The employee will be notified of the position and application procedure. The employee will have ten (10) working days from the date of the email notification to submit a written letter of interest for the position. will be notified of the position and application procedure. The employee will have ten (10) working days from the date of the post-marked notification to submit a written letter of interest for the position.

F. Glossary of Terms

- | | |
|--------------------------------|---|
| a. <i>Transfer</i> | Voluntary change of employment from one District site to the other District site and must be filling a vacancy |
| 2. <i>Assignment</i> | The current job position of an employee |
| 3. <i>Re-Assignment</i> | A new assignment at the same District site (or multi-site) |
| 4. <i>Vacancy</i> | A position that is left to be filled after assignments and re-assignments are made (can be either a new or existing position) |
| 5. <i>Involuntary Transfer</i> | Moving an employee involuntarily to a new assignment or to a vacant position from one District site to another District site |

SECTION 5: PERSONNEL FILES

A. Employees shall, upon request, have the right to inspect all contents of their personnel file kept within the District. Upon request, a copy of any document(s) contained therein shall be afforded the employee at the employee's expense. No secret personnel file shall be kept anywhere by the District. A separate file for processed grievances shall be kept apart from the teacher's personnel file and shall be open for inspection by the employee. Working files of supervisors will be maintained in the District. Such working files will be purged of their contents or have their contents sent to the District's personnel file at the end of each school year, provided that, a supervisor may maintain a copy of the previous year's evaluation in such working file.

B. Each employee's personnel file should contain the following minimum items of information: the employee's last three years' evaluation reports, copies of current annual contracts, current teaching certificate and transcript of academic records.

C. No evaluation, correspondence or other material making any reference to an employee's competence, character or manner will be placed in the personnel file without the employee's knowledge and opportunity to attach his/her own written comments. The employee shall be notified if an item is placed in the personnel file.

D. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the materials to be filed. Such signature does not necessarily indicate agreement with its content.

E. Any employee inspection of his/her personnel file shall be with a District representative present. Anyone at the employee's request may be present at the review. Personnel files shall be open to the public only as required by law.

SECTION 6: STAFF PROTECTION (Amendments effective on ratification)

A. Time-loss Compensation

The District facilitates application for workmen's compensation for injuries incurred within the scope of employment. Employees should contact their immediate supervisor for procedures.

B. An assault upon an employee shall be promptly reported to the employer or his/her designated representative. The employer will render appropriate assistance to the employee in connection with the handling of the incident.

C. Students committing offenses such as, but not limited to, harassing or inappropriate email messages, websites, false electronic text messages or other technological misconduct that threatens the safety and or reputation of certificated staff may be disciplined.

D. **Bullying and Harassment:** Interferes with work performance or otherwise creates an intimidating, hostile or abusive working environment. The District shall investigate and take appropriate action, including the possibility of disciplinary action, when an employee or group of employees complains s/he have been harassed by a District a member or members of the District or Association respectively. The Parties shall cooperate in conducting investigations of alleged harassment.

Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent/designee and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.

Pursuant to Chapter 28A.642 RCW, there shall be no retaliatory action against anyone filing a good faith complaint of any form of discrimination.

SECTION 7: EMPLOYEE FACILITIES (Amendments effective on ratification)

A. Each administrative unit shall have the following facilities and equipment for the exclusive use of employees in the administrative unit.

1. Space in each classroom to store instructional materials and supplies that the teacher and students use on a day-to-day basis.

2. A work area containing equipment and supplies to aid in the preparation of instructional materials.

3. A furnished adult lounge and dining area.

4. A serviceable desk and chair and a filing space in each teaching station.

5. Well-lit and clean restroom separate from student restrooms, as facilities allow or new facilities are built.

6. The District will provide supplies and equipment.

B. When employees work outside of regular school hours, access to the work area will be provided when approved by a District administrator.

C. To the best of the District's ability, employees will be granted access to their building two (2) weeks prior to the beginning of the school year.

SECTION 8: STAFF EVALUATION (Amendments effective September 1, 2016)

A. Evaluative Criteria

1. All classroom teachers including music teachers, basic skills teachers, and learning center teachers will be evaluated in accordance with the state evaluative criteria for classroom teachers as stated in Paragraph D herein.

2. All certificated support personnel including counselors, psychologists, librarians, and other specialists will be evaluated in accordance with the "Certificated Support Personnel Evaluative Criteria" as stated in Paragraph E herein.

B. Procedures for Evaluation (RCW 28A.405.100, Chapters 392-191 and 392-191A WAC)

1. Annual Meeting Regarding Evaluation

During the first four weeks of school, each building principal will hold a general certificated employees' meeting and/or hold individual conferences to review evaluative criteria and procedures including: (a) each employee's position or assignment and/or any special administrative expectations; and (b) the process the evaluator will follow in determining the quality of the employee's performance; and (c) who employee's evaluator will be. For employees who work at more than one building, the evaluator shall be the principal of the building in which the employee works the largest percentage of his or her time.

2. Annual Evaluation Report

Each employee will be evaluated annually by his/her principal or other certificated evaluator designated by the Superintendent prior to May 15th. The employee will be given a copy of the completed evaluation report. The employee shall sign the report

indicating that he/she has read it, received a copy, and had an opportunity to discuss it with the evaluator. The employee may add his/her comments to the report in writing. The report will be forwarded to the District office for filing in the employee's personnel file.

3. Minimum Observations (All Employees)

All employees shall be observed in the performance of their assigned duties for the purposes of evaluation at least twice during the school year for a total of at least sixty (60) minutes. Each of these two observations shall be at least twenty (20) continuous minutes in length. At least one observation shall be at least thirty (30) continuous minutes in length. Provisional employees in their third year of provisional status shall be observed in the performance of their assigned duties for the purposes of evaluation at least three times during the school year for a total of at least ninety (90) minutes.

4. Minimum Observation (New Employees)

Certificated employees new to the District shall be observed for at least a total of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

5. Mid-Year Transfers

If an employee is transferred to another position under a different evaluating supervisor, the original evaluator shall prepare an evaluation report at the time of such transfer provided that the employee has been in the position for at least forty-five (45) work days.

6. Classroom Teacher Evaluation

a. Definitions

(1) "Evaluation criteria" means the minimum evaluation criteria for classroom teachers specified in WAC 392-191A-060,

(2) "Components" means the state-provided subsections of each criterion

(3) "Rubrics" means the descriptions of practice used to capture evidence and data and classify teaching performance and student growth using the evaluation criteria and the four-level rating system.

(4) "Evidence" means observed practice, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Evidence collection is not intended to mirror Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment.

(5) "Artifacts" means any product generated, developed or used by a certificated teacher in the course of professional service. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered artifacts.

(6) "Evaluator" shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in

this agreement and any relevant state requirements. Evaluators shall have received professional development designed to implement the evaluation system and maximize rater agreement.

(7) "Not satisfactory" means a Level 1, unsatisfactory, rating, or, for classroom teachers with more than five years teaching experience, a Level 2, basic, rating, received for two years within the previous three-year period.

(8) "Student growth" means the change in student achievement between two points in time. "Student growth data" means relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Student growth goals and the assessments used to measure them shall be mutually agreed between the employee or team of employees and the evaluator.

b. Conditions for Comprehensive or Focused Evaluation

All teachers shall receive a comprehensive summative evaluation at least once every four years. A comprehensive summative evaluation assesses all eight evaluation criteria, and all criteria contribute to the comprehensive summative evaluation performance rating. The following categories of teachers shall receive an annual comprehensive summative evaluation: Teachers who are provisional teachers under RCW 28A.405.220; and any teacher who received a comprehensive summative evaluation performance rating of level 1, Unsatisfactory, or level 2, Basic, in the previous school year.

In the years when a comprehensive summative evaluation is not required, teachers who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year may complete a focused evaluation in lieu of a comprehensive summative evaluation.

One of the eight evaluation criteria must be assessed in a focused evaluation plus professional growth activities specifically linked to the selected criterion. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the applicable OSPI approved student growth rubric(s). More than one measure of student growth data must be used in scoring the student growth rubrics. If criterion 3, 6 or 8 is selected, the evaluator shall use the student growth rubrics associated with the selected criterion. If criterion 1, 2, 4, 5 or 7 is selected, the evaluator shall use criterion 3 or 6 student growth rubrics. The summative score is determined through the scoring of the instructional and student growth rubrics for the criterion selected.

A teacher may be transferred from a focused to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator.

A teacher may apply the focused evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the professional educator standards board. A decision to transfer a teacher from a focused to a comprehensive summative evaluation must be communicated, in writing, between the evaluator and the teacher.

Evaluators shall rate teachers on the components of the CEL 5D+ framework and generate a rating for the required criterion or criteria. The final summative score, including the

student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.

A teacher receiving a comprehensive summative evaluation shall receive one of the four summative performance ratings for each of the criteria in subsection D, below. A teacher receiving a focused evaluation shall receive one of the four summative performance ratings for the criterion selected from those in subsection D, below. Whether the teacher is receiving a comprehensive summative evaluation or a focused evaluation, the evaluator must then assign a comprehensive summative evaluation performance rating using the methodology and scoring bands adopted for this purpose by OSPI, which shall be the teacher's comprehensive summative evaluation performance rating.

C. Probationary Periods (Continuing Contract Employees Only)

1. Recommendation by Evaluator

At any time after October 15, an employee whose work is judged unsatisfactory based on the evaluative criteria identified in Paragraph D or E, below shall be recommended for probation. Unsatisfactory is defined for classroom teachers as a Level 1, unsatisfactory, rating, or for classroom teachers with more than five years teaching experience as a Level 2, basic, rating, received for two years within the previous three-year period. The recommendation for probation shall be made in writing and accompanied by a completed evaluation report which identifies the specific areas of deficiencies and a proposed plan for improvement. The employee shall be sent a copy of the recommendation and its attachment.

2. Prior Conference

At least ten (10) days prior to recommending an employee for probation, the evaluator shall meet with the employee to discuss specific areas of deficiencies. The employee shall have the opportunity to have an Association representative in attendance at this meeting.

3. Action by the Superintendent

The Superintendent shall review the recommendation for probation and the proposed plan for improvement. If the Superintendent agrees with the recommendation, the Superintendent shall establish a probationary period of sixty (60) school days ending on or before May 15th. The employee shall be given notice of this decision in writing. The notice shall identify the identified areas of deficiencies and provide a reasonable plan for improvement.

4. Plans for Improvement

At a minimum, the plan for improvement shall state the following: (a) a precise definition of the problem; (b) a precise set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas; and (c) a prescription for remediation which spells out courses of action and time expectations for the employee to reach an acceptable level of performance.

5. Activities During the Probation Period

The purpose of the probationary period is to give the employee an opportunity to

demonstrate improvement in his/her areas of deficiency. During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise and make a written report of the progress, if any, made by the employee. The evaluator may authorize one additional outside certificated employee to evaluate the probationary employee and to aid the employee in improving his/her performance. Should the evaluator not authorize such additional evaluator, the employee may request that an additional outside certificated employee be made part of the probationary process, and this request shall be implemented in accordance with law. Any such request must be received by no later than the sixth day of the probationary period.

6. Transfer During Probation

During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the employee or the District.

7. Conclusion of Probation

The probationary employee may be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically identified in the notice and plan for improvement. For classroom teachers, satisfactory improvement is demonstrated by obtaining a Level 2, basic, rating for teachers with five or fewer years of experience, or a Level 3, proficient, rating for teachers with more than five years of experience. Lack of necessary improvement during the established probationary period, as documented in writing with notification to the employee, shall constitute grounds for a finding of probable cause under RCW 28A.405.300 or RCW 28A.405.210.

8. Post-Probation Transfer

Immediately following the completion of a probationary period that does not produce performance changes detailed in the notice and plan for improvement, the employee may be removed from his/her assignment and placed in an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

D. Evaluative Criteria for Teachers (see WAC 392-191A-060 for complete descriptors of each performance standard and WAC 392-191A-140 for achievement indicators).

Centering instruction on high expectations for student achievement.

Demonstrating effective teaching practices.

Recognizing individual student learning needs and developing strategies to address those needs. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

Providing clear and intentional focus on subject matter content and curriculum.

Fostering and managing a safe, positive learning environment.

Using multiple student data elements to modify instruction and improve student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

Communicating and collaborating with parents and school community.

Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

E. Evaluative Criteria for Support Personnel

1. Knowledge and Scholarship in Special Field

Indicators: The evaluation procedure assesses the support person's competency to:

1.1 Provide a theoretical rationale for the use of various procedures.

1.2 Demonstrate understanding of the basic principles of human growth and development.

1.3 Demonstrates awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.

1.4 Relate and apply knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.

2. Specialized Skills

Indicators: The evaluation procedure assesses the support person's competency to:

2.1 Design and conduct a program providing specific and unique service within the individual's specific discipline.

2.2 Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student:

2.21 to help students integrate and assimilate data;

2.22 to help others involved with the student interpret and use data appropriately and accurately;

2.23 to help other specialists by providing case study materials.

2.3 Administer assessment procedures or organize and prepare those who will administer assessment procedures.

2.4 Demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program.

2.5 Develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

3. Management of Special and Technical Environment

Indicators: The evaluation procedure will assess the support person's competency to:

3.1 Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs.

3.2 Demonstrate the use and an understanding of the limitations and restrictions of devices, materials and procedures, etc.

3.3 Use comparative and interpretive data.

3.4 Create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

4. The Support Person as a Professional

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Indicators: The evaluation procedure assesses the support person's competency to:

4.1 Demonstrate awareness of the law as it relates to area of specialization.

4.2 Demonstrate awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competency area.

4.3 Demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.).

4.4 Demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

5. Involvement in Assisting Pupils, Parents and Educational Personnel

Indicators:

5.1 Consult with other staff, school personnel, and parents, concerning

the development, coordination, and/or extension of services to those needing specialized programs.

5.2 Plan and develop support program(s) to serve the preventive and developmental needs of the school population and the special needs for some students.

5.3 Interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

F. Evaluative Process For Short-Form Evaluation (Support Personnel only)

The following procedures may be used, with the consent of both the evaluator and the employee, after an employee, who must be a member of the District's support personnel, has four years of satisfactory evaluations under section III.8, above.

Procedures:

1. Frequency of Evaluation: Employees shall be evaluated one time per year. This evaluation shall be completed no later than May 15.
2. Observations: Short form employees shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes during the school year with a written summary or for at least two (2) observation periods totaling at least sixty (60) minutes without a written summary of such observation.
3. At least once every three (3) years a long form evaluation shall be conducted except that in any given year the evaluator or the employee may elect to conduct a long form evaluation.
4. Restricted Use: Short form evaluation may not be used as a basis for determining that a staff member's work is unsatisfactory or serve as the basis for determining that there is probable cause for non-renewal. The short form evaluation may be used only in those cases where the evaluator reports "satisfactory" performance.
5. Removal from Short Form: The evaluator or the employee may require the use of the long form evaluation any time prior to the end of the first semester. A change to long form must be preceded by at least one (1) meeting (including Assn. rep) to discuss the need to change, and an opportunity for response.
6. Support personnel will be notified within the first ninety (90) days of each school year, whether they will be on the long form or short form.
7. See Appendix C for Short-Form Evaluation Form.

ARTICLE IV: ECONOMIC PROVISIONS

SECTION 1: SALARY SCHEDULES

A. The District shall pay all employees based upon individual preparation, experience, and position pursuant to the "Employee Salary Schedule" contained in this Agreement. The Employer agrees that all employees will be properly placed on the State Salary Schedule.

The contract year will be 180* days as long as such days are funded by the State on the State's Allocation Model salary schedule.

B. Salary Schedule Application

1. Credits earned prior to September 1 may be used for advancement on the schedule provided official transcripts are on file by September 30.

2. The District will provide a sick leave cash out by Board Policy.

3. Exceptions may be appealed to the Superintendent and then to the Board of Directors.

SECTION 2: CONTRACTS

A. The District shall issue to each employee a contract in conformity with Washington State Law and Regulations. All certified staff will have no fewer than ten (10) working days from May 15th or later if the contracts are issued after the 15th to sign and return their contracts.

B. Three copies of the individual employee contract shall be given to the employee each year for signature. One (1) copy shall be retained by the individual employee at the time of signing the contract. Two (2) copies shall be submitted by the employee to the building principal who will issue a signed and dated receipt to the employee. Two copies shall be forwarded by the principal to the District to be signed by the duly authorized representatives of the District of which one (1) copy shall be returned to the individual employee.

C. Employees who are required to work only part of the school day will be paid a corresponding fraction of the regular salary according to their placement on the salary schedule.

D. Responsibility Contract (Amendments effective on ratification)

1. The District and Association agree and affirm the following beliefs: (1) the success of the Cape Flattery School District is dependent upon hiring and retaining the highest quality teachers; (2) providing a quality education for students requires from teachers a commitment to the profession beyond the base contract, normal workday hours and school year; (3) state law allows additional compensation for additional time, additional responsibilities or incentives (TRI); (4) the additional commitment required of Cape Flattery's teachers cannot be accurately measured in hours or days; and (5) the time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgment.

2. Each employee will be issued a responsibility contract in recognition of these additional responsibilities and as an incentive to provide the additional services. The responsibility contract recognizes that employees will provide a professionally responsible level of service in the following areas which are above the basic contract and will be at the teacher's discretion:

- a. Preparation for school opening;
- b. Work connected with the conclusion of the school year;
- c. Conferencing/communicating with students or parents;
- d. Supporting school/student activities;
- e. Providing individual help to students;
- f. Evaluating student work;
- g. Workshops, classes and in-service work;
- h. Researching educational materials and supplies;
- i. Improving and maintaining professional skills;
- j. Preparation and revisions of materials;
- k. Planning with other employees in areas of instruction and curriculum;
- l. Working with computers and other technology as related to educational uses; and
- m. Attending District and/or school-connected meetings such as PTO, Open House, etc.
- n. Attend IEP meetings
- o. Conduct activities and meet with the evaluator as is necessary to complete the evaluation process
- p. Conduct data analysis activities singly and with other employees necessary to support effective instruction

3. Compensation for these duties shall be in accordance with the Responsibility Salary Schedule and payment will be made in equal monthly installments as is done with regular paychecks. A part-time employee will receive a pro rata share of this responsibility contract stipend based on the employee's full time equivalency (FTE).

4. Employees shall be compensated for the responsibility contract for the 2015-16 contract years at 6.972% of their placement on the State Allocation Model. In 2016-17 the contract shall increase to 10.972% and in 2017-18 increase to 14.972%. The 2015-16 increase shall be paid no later than the second payday following ratification.

5. The responsibility stipend for employees new to the District will include \$1,000.00 for committing to work in the District, payable on the September payroll.

E. There will be two (2) work days in addition to the 180* days each year. These days shall be mandatory and shall be compensated at 1/180* of the regular salary according to their placement on the salary schedule. Such days will be paid in the present or immediately succeeding month's paycheck following each day's completion.

1. Activities on these days shall be directed by the District. They shall be scheduled into the calendar through Section 4 below in at least 4-hour increments.

2. These days will not be scheduled on weekends, holidays, or vacations. Employees will be notified of the scheduled activities for these days in advance. Employees will have input into the activities for these days through the School Improvement Committee.

3. The District may schedule and offer voluntary professional development in addition to these two days, on an in-District basis. Employees will be paid \$40.00 per hour for this time. Such days may be scheduled on weekends, holidays, or vacations, including the summer depending on employee interest. Employees will not be evaluated on their participation on these days. The District may also make available Summer Institute and other voluntary out-of-district trainings/conferences/workshops to be subsidized/compensated on a case by case basis, depending on availability of funds.

F. Elementary teaching staff required by the District to absorb students due to substitute teacher shortage will be compensated at the substitute rate (prorated per teacher affected). Using a preparation period for substituting for other staff will be at the teacher's discretion except in emergencies.

G. District will continue to actively recruit certificated substitutes and will ensure that substitute compensation will remain competitive with neighboring districts.

*Subject to pro-rata adjustment if the legislature changes the 180-day base.

SECTION 3: SALARY PAYMENT METHOD

All employees shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks and direct deposit slips shall be issued to employees no later than the last working day of each month.

SECTION 4: CALENDAR (Amendments effective on ratification)

A. The parties agree to negotiate a 180-school day calendar for the

subsequent school year prior to March 1. If a calendar is not agreed to by March 1, the calendar for the next year will be adopted incorporating these key dates:

1. First Day of School. The first Thursday in September, or the Wednesday after Labor Day, whichever is earlier.
2. Winter Break. At least ten week-days, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
3. Mid-winter Break. The Thursday and Friday of the WIAA state basketball tournament.
4. Spring Break. The first Monday through Friday in April, unless spring break would end less than five school days before the start of state testing.
5. Snow Make-up Days. Mid-winter break may be used for snow make-up days. Additional snow make-up days may be added in June as necessary.
6. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving Day (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).
7. Additional Teacher Days. The day before the first day of school and the day before mid-winter break.
8. Conference Release Days. Three days scheduled in proximity to Veterans' day and three days preceding spring break.
9. The last day of school shall be an early release day for students and employees may leave after finishing the check-out process.

B. The Board will vote on the calendar at the conclusion of negotiations.

SECTION 5: EXTENDED CONTRACTS

A. Any employee contract for days in excess of, or in addition to, one hundred eighty (180)* days (181 for new employees) shall receive additional compensation based on a 1/180* per diem (or 1/181 for new employees) of the employee's regular contracted rate of pay.

B. If an employee is required to move their classroom during the school year, they will receive one (1) day's pay to move on a non-student day or after work hours.

C. Bargaining unit members hired to teach summer school shall be paid an hourly rate of \$40.00 per hour. If no qualified employees accept these assignments, the District reserves the right to hire substitute teachers or non-bargaining unit employees at rates less than this amount. (Amendments effective on ratification)

*Subject to pro-rata adjustment in the event the legislature changes the 180 day base.

SECTION 6: SUPPLEMENTAL CONTRACTS (Amendments effective on ratification)

- A. There shall be a Supplemental Contract for the specified extra-curricular and supplemental assignments as provided in Schedule B attached thereto: Appointments to extra-curricular and supplemental assignments shall be for one (1) school year or for that part of the school year from which that activity begins and shall be consistent with statutory provisions. Extracurricular contracts within the bargaining unit will first be offered to certificated staff. Vacant positions will not be filled prior to the first day of school. Certificated staff will have first priority for extracurricular positions covered by this Agreement. If a covered position is not filled by a certificated staff member, the position will be posted annually.
- B. All employees who are approved by the Board to work under supplemental contract with the District shall receive their supplemental contract prior to beginning performance of the activity.
- C. Qualified certificated employees will be first considered, upon request, for appointment to supplemental contracts prior to District assignment.
- D. Supplemental contracts are voluntary but all employees are encouraged to participate on an equitable basis in agreeing to assume such positions.
- E. All supplemental contracts will be paid in twelve (12) monthly increments beginning in September with the exception of those contracts that do not take place until later in the school year. These positions will be paid in equal monthly increments distributed over the remainder of the school year. All supplemental contracts will contain a clause which will provide proper monetary compensation due to changes on Schedule B brought about by State/District changes in the salary base.
- F. In the event no building administrator is on campus for one half (1/2) day or one (1) full day, the teacher in charge will be paid a stipend amount of \$40 for one half (1/2) day and \$80 for one (1) full day for his/her services as substitute principal, while attending his/her own classes.

SECTION 7: PAYROLL DEDUCTION

- A. The Association and its affiliates (W.E.A. and N.E.A.) shall have the right of automatic payroll deduction of membership dues and other such deductions for certificated employees.
- B. Employee dues deduction shall be subject to the employee signing and delivering to the District an assignment and wages form, which form shall authorize deduction of membership dues. Such authorization shall be irrevocable for the period beginning in September through August of the school year and shall automatically continue in effect from year to year unless the employee revokes in writing with a copy to the Association and the district. Such authorization is to be made after August 15 and prior to September 15 of the school year in which the revocation is to take place.

C. If a teacher failed to sign and deliver an Assignment of Wages form as described herein the District shall deduct from the salary of such a teacher a representation fee. The representation fee shall be in an amount equal to C.F.E.A. membership dues, Uniserve dues, W.E.A. dues and N.E.A. dues. However, teachers who have joined the Association and paid by means other than payroll deduction shall not be subject to this fee deduction. Representation fee deductions shall be handled and transmitted by the District in the same manner as membership deductions as provided for in this Article. The Association shall submit to the District a list of teachers subject to the deduction for representation fees. Bona-fide religious objections to such representation fee deductions shall allow such fee to be contributed to charity. All employees employed at time of ratification of this agreement in 1988 shall be grandfathered from this provision.

D. Dues deductions for new members after the commencement of the school year shall be appropriately prorated.

E. All salaries are subject to payroll deduction for:

1. State Teachers or School Employment Retirement Systems
2. Withholding tax
3. FICA and Medicare
4. Absence not provided for by leaves computed at per diem based on the employee's annual salary for each day's absence.
5. Workmen's Compensation

F. The following deductions may be made if authorized by 10% of the employees.

1. Dues and other Association contributions
2. Additional withholding tax
3. Approved medical plans
4. Salary insurance
5. Tax-sheltered annuities
6. Payments to Washington Teacher's Credit Union
7. Mutually approved insurance programs

G. Payments in Sections A-F above will be made by the 10th day of each month.

SECTION 8: INSURANCE BENEFITS (Amendments effective September 1, 2016)

A. The Employer will participate in the payment of premiums for approved group insurance programs for employees covered by this Agreement. Approved insurance plans are

those which are mutually agreed to by the Employer and the Association. The District and Association shall agree to plans that meet the responsible contracting standards of state law: a fair, prudent, accountable and documented competitive procedure for plan selection, including an open process unless an open process would compromise cost-effective purchasing. The Employer shall pay premiums for such plans to a maximum of the State funded amount per FTE per month. In addition to the above, the district agrees to contribute \$30,000 for the 2015-16 year, \$33,000 for the 2016-17 year and \$36,000 for the 2017-18 year to the insurance pool referenced in Subsection C, below.

B. For the 2015-16, 2016-17 and 2017-18 school years, the District agrees to pay the full amount funded by the state per FTE employee toward premium payment of approved medical plans and/or other approved insurance plans/programs. The following options shall apply:

1. The Employer shall pay the total premiums for the Composite Rate (family) dental plan provided by the Washington Dental Service. Deductions will then be made for the WEA sponsored group Blue Cross/Blue Shield vision plan. These plans require premium payment by the Employer on behalf of all members of the bargaining unit without regard to marital or dependency status of the employee.

2. After subtraction of the above mandatory plans from the monthly contribution for each employee, the employee may choose to have the balance applied to any of the following, either singly or in any combination thereof, to equal said balance:

a. WEA Premera Blue Cross - Medical Programs (PP01, PP02, PP03, PP04 or PP05)

b. Additionally, the District agrees to pay any rebate required by the Health Care Authority out of monies other than those generated by the state for insurance benefits or the district's supplemental contribution to the insurance pool.

C. The District shall pool unused state-funded insurance benefits as required by law. The pool will be computed in October.

D. Each employee shall pay at least ten dollars (\$10.00) of the monthly cost of their chosen medical plan, plus the amount not covered, if any, by the State funded amount per month and the District's supplemental contribution to the insurance. The district shall deduct from the employee's monthly salary the amount necessary to pay the premiums due, provided that all employees must be members of the WA Full Family Vision and Dental Programs.

E. All insurance payments and plans shall be consistent with state law. All employees selecting richer benefit plans shall pay higher premiums, and the District and Association shall make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums. Section 8 of this article will reopen if needed on an annual basis to comply with any changes mandated by state law.

F. The District will offer a Section 125 Plan on or before January of each work year for out-of-pocket premium payments made by the employees, if requested by the Association.

Employees will be offered at least one qualified high-deductible health plan (HDHP) and health savings account (HSA); at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees; and health plans that promote health care innovations and cost savings and significantly reduce administrative costs.

SECTION 9: LEAVES

A. Leave deductions shall be limited to the number of hours the employee was actually away from the duty station, rounded to the next half (1/2) hour.

B. Sick Leave (Amendments effective September 1, 2016):

1. Each employee shall be granted twelve (12) days of sick leave per year. Sick leave shall be vested when earned and may accumulate if unused. The District shall project the number of annual days of sick leave at the beginning of the school year, and the employee shall be entitled to the projected number of days of sick leave at the beginning of that school year.

2. The District may require an employee to provide a doctor's certification of illness after three (3) consecutive days of absence.

3. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall give the employee an option of accepting industrial insurance only, an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount of the employee's accumulated sick leave in accordance with the amount paid to the employee by the District, or a combination of both industrial insurance and sick leave.

4. Employees may donate accrued sick leave to come to the aid of another bargaining unit employee who is suffering from an extraordinary or severe illness or injury, which has caused or is likely to cause, the employee to take leave without pay or terminate his/her employment. An employee who has accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to another employee as specified herein. Employees cannot donate sick leave days that would result in their sick leave accounts going below twenty-two (22) days. Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury, and emergencies. While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.

a. Eligibility to Receive Donated Leave: In order to be eligible to receive donated leave an employee must:

(1) Suffer from an illness, injury, or condition which is of an extraordinary or severe nature which has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment with the District.

(2) Have justified the absence and use of such a program i.e., physician's verification.

(3) Have depleted or anticipate shortly depleting his/her annual and sick leave reserves.

(4) Have abided by District rules regarding sick leave use; and

(5) Have been found ineligible for benefits under Chapter 51.32 RCW (Worker's Compensation).

b. No employee may receive more than the equivalent of 522 days, unless more time is authorized by the Superintendent, in transferred leave. This leave shall be transferred and valued on a full-time, day-for-day basis.

5. Employees may cash-out excess sick leave pursuant to state law. If the Association has determined to participate in VEBA, a pre- and post-retirement health reimbursement plan, for either annual or end-of-career sick leave cash-out, proceeds of sick leave cash-out for all employees shall be deposited to a VEBA trust account.

C. Personal Leave (Amendments effective September 1, 2016)

1. Three (3) days of Personal Leave will be granted to employees each school year. The District shall provide an appropriate space on their leave form so that the employee can designate personal leave as his/her reason for absence.

2. Two (2) days of unused Personal Leave shall be cashed out to pay in the August payroll at per diem.

3. Personal Leave may be used for undisclosed personal reasons subject to the employee's direct supervisor's approval.

D. Disability Leave (including Maternity Leave)

1. An employee who is disabled shall be entitled to disability leave in accordance with this section. The employee shall give written notice to the Employer at least two (2) weeks prior to commencement of said leave when possible.

The written request for Disability Leave should include a statement of the expected date of return to employment, and advance notice of the actual date of return to employment shall be given as soon as possible.

2. Sick and emergency leave shall be granted under the terms of that Section.

In the event Sick and Emergency Leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such leave shall not continue beyond the duration of the current school

year, or until exhaustion of Family and Medical Leave Act leave, whichever occurs last.

3. Employees will have the right to continued insurance benefits pursuant to Board Policy covering Family and Medical Leave Act requirements and COBRA requirements.

4. Employees may be eligible for leave pursuant to the Family and Medical Leave Act of 1993 and Cape Flattery School District Policy No. 5405. Employees may obtain a copy of Board Policy No. 5405 by contacting the Superintendent's office.

E. Bereavement Leave

1. A maximum of five days at full pay may be provided annually for each employee subject to the following limitations:

a. Full pay for a maximum of five days may be provided for absence caused by the death of an employee's child, legal dependent, spouse, parent, step-parent, grandparent, grandchild, sibling, step-sibling, sibling-in-law, parent-in-law, aunt, uncle, or any individual living in the employee's immediate household;

b. Or for serious illness or absences caused by a serious illness of an employee's child, spouse, parent or step-parent.

Exceptions to these limitations may be made in extenuating circumstances with superintendent approval.

2. One day of Bereavement leave may also be approved on a case by case basis by the Superintendent for other special relationships provided that such leave is deducted from sick leave and sufficient substitutes are available.

F. Family Leave

Employees may use accrued sick leave or personal leave to care for a child with a health condition that requires treatment or supervision or a spouse, parent, parent-in-law, or grandparent with a serious health condition, in accordance with the provisions of RCW 49.12.270 and WAC 296-130-030.

G. Judicial Leave (Amendments effective on ratification)

1. In the event an employee is summoned to serve as a juror or appear as a witness in court for the District or is summoned as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court.

2. In the event an employee is a party in a court action or summoned as a witness in a legal matter not involving the District, such employee may request a leave of absence.

H. Leave of Absence (Amendments effective September 1, 2016)

1. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon prior approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

2. Employees who have notified the District that they are returning from a leave of absence by March 1 shall return to their former teaching position or as similar a position as possible. In the event that there is a change in the position, the employee shall be notified as soon as possible.

I. Professional Leave (Amendments effective September 1, 2016)

1. Leaves with pay may be allowed to attend professional conferences and meetings.

2. Substitute's salary and necessary expenses will be paid by the District.

3. This category applies to employees representing the Employer at professional conferences, meetings, symposiums and seminars.

4. The district will ensure that the approval of professional leave is granted equitably to all employees and that employees have reasonable annual access to professional development leave.

J. Association Leave

1. The Association shall be granted ten (10) days of paid leave per year, provided that notice for such leave shall be given one week in advance or as soon as possible prior to such leave if six (6) days advance notice cannot be given.

2. No more than two employees shall be on such leave on the same day.

3. The cost of the substitute shall be reimbursed by the Association.

K. Military Leave

Military leave shall be granted as required by law.

L. Emergency Leave

Emergency leave of two (2) days per year shall be granted with pay and deducted from sick leave. Emergency leave must be approved by the District and must be due to a problem that has suddenly precipitated or where pre-planning could not relieve the necessity for the teacher' absence.

M. Assault Leave

1. Any assault and battery upon an employee while acting within the scope of

his or her employment shall be reported promptly to the employee's immediate supervisor. Where criminal charges are warranted and the employee chooses to file such charges the District will support the employee.

2. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to an assault and battery as defined in 1 above, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Workman's Compensation award or benefit. No part of such absence will be charged to annual or accumulated sickleave.

SECTION 10: MENTOR PROGRAM (Amendments effective September 1, 2016)

For each beginning teacher new to the District, the building principal shall solicit and approve a current teacher to serve as a formal mentor. A teacher serving as a formal mentor shall be compensated up to 37.5 hours at the employee's daily pay rate for collaboration, training, and any other mentor responsibilities. Time sheets submitted for such compensation shall be reviewed by the building principal. Mentors shall be allowed release time to observe the mentee for up to one (1) day or seven and one half (7 ½) hours per year from the 37.5-hour allocation. All formal mentor relationships are subject to District funding and must be approved by the superintendent prior to the start of the school year. Mentors selected will have at least three (3) years teaching experience and at least two (2) years' experience with the District. Considerations for selection of the mentors will also include subject area, similar student age range, and when possible mentors will be rotated.

ARTICLE V: INSTRUCTION

SECTION 1: ACADEMIC FREEDOM (Amendments effective on ratification)

A. Academic freedom is the right of teachers to encourage freedom of discussion of controversial questions and non-controversial questions in the classroom by studying, investigating, presenting or interpreting facts, information and ideas. This right is guaranteed to all employees provided that:

1. Issues discussed are reasonably relevant to the subject matter of the course being taught.
2. They are presented in an objective manner with due regard for the maturity level of the students.
3. They are consistent with District's Instructional Policy.
4. Clearly questionable matters concerning the appropriateness of the issue to the District's Instructional Policy and the maturity of the students shall be referred to the principal for consultation and discussion.

B. No mechanical or electrical device shall be used in any classroom for the purpose of listening or recording the procedures and discussion in any class without the prior knowledge of the employee on a day-to-day basis. Any pictures, videos, or other recorded material, including anything posted to social media by someone other than the employee, recorded without the permission of the employee will not be used for evaluation or disciplinary purposes unless it is evidence of serious professional deficiencies or significant misconduct.

SECTION 2: LENGTH OF WORKDAY

A. The total length of the employee's work day shall not exceed seven and one-half (7 1/2) hours which shall include all preparation time, actual class time, and a thirty (30) minute duty-free lunch period time. The Association recognizes that this does not include supervising clubs or other activities which might well occur outside the seven and one-half (7 1/2) hour period. Required activities outside of the workday will be limited to one Open House.

B. (Amendments effective on ratification) The work day includes thirty minutes before the beginning of the students' school day and thirty minutes after the end of the students' school day. This time is not to be computed as part of the planning or preparation time provided above, but is to be used for the benefit of pupils and patrons, and is to be teacher directed. Building principals may schedule time with employees, but meetings with parents and students already scheduled will take precedence except in emergencies. The District will not require employees to specify distinct tasks or duties that they will perform during this time. Regularly scheduled staff meetings will not infringe upon this time more than twice per month; however, the District will make reasonable efforts so that any staff meeting (individual through all staff) are kept to a minimum. The work day shall not start before 7:00 a.m. or end after 4:00 p.m.

C. (Amendments effective September 1, 2016) Each full time secondary classroom teacher will be given the equivalent time of one secondary instructional period per day for

preparation. Each full time elementary classroom teacher shall be given a weekly average of at least 275 minutes for preparation. When changing the previous year's amount of preparation time, the principal will request the input of the building staff as to such changes. A block of time will be no less than 25 continuous minutes for elementary employees. During regularly scheduled parent teacher conferences and other early dismissals as provided for in this Agreement, this section shall be waived. Principals will make good faith efforts to structure the planning time schedule so that the impact of early release and late arrival days on employee planning time is shared equitably from year to year. Any teacher whose planning time is adversely affected by regularly scheduled early release/late start days will be allowed to flex the time lost through mutual consent with their direct supervisor. No classroom teacher shall be required to accept a teaching responsibility during his/her planning time except under emergency conditions. If a classroom teacher assumes a teaching responsibility during his/her planning time upon request of a principal, such employee shall be reimbursed for time worked at their per diem daily rate. If an employee misses planning due to proctoring a test, the employee will be compensated for the missed planning time at his/her per diem rate.

D. All employees shall have scheduled a duty free lunch period of not less than thirty (30) continuous and uninterrupted minutes per instructional work day for the duration of the individual's contract. The thirty (30) minute duty-free lunch shall not include student transition time or any lunch time supervision.

E. Certificated teachers shall be given duty-free recesses under normal circumstances provided that this section shall not apply in cases of emergency or in years following a levy loss. Except in extraordinary circumstances, students will not be sent to the library for their recess when other students are receiving instruction in the library.

F. The District agrees to limit general faculty meetings which extend past the work day to two (2) per month and to avoid, when possible, any faculty meetings occurring before weekends or holidays. The District will make reasonable efforts to limit these meetings to thirty minutes past the work day. If the meeting is anticipated to extend beyond this thirty-minute limit, it will be scheduled to commence immediately following the end of the school day.

G. The Board recognizes that in order for a teacher to accomplish the job effectively, it is necessary to have an office in part of his/her residence for the purpose of preparation, grading papers, storage of materials and other functions related to the practice of the profession.

H. Inclement Weather and Emergency (Amendments effective on ratification)

1. In the event that weather conditions dictate that students are to be sent home, all certificated staff will be allowed to leave as soon as the students leave not to exceed thirty (30) minutes after the students are excused.

2. Staff may volunteer to stay and supervise students at the request of administration. Any certificated staff who stay will be paid at their per diem rate.

3. If weather dictates that school is to start late due to weather, staff will be required to arrive thirty (30) minutes before the student day is scheduled to start.

4. In cases of emergency in which students are evacuated or sent home, certificated staff will be permitted to leave immediately after fulfilling their obligations to the students.

I. (Amendments effective on September 1, 2016) Employees shall be able to leave the job site immediately after the student day on any day: (1) that precedes a break period; (2) to attend classes; (3) to attend conferences or meetings; (4) to take care of medical appointments or legal problems; (5) to take care of any emergency situation. When an employee is requested to attend an evening conference or activity by the administration, the employee shall be permitted to leave directly after the student day the following work day. On the day preceding Thanksgiving Break, Winter Break and Spring Break, school staff will be dismissed when students are dismissed.

J. Each building will schedule parent-teacher conferences using early release days for students. The scheduled early release days provide for a total number of hours within the regular workdays. The building schedule may not exceed the total number of hours provided for by the early release of students. Any exceptions to the above must be approved by a vote of the building staff, but shall not restrict individual teachers from working extra hours with parent conferences beyond the total number of hours provided.

SECTION 3: STUDENT DISCIPLINE (Amendments effective on ratification)

A. The District and Certificated Staff shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently by all staff.

B. The District and certificated staff shall support and uphold certificated employees in their efforts to maintain discipline in the District. The authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the District.

C. As per RCW 28A.600.020 (2) the district shall support and uphold certificated employees in the exercise of authority by an employee to control and maintain order and discipline. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional activity area for all or any portion of the balance of the school day, up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher must first attempt one or more alternative forms of corrective action. In no event, without the consent of the teacher, may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal his or her designee and the teacher have conferred.

D. Before school begins in the fall the principals of each building shall distribute and explain the discipline procedures of their schools and the policy of the District relating to discipline. Such procedures, policies and explanations shall state the employee's rights and responsibilities, the chain of command to be used, required timelines, if any, and a definition of each degree of progressive

discipline.

Within the first week of school students will be provided the corresponding, age-appropriate information in the student handbook. The school principals and staff shall confer at least annually to develop and/or review student conduct standards and the uniform enforcement of those standards as related to the established student handbooks as per Board Policy 3200.

If there is a possibility of a threat of violence or harm to an employee the District will support the employee per Board Policy 4214. If a student has a known history of violence and has been in the court system, the District will notify the affected employees as per RCW 13.04.155.

E. One copy of the written discipline procedure will be given to each teacher for his/her use.

F. All provisions of this section are conditional upon implementation of student discipline consistent with federal and state laws and District policy.

SECTION 4: CLASS SIZES (Amendments effective on September 1, 2016)

A. The District will make every effort to not exceed the class size limits set by the state.

B. Any teacher who believes that their student class is inequitable in size or makeup will meet with the Building Principal and an Association representative to attempt to collaboratively discuss potential remedies. Such remedies may include: extra pay, extra materials, paraprofessional time, split/combination classes, etc.

C. If no satisfactory remedy is reached, the employee may request a meeting with the Superintendent at which all parties will attend to further discuss possible remedies. Elementary split class teachers will be compensated one (1) additional day for split classes, or two (2) days for split classes over twenty students at their per diem for additional work related to the split assignment.

SECTION 5: NON-SUPERVISORY

Each member of this bargaining unit shall be considered by the District to be "non-supervisory," as defined in RCW 41.59.020. Such members shall not have the authority, in the interest of the District, to hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees of the District, or to adjust their grievances, or to recommend effectively such action, if in connection with the foregoing the exercise of such authority is not merely routine or clerical in nature but calls for the consistent exercise of independent judgment.

SECTION 6: SPECIAL EDUCATION (Amendments effective on September 1, 2016)

A. Special Education Program Planning: Certified Special Education Teachers who begin teaching students on the first day of school will be offered up to 7.5 hours at their hourly rate of pay, to plan and meet with their para-educators prior to the first day of school. This time will give employees the opportunity to meet and plan for the arrival of students. In an effort to ensure clear communication, once the meeting has been set, the Certified Special Education Teacher will inform the principal of the day and time of the meeting.

B. Special Education State Testing Accommodations WA-AIM: Special Education Teachers who complete the WA-AIM portfolios will be provided a stipend of \$300 per portfolio.

C. Certified Special Education teachers will receive at least sixty (60) hours of time at their per diem rate for IEP's, evaluations, data analysis, curriculum development, accommodations meetings, and other additional meetings.

SECTION 7: GRADING RESPONSIBILITY (Amendments effective on ratification)

No student grade shall be changed without the approval of the employee responsible for the student's grade.

ARTICLE VI: DURATION AND ATTEST

SECTION I: DURATION

- A. The terms of this agreement shall be for three years.
- B. Any item of the agreement can be opened to negotiations upon mutual agreement by the District and the Association.

SECTION 2: ATTEST

In witness hereof, the Employer and Association have executed this Agreement this day ____ of _____, 2016 at Clallam Bay, Washington.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

President

Superintendent

Witness (CFEA)

APPENDIX A

LETTER OF AGREEMENT

eVAL PROFESSIONAL DEVELOPMENT

The District will provide professional development on the effective use of the eVal evaluation tool prior to and throughout the 2016-17 work year. No less than ten (10) hours will be provided. If the District finds that additional hours will be beneficial, they will be provided.

This letter of agreement expires August 31, 2017.

APPENDIX B: Staff Complaint Form

Insert Staff Complaint Form from District Procedure

APPENDIX C

Cape Flattery School District#401 Short Form
Evaluation Report (Certificated Support
Personnel Staff Only)

Name _____ Grade or Subject _____

Building _____ Evaluator's Name _____

_____ has demonstrated successful performance and has met
the evaluation requirements for the current school year.

WRITTEN SUMMARY:

Employee Comments: _____

Teacher's Signature

Date

Evaluator's Signature

Insert 2015-16 Washington K-12 Salary Allocation Schedule for Certificated Instructional Staff

2015-16 Extracurricular Pay Schedule (Amendments effective on September 1, 2016)

| <u>Extracurricular Position</u> | <u>Stipend (Percentage of Base)</u> | <u>Stipend Amount</u> |
|--|--|--|
| Athletic Director (in school day) | 15% | \$5,200 |
| Athletic Director (after school only) | 20% | \$7,014 |
| Music Director (w/ 3 add'l activities) | 9% | \$3,156 |
| Honor Society Advisor (Elem. or H.S.) | 2% | \$701 |
| Yearbook Advisor (outside school day) | 5% | \$1,753 |
| Yearbook Advisor (in school day) | 2% | \$701 |
| Pep Club Advisor | 4% | \$1,403 |
| Class Advisor (M.S.) | 5% | \$1,753 |
| Class Advisor (9th, 10th, or 11th Grade) | 8% | \$2,805 |
| Class Advisor (12th Grade) | 10% | \$3,507 |
| Knowledge Bowl Advisor | 5% | \$1,753 |
| ASB (H.S.) after school only | 15% | \$5,200 |
| ASB (H.S.) in school only | 12% | \$4,208 |
| ASB (M.S.) | 8% | \$2,805 |
| Activities Coordinator (Elem.) | 10% | \$3,507 |
| Drama Advisor | 2% | \$701 |
| FCCLA/FBLA Advisor | 2% | \$701 |
| Indian Club Advisor | 5% | \$1,753 |
| Cheerleader Advisor | 10% | \$3,507 |
| Librarian | n/a | 5 additional days (prorated based on FTE) |
| Counselor | n/a | 2 additional days (prorated based on FTE) |
| Base for 2015-16 | \$35,068.00 | |

ARTICLE VI: DURATION AND ATTEST

SECTION I: DURATION

- A. The terms of this agreement shall be for three years.
- B. Any item of the agreement can be opened to negotiations upon mutual agreement by the District and the Association.

SECTION 2: ATTEST

In witness hereof, the Employer and Association have executed this Agreement this day 18th of MARCH, 2016 at Clallam Bay, Washington.

FOR THE ASSOCIATION:

Berona Doyle Elum
President

FOR THE DISTRICT:

Kandy Pittier
Superintendent

[Signature]
Witness (CFEA)